



**GLOBAL TEL*LINK'S
General Proposal To
STATE OF MINNESOTA**



**REQUEST FOR PROPOSAL
Offender/Client Telephone Calling System**

For the Department of Corrections and the Department of Human Resources

October 23, 2009

Submitted by:

Global Tel*Link

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October 23, 2009

Ms. Joan Breisler
Acquisition Management Specialist
State of Minnesota
Minnesota DOC / DHS
112 Administration Blvd
50 Sherburne Ave.
St. Paul, MN. 55155

Reference: Request for Proposal Offender/ Client Telephone Calling Systems

Dear Ms. Breisler:

Global Tel*Link Corporation (GTL) is pleased to submit its proposal in response to the Minnesota DOC / DHS ("STATE OF MINNESOTA") Request for Competitive Sealed Proposals for the Offender / Client Telephone Calling System. As the State of Minnesota's business partner for inmate telephone services since 1994, our partnership with the State of Minnesota has yielded significant accomplishments that have improved the operations of the MNDOC/DHS inmate telephone system.

Below are some highlights of these accomplishments and processes the current GTL project team has delivered and continues to perform to ensure the system is fully operational, turnkey and reliable while minimizing MNDOC/DHS staff time:

- Converted MNDOC from local debit calling platform to a centralized automated debit system.
- Automated the offender PIN process by developing a feed between MNDOC and GTL.
- Worked with OSI staff in setting up Rape Prevention Hot Line.
- Worked with OSI staff in setting up Cold Case Tip Line.
- Developed FTP process and provided FTP server for the integration of GTL SMDR for iBase integration.
- Provided VPN connections to the MNDOC OSI staff allowing them the flexibility to work outside their normal business location and business hours.
- Providing translation support with MNDOC ADA staff and translators for TTY and TDD recorded calls.
- Worked with DOC/DHS staff and their 3rd party recording vendor to interface recording equipment with GTL calling system.

As demonstrated throughout our proposal, GTL understands the implementation requirements, service needs and overall operational environment within the State of Minnesota to deliver a successful solution.



Consider the following attributes about GTL and its proposal:

- The expertise only GTL can provide based on its market leading experience providing service to over 40% of all inmates nationwide, including service to 12 of 20 of the largest state DOCs since 1989 including the State of Minnesota.
- GTL is the largest inmate telephone provider in the nation with service to over 64,500 inmate telephones.
- Continuity of our Project Management Team: Bob Parnell, current DOC/DHS Project Manager and Chris Gickler, Director of Field Services, will continue to oversee this project for GTL.
- Minimize the change impact to the State of Minnesota, inmates and friends and family members by eliminating an unnecessary transition to another provider.
- Key interfaces with the state's monitoring provider Northland Business System and iBase integration are well established.
- GTL's doesn't outsource key elements of our solution to subcontractors. Our inmate services are provided directly by GTL.
- GTL is the most financially capable provider to fund the substantial commissions for this contract to create a consistent revenue stream for the State of Minnesota while providing affordable rates for inmate and their friends and families.
- GTL will retain the institutional knowledge of the current provider of onsite service, maintenance and repair Cooper Communication Group (CCG), the nation's largest provider of service, maintenance and repair of inmate telephones *providing this service exclusively to GTL*.
- GTL has converted more inmate telephones than any other provider. We will use this scale and experience to upgrade the current LazerPhone platform while being sensitive to the State of Minnesota and its priorities, the inmates and their families.

As you will see throughout our proposal, GTL meets and exceeds the requirements of the Scope of Work with thoughtful solutions for your business objectives. Our pledge of superior service is backed by our proven experience delivering integrated inmate telephone services throughout the country.

Please feel free to contact William R. "Skip" Smith, Executive Account Manager at 816-351-3511 for questions regarding our proposal. As a secondary contact Ms. Rae Pearson, RFP Director at 317-558-3151 or fax 317-558-3152 is at your disposal for any questions you may have regarding our response.

We believe after reviewing all proposals the State of Minnesota will come to the following conclusion: GTL offers the State of Minnesota the best combination of: a technical solution for offender/client telephone services which meets and exceed all requirements, unsurpassed project management experience, an attractive financial offer all backed by our industry leading experience.

On behalf of GTL, we thank you for this opportunity and look forward to extending our partnership with the State of Minnesota for another 5 years.

Sincerely,

Jeffrey B. Haidinger
President-Services

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EXECUTIVE SUMMARY



Executive Summary

Global Tel*Link is pleased to respond to the State of Minnesota Request for Proposal for an Offender/Client Telephone Calling System.

As DOC/DHS's business partner for offender/client telephone services for the past 15 years, we are pleased to submit our *solution* that clearly demonstrates that Global Tel*Link (GTL) understands the objectives of the State of Minnesota Department of Corrections and Department of Human Services (DOC/DHS). GTL will meet and exceed DOC/DHS's technical, operational and economic requirements—today and in the future. Our Executive Summary provides an overview of our proposal, approach and more importantly, demonstrates our understanding and commitment to achieve DOC/DHS's objectives. Summarily, GTL offers:

- A complete “turn-key”, fully operational and reliable solution without the need for a statewide change-out and transition
- A solution that eliminates any disruption of current offender/client telephone services, permitting DOC/DHS to focus on the future and immediately realize the benefits of our new features and capabilities
- The current DOC/DHS Account Team, led by Bob Parnell, with a combined 44 years of DOC/DHS and offender/client system specific knowledge and trusted relationships with DOC/DHS staff to successfully manage the program, augmented with new staff for additional field service coverage.
- Technology upgrade with new LazerPhone controllers/servers at DOC/DHS facilities and new workstations for users.
- Low rates for offender/clients and their families.
- Technological safeguards to protect crime victims and assist in the prevention of criminal activity.
- Confidence in GTL's financial capability to fully support DOC/DHS's objectives
- The expertise only GTL can provide based on its market leading experience providing service to over 40% of all inmates nationwide, including service to DOC/DHS since 1994.

1 Solution

One Contact

One Network

One Management Force

One Recommended Team

One Comprehensive Solution

*The Choice for
DOC/DHS*

TRUE NO-COST TURN-KEY & RELIABLE SOLUTION

"The Arkansas Department of Correction has been extremely pleased with the recording and investigative features of the LazerPhone® inmate calling system. It has been my pleasure to work with you and members of the GTL Team in Arkansas, and I very much appreciate your support of ADC and the responsiveness of your staff in always addressing our needs and concerns."

*Shana Sharp
Assistant Director
Administrative Services
Division - Arkansas DOC*

DOC/DHS will receive proposals from other providers that, on the surface, represent an understanding of DOC/DHS's objectives, however GTL's proposal doesn't scratch the surface, rather it provides DOC/DHS with a detailed solution for a turn-key, operational and reliable solution. Our technology and services will be delivered through a combination of its current DOC/DHS Account Team, with its combined 44 years of DOC/DHS and offender/client system specific experience and GTL's feature-rich LazerPhone offender/client telephone platform.

- **Current Platform Stability = No Requirement for Statewide Change Out of Solution**
 - ❖ 99.5% Uptime Performance in 2009 = Reliability for DOC/DHS
 - ❖ No disruption in services for users - DOC/DHS, offender/clients, friends or families
 - ❖ Safe process to augment recording storage
 - ❖ GTL's planned technology upgrade permits DOC/DHS personnel to focus on facility priorities, not change
- **Established Automated Processes and Interfaces**
 - ❖ No need to reestablish interfaces with GTL for automated offender/client movement
 - ❖ Automated PIN creation with GTL's NCC (Network Control Center)
 - ❖ Interfaces with the state's monitoring provider Northland Business System and iBase integration are well established
- **GTL Technology Upgrade Timeline – Minnesota's Choice**
 - ❖ Technology upgrade can be completed in as few as 45 days.
 - ❖ Alternatively, we can implement the technology upgrade based on a timeline Minnesota selects.
 - ❖ Only GTL can offer the State of Minnesota this choice

While other vendor proposals may appear to be no-cost solutions to DOC/DHS, please consider the following:

- Cost of security escorts at all 13 DOC/DHS facilities to change the entire system including the onsite platform, the telecommunications network and the offender/client telephones
- Cost of training officers and investigators on a new system
- Cost of officer down time while answering increased questions and complaints from family members
- Cost of responding to friends and family who file complaints with external organizations about "new systems, new pre-pay accounts, new offender/client debit accounts, refund issues, etc."

All of the aforementioned items constitute a substantial investment for DOC/DHS that can be avoided by selecting GTL's proposed solution. While these represent real expenses that DOC/DHS will incur, there is one element that cannot be measured in dollars: Other providers will attempt to compress 44 years of GTL's DOC/DHS experience into a 45 day transition

period to deliver a new offender/client telephone system without one day of DOC/DHS specific knowledge.

Why change, when DOC/DHS can invest in the future now? At absolutely no cost to DOC/DHS, GTL offers:

- Continuity of our highly reliable LazerPhone Offender/client Telephone System with comprehensive administrative and investigative features that meet and exceed all of DOC/DHS's technical requirements.
- Continuity of our experienced DOC/DHS Account Team led by Bob Parnell, DOC/DHS Project Manager for the past 6 years
- Continued interface to DOC/DHS's monitoring system and iBase.
- Established processes for offender/client money transfers
- No steep learning curve for friends and family to establish all new accounts with another provider
- GTL's solution ensures that DOC/DHS personnel who must access the system will not need to learn new software, new processes, develop new relationships, or learn new procedures for using, supporting and maintaining the offender/client phone system; thus allowing the DOC/DHS staff to be able to remain focused on their core responsibilities during the migration to the new contract.

"GTL has a great product and a strong commitment to customer service. I appreciate that!"

Christopher B. Boos
Commissioner
Mississippi
Department of
Corrections

BEST IN THE BUSINESS – A Successful History of Contract Performance

Global Tel*Link has been successfully providing inmate telephone systems throughout the United States since 1989, with the sole focus of providing exceptional telecommunications service to correctional facilities. Our record of performance within the industry is a testament to our ability to successfully integrate the complex requirements of DOC/DHS.

Our decades of service have produced a management team with unparalleled experience managing complex state DOC programs nationwide, such as Arkansas, Ohio, Massachusetts and Virginia. In fact, as the market leader, *22 of 50 state DOCs trust their business with GTL.* DOC customers have demonstrated appreciation for GTL's time-honored excellence by renewing their GTL contracts and re-awarding contracts to GTL following the expiration of previous agreements.

Our successful track record is a direct by-product of our focus on customer requirements, our attention to our customers' recommendations for improvement and a commitment to working together toward a common goal. GTL is the logical choice for Minnesota to execute its vision for high quality offender/client telephone services.

Our customer references included with our response demonstrate our experience and tenure providing comprehensive solutions for the most demanding DOCs throughout the country.

In Minnesota, GTL is completing its 15th year of service, the longest tenure of any service provider for this contract.

"... commitment to quality service was displayed immediately after contract award...they developed an extremely ambitious transition plan and completed ahead of schedule with minimum disruption for our institutions."

Associate
Commissioner Steven
Brown, Alabama Dept.
of Corrections

"I have found GTL to be both reliable and responsive to the needs of both our inmates and jail operations alike. Their technical support team has always met our requests in a timely manner and whenever I have any need to address the more unusual problems inherent to the business we do, senior management has always gotten the job done."

Chief Deputy James
Lewandowski
Mahoning County, OH

EVOLUTIONARY STATE-OF-THE-ART SOLUTION

As more fully detailed in our response, GTL has provided a technology roadmap to ensure DOC/DHS stays at the forefront of offender/client telecommunications technology. GTL will continue to provide DOC/DHS with periodic software updates while continuing to maintain the robust feature set of today's LazerPhone solution. It is GTL's goal to ensure that DOC/DHS's offender/client calling system and software is never out of date, and to continue providing the state of the art investigative and administrative tools DOC/DHS has come to expect from GTL. With LazerPhone's centralized platform and modular design, the system is fully capable of supporting future expansion and the changing needs of the DOC/DHS.

GTL EXPERIENCE, RELIABILITY AND STABILITY

Global Tel*Link has been providing inmate telephone systems since 1989, with the sole focus of providing exceptional telecommunications service to correctional facilities. GTL has the resources to fully support the DOC/DHS Offender/Client Telephone System Program. Evidence of GTL's experience, reliability and stability are provided in the *GTL Profile and References* section of our proposal. Our record of performance at DOC/DHS facilities and within the industry is a testament to our ability to successfully meet the requirements and expectations of the DOC/DHS.

GTL's decades of service to detention and correctional agencies across the nation have produced a management team with unparalleled experience. Many agencies, large and small, have demonstrated appreciation for GTL's time-honored excellence by renewing their GTL contracts and awarding new contracts to GTL following the expiration of previous agreements.

Our high renewal and re-award track record is a direct by-product of focusing on customer requirements, listening to our customers' recommendations for improvement and working together toward a common goal. GTL is the logical choice for DOC/DHS to fulfill its need for dependable, high quality offender/client telephone services without interruption.

A critical element to the maintenance and support for the State of Minnesota is the organization structure which supports our Minnesota DOC Account Team. *GTL's Minnesota DOC/DHS Account Team has DOC/DHS specific experience and relationships that no other provider can replicate.* Experience is a word that is frequently used to describe someone's capability or previous work engagements. Specific to Minnesota, Bob Parnell, current DOC/DHS Project Manager, has successfully managed the Minnesota DOC/DHS project for over 6 years.

His experience is at the contract level overseeing all elements of the contract. Others may claim they have experience with Minnesota based on previous engagements however this experience is not at the project level and is certainly based on but one element of a project. Bob's experience

includes contract management, maintenance and support, implementation management, friends and family support and overall customer satisfaction.

Bob has the resources of GTL at his disposal. GTL is exclusively focused on inmate telecommunications at its sole line of business. We are not a separate business unit in a larger company. We do not employ the integrator approach cobbling together partners of convenience. We are the prime contractor, the manufacturer and developer of our solution for Minnesota. We minimize the use of subcontractors to deliver a direct solution for Minnesota. However our subcontractor, CCG, *exclusively provides service, maintenance, and repair to GTL nationwide and for the State of Minnesota.*

Proven Financial Stability. GTL is a reliable, financially secure company with resources to fully support DOC/DHS's objectives.

- Reputable and solid financial investors include Veritas Capital, a leading private equity firm, and Goldman Sachs, a leading global financial services firm.
- Sound balance sheet providing liquidity and conservative leverage as needed.
- Strongest cash flow in the industry.
- Largest provider in the industry: highest annual revenue and largest asset base.
- Premier inmate telecom provider: over 40% of U.S. correctional industry market share.
- Our strong financial position is a direct result of gaining the trust of our customers through world class service leading to multiple contract awards and renewals.
- GTL is the most financially capable provider to fund the substantial commissions for this contract to create a consistent revenue stream for DOC/DHS while providing affordable rates for offender/clients and their families.

LOWER RATES AND VALUE BEYOND

GTL is fully committed to earning the privilege of continuing to serve as the DOC/DHS offender/client service provider by offering immediate and long-term economic benefits.

Historically, GTL's call completion percentages have typically matched or exceeded those of competitors whose systems offer far fewer capabilities. GTL continues to offer the widest array of payment methods and the lowest possible calling rates for offender/client families and friends.

The value of our technology and service can be measured far beyond the commission offered. We ask that you consider the monetary value of the system you choose beyond the quoted rates alone.

For over **20 years**,
Global Tel*Link has
provided inmate calling
services and solutions
and currently serves
over 400 major
prisons nationwide.

Each day we process
over **2,000,000** inmate
telephone calls and
average daily more than
64,500 separate phones.

Our extensive
knowledge of inmate
services, practices,
regulations and
processes distinguishes
us from other inmate
providers.

ECONOMIC BENEFITS

GTL's innovative and flexible offender/client call payment options maximize both the revenue potential for DOC/DHS and the calling opportunities for relatives and friends of offender/clients, by ensuring that more offender/client calls can be completed.

- Collect call billing via local exchange carriers: GTL and/or our billing agents have billing agreements with all major LECs and many competitive local exchange carriers (CLECs).
- We automatically offer a prepaid alternative to called-parties who have CLEC-provided service not covered by billing agreements.
- GTL's proactive Direct Remit opportunity permits an offender/client's call to complete to a number that cannot accept collect calls to be completed if the called party chooses to setup a prepaid account.
- GTL Direct Remit accounts can be established at any time via our customer service center. GTL accepts a variety of convenient payment methods, including cashier's checks, money orders, VISA, MasterCard, and Western Union.
- Offender/Clients will continue to have an option to prepay for calls themselves. Offender/Clients can self-deposit funds into their LazerPhone PIN Debit Accounts by transferring funds from their commissary accounts to their telephone accounts.

DOMESTIC CUSTOMER SERVICE CENTER

GTL believes that the out-sourcing of customer service to foreign call centers, a practice aggressively adopted by some of our competitors, significantly increases the confusion and frustration already experienced by people who have loved ones or friends in correctional facilities. Listening to customer complaints about an offshore call center (briefly "inherited" with one of GTL's business acquisitions) supported our conviction that "less expensive" foreign call centers are an unacceptable substitute for quality customer service. Needless to say, we closed the "inherited" center.

Parties receiving offender/client calls though LazerPhone benefit from the courteous, knowledgeable assistance of GTL staff in the Billing and Customer Support Center at GTL Headquarters in Mobile, Alabama. To ensure prompt and efficient service, we maintain a backup Billing Support Center in Gainesville, Florida.

DOC/DHS GTL ACCOUNT TEAM – 44 YEARS OF DOC/DHS and OFFENDER/CLIENT SYSTEM EXPERIENCE

Maintaining continuity of the project staff in the day to day operations of the offender/client telephone system is paramount to achieving DOC/DHS's primary goal of this RFP: "to provide the best combination of security, reliability, service and calling commissions using a combined debit/collect call system." GTL's is pleased to offer DOC/DHS the most experienced account team in the inmate market today by retaining the current staff under the leadership of DOC/DHS Project Manager, Bob Parnell.

GTL Exclusively Utilizes Domestic Call Centers

As a technical support center, DOC/DHS staff and billing support for inmate families and friends are provided by GTL experts in call center service centers.

As DOC/DHS's business partner and incumbent provider for the past 15 years, our team has extensive experience and in depth knowledge of DOC/DHS's policy and procedures, institution layout and topology.

More importantly, we have forged many long term relationships with DOC/DHS's staff at each facility and at the central office which no other provider can offer. With that experience and knowledge in conjunction with being the premier provider of inmate calling service in the country, DOC/DHS can feel confident that no matter what the challenge or scope of the offender/client program, GTL's staff will exceed DOC/DHS's expectations.

Collectively, the current account team, led by Bob Parnell DOC/DHS Project Manager, has **44 years** of experience supporting DOC/DHS and offender/client systems: **44 years** of direct knowledge of the inner workings of each facility, the staff, the offender/clients and DOC/DHS policies. We are augmenting this experienced staff with new team members: 1 field service technician located in Duluth, MN. Their primary objective will be to apply the same level of service DOC/DHS has come to expect from GTL and expand our field service coverage in northern Minnesota.

Bob Parnell, DOC/DHS Project Manager, Bob has over 6 years of project management experience; serving as project manager for the current DOC/DHS contract. Additionally, Bob has over 11 years of Offender Phone management experience serving other large contracts including Kenosha County, Wisconsin and the City of St. Louis Jail. Bob also helped manage large deployments including the Ohio Department of Rehabilitation and Corrections.



GTL Account Team ~ DOC/DHS-Experienced and Minnesota Trained and Badged

GTL's DOC/DHS Account Team, including our Minnesota-based field service members, are listed below to highlight their years of experience supporting DOC/DHS under GTL's current offender/client contract .

➤ Bob Parnell - DOC/DHS Project Manager

- ❖ **Bob has over 6 years experience as the DOC/DHS Project Manager and over 11 years experience in the inmate telecommunications market.**

➤ **Chris Gickler – Director of Field Services**

- ❖ Chris has over 2 years experience working with DOC/DHS and over 11 years experience in the inmate telecommunications market

➤ **Skip Smith - DOC/DHS Account Manager**

- ❖ Skip has over 2 years experience working with DOC/DHS and over 18 years in the inmate telecommunications market planning, managing and supporting inmate systems and customer accounts.

➤ **DOC/DHS Technical and Field Service Staff**

- ❖ CCG Lead Field Service Technician - Over 2 years working with DOC/DHS and 10 years of telecommunications experience.
- ❖ ****New**** CCG Field Service Technician – Duluth, MN
- ❖ Dan Rhehorst – CCG Field Service Technician with 2 inmate telecommunications experience and 37 years of telecommunications experience.
- ❖ Dan Winiariski – CCG Field Service Technician with 9 inmate telecommunications experience and 44 years of telecommunications experience.
- ❖ Rick Muncy – CCG Field Service Technician with 9 inmate telecommunications experience and 39 years of telecommunications experience.

GTL Executive and Support Sponsors

Bob Jones, Senior Vice President of Sales, is responsible for providing executive leadership and sponsorship for this project. Bob has over 30 years experience in the telecommunications industry. He retired from SBC Communications prior to joining the management team at GTL.

Lauren Studebaker, Senior Vice President of Services, will be GTL's Executive Liaison, providing leadership for the delivery of Field Services, Technical Support, Implementation and Billing Customer Support. Lauren's extensive executive leadership has spanned more than 23 years in the telecommunications industry with a broad range of successful management of cross functional teams.

Chuck Parrish, Executive Director of Field Services, provides executive oversight for the Field Services team responsible for the operational activities for DOC/DHS. Chuck has nationwide responsibility for all of GTL's field service operations. Combined with his 20+ years in the correctional industry working for a large DOC and his experience with GTL, Chuck is a key member of our DOC/DHS Account team.

Experience = Results

44 years of DOC/DHS and offender/client experience has yielded significant accomplishments that have improved the operations of DOC/DHS's offender/client system. Below are some highlights of these accomplishments and processes the current GTL Account Team has delivered and continues to perform to ensure the system is fully operational, turnkey and reliable while minimizing DOC/DHS staff time:

- Converted MNDOC from local debit calling platform to a centralized automated debit system.
- Automated the offender PIN process by developing a feed between MNDOC and GTL.
- Added remote CIP camps to the existing MNDOC calling platform.
- Added both DHS facilities to the existing MNDOC calling platform.
- Worked with OSI staff in setting up Rape Prevention Hot Line.
- Worked with OSI staff in setting up Cold Case Tip Line.
- Provided VPN connections to the MNDOC OSI staff allowing them the flexibility to work outside their normal business location and business hours.
- Providing translation support with MNDOC ADA staff and translators for TTY and TDD recorded calls.
- Work with hearing impaired inmates to provide them with communication via relay and direct TTY to TTY communications.
- Worked with DHS staff and their 3rd party recording vendor to interface recording equipment with GTL calling system.
- Worked with DOC and their 3rd party recording vendor to develop an interface with the recording equipment and the GTL calling system. Worked in identifying voltage issues between both systems and resolving. Continue to have open communications with all three parties to manage the interface on a daily basis.
- Developed FTP process and provided FTP server for the integration of GTL SMDR for iBase integration.
- Various Site expansions at Faribault (4 "K" buildings), Lino Lakes (1 "K" building), and Moose Lake MSOP (1 "K" building).

GTL's Commitment to DOC/DHS

GTL welcomes this opportunity to present **one comprehensive turn-key solution** for your offender/client telephone service requirements and we are confident that our proposal meets and exceeds DOC/DHS's goals and objectives in all key areas defined in this RFP. GTL has consistently demonstrated as DOC/DHS's business partner our ability to deliver highly reliable offender/client telecommunications services, solutions for complex problems and automation to improve daily operational processes which benefit the offender/clients, friends and family members and DOC/DHS staff. Our DOC/DHS Account Team truly exemplifies a **"Whatever it Takes"** attitude toward providing service to DOC/DHS. GTL is committed to providing the highest quality, most reliable offender/client telephone services available at affordable rates to callers and call recipients while delivering new features and communications choices for all of the State of Minnesota.

DOC/DHS's RFP process will result in the submission of responses from vendors who will claim they will meet DOC/DHS's requirements; vendors who have no track record with DOC/DHS or any insight into the complex requirements of DOC/DHS's operational environment. Vendors were provided an opportunity via a question and answer period to better understand DOC/DHS's requirements. Assessing the quality of the questions asked during this venue, likely will result only in a topical insight about DOC/DHS's environment. DOC/DHS will make a 'choice' as a result of this process. DOC/DHS can select from the relatively unknown capabilities of these vendors or select a solution from your business partner for the past 15 years. Global Tel*Link.

GTL has demonstrated throughout our history with DOC/DHS a commitment to an honest and open relationship; a history of delivering on our commitments. We have embraced DOC/DHS's objectives and delivered solutions while improving the operational aspects of DOC/DHS's environments through innovation, sound business practices and a personal commitment from our account team. GTL welcomes the opportunity to extend our partnership with the DOC/DHS for the next 5 years!

There is one only choice for DOC/DHS: Global Tel*Link.

TERMS AND CONDITIONS



Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.201.2448
Fax: 651.297.3996

**REQUEST FOR PROPOSAL
(RFP)**

TITLE: Offender/Client Telephone Calling System

DUE DATE: October 23, 2009

TIME: 3:00 P.M. CENTRAL TIME, USA

PLACE: Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

CONTACT: Joan Breisler
Acquisition Management Specialist
Joan.breisler@state.mn.us

PHONE: 651.201.2448

FAX: 651.297.3996

CONTRACT PERIOD: From the date of Contract execution to March 31, 2012, with the option to renew up to 36 months upon agreement of both parties.

Your response to this Request for Proposal must be returned sealed. Sealed responses must be received in the office of the Director of the Materials Management Division and time-stamped no later than the date and time specified above, at which time the names of the vendors responding to this RFP will be read. Late responses cannot be considered. The laws of Minn. Stat. Ch. 16C apply to this Request for Proposal.

In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 90 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Contract between the undersigned vendor and the State of Minnesota.

Name of Vendor: GLOBAL TEL*LINK Vendor E-Mail: rpearson@gtl.net

Address: 6612 E. 75th ST. INDIANAPOLIS IN 46250

Phone: 317-558-3151 Fax: 317-558-3152 Date: 10/21/09

Authorized Signature: 

Typed name of signer: Jeffrey B. Haidinger Title: President - Services

Signer must be authorized to contractually obligate the vendor.

Type or print clearly the name of the person who prepared the response: Carolyn Mears

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

OVERVIEW

This Request for Proposal (RFP) describes a relationship to be established between the State and a responder to provide Offender/Client Telephone Calling System. The RFP also specifies contractual conditions and details the basis for the responses, the subsequent review, and the final selection process.

Detailed Contract obligations and measures of performance will be defined in the final negotiated Contracts. The RFP shall not be construed to limit the State's right to issue or not issue any Contract, to reject all proposals, or to negotiate with more than one responder. Specific rights are detailed elsewhere in this RFP.

Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Joan Breisler
Acquisition Management Specialist **Fax: 651.297.3996**
Department of Administration **E-mail:**
joan.breisler@state.mn.us **Materials Management Division**
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

GTL Response: Read, understands and will comply.

SCHEDULE OF EVENTS

This section provides a tentative schedule of the critical project dates. Responders should carefully examine and make certain they have a clear understanding of the requirements of the specified project milestones and the associated dates.

<u>Event</u>	<u>Date Scheduled</u>
Issue of RFP	September 22, 2009
Cutoff Date for Questions	October 2, 2009 at 10:00 a.m.
Response Due Date	October 23, 2009

GTL Response: Read, understands and will comply.

SUBMITTING QUESTIONS

The deadline for submitting questions is October 2, 2009, at 10:00 a.m. Questions must be submitted, via e-mail only, to the Acquisition Management Specialist listed above. All questions received by the cutoff date will be responded to via an addendum to all responders.

GTL Response: Read, understands and will comply.

PROPOSAL PREPARATION

NOTE: Responses are to be prepared and presented in the same sequential order as the questions and requests for comments are presented in this document. Responses deviating from the request for proposal format and organization may be removed from further consideration. Responses are expected to provide a straightforward and concise description of the responder's ability to meet the requirements.

Each response must be submitted with the pricing components separated in a sealed envelope and marked "**Pricing Proposal.**" All other applicable material must be submitted together and marked "**General Proposal.**"

Submit one original and 5 copies of the response in written form and 1 electronic copy. The original copy of the response must be signed by an authorized member of the firm and marked "Original." Responses are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside.

Costs for developing a response to this RFP are entirely the responder's responsibility and shall not be chargeable to the State of Minnesota or to any agency thereof.

GTL Response: Read, understands and will comply.

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS

INTRODUCTION

This Request for Proposal does not commit the State to award any Contract or to pay any costs incurred by the vendors responding. The following terms set forth the minimum requirements of the State and may be included in the Contract entered into by the State and the Contract Vendor. Any materials submitted may be incorporated by reference in the final Contract.

All general proposal terms, specifications and special conditions form a part of this RFP and will apply to any Contracts entered into as a result thereof.

The State reserves the right to accept or reject any or all responses or parts of responses and to waive informalities therein.

All responses must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this RFP to the Acquisition Management Specialist shown on page one. **THIS IS A REQUEST FOR PROPOSAL; NOT A PURCHASE ORDER.**

GTL Response: Read, understands and will comply.

1. **ESTIMATED AMOUNT.** See Special Terms, Conditions, and Specifications.

GTL Response: Read and understands.

2. PREPARATION OF RESPONSE

- a. **ALTERATIONS.** Any alteration, particularly in the price used to determine the successful response, may be rejected unless the alteration is initialed by the person authorized to contractually obligate the responder. Proof of authorization shall be provided upon request. **The use of correction fluid or typewriter correction tape is considered an alteration.**

GTL Response: Read, understands and will comply.

- b. An **AUTHORIZED SIGNATURE** is required. The response must be in the legal name of the firm or business and must be fully and properly executed and signed by an officer or other authorized representative who shall state his/her title. **ONE ORIGINAL** and 5 copies of the response are requested.

Proof of authority of the person signing the response shall be furnished upon request. If the responder is a corporation, a secretarial certificate of an excerpt of the corporate minutes showing that the signing officer has authority to contractually obligate the corporation shall be furnished. Where the corporation has designated an attorney-in-fact, the ordinary power of attorney should be furnished. If the responder is a partnership, a letter of authorization shall be furnished, signed by one of the general partners. If the responder is a proprietor, and the person signing the response is other than the owner, a letter of authorization signed by the owner shall be furnished.

GTL Response: Read, understands and will comply.

- c. The **AFFIRMATIVE ACTION DATA PAGE** must be completed and returned with the response. All responders must be in compliance with Minn. Stat. § 363A.36, Subd. 1, as amended, pertaining to affirmative action certificates of compliance.

GTL Response: Read, understands and will comply. Please see *Tab: Forms*.

- d. The **TRADE SECRET INFORMATION FORM** should be filled out and returned with your response.

GTL Response: Read, understands and will comply. Please see *Tab: Forms*.

- e. The **AFFIDAVIT OF NONCOLLUSION** must be completed and returned with the response.

GTL Response: Read, understands and will comply. Please see *Tab: Forms*.

- f. The **SERVICE and DELIVERY** form should be completed and returned with the response.

GTL Response: Read, understands and will comply. Please see *Tab: Forms*.

- g. ~~Applicable sections of the **CONTRACT SAVINGS AND USAGE REPORTS** should be completed and returned with the response. (Deleted per RFP Addendum #1)~~

- h. The **ENVIRONMENTAL REPORTS** should be completed and returned with the response.

GTL Response: Read, understands and will comply. Please see *Tab: Forms*.

- i. When included, the **EXTENSION TO COOPERATIVE PURCHASING VENTURE (CPV) MEMBERS** form should be completed and returned with the response.

GTL Response: Read, understands and will comply. Please see *Tab: Forms*.

- j. The **TAXPAYER IDENTIFICATION** form should be completed and returned with the response.

GTL Response: Read, understands and will comply. Please see *Tab: Forms*.

- k. When included, the **LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION** form must be completed and returned with the response.

GTL Response: Read, understands and will comply. Please see *Tab: Forms*.

- l. The **Immigration Status Certification** form should be completed and returned with the response.

GTL Response: Read, understands and will comply. Please see *Tab: Forms*.

3. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.

GTL Response: Read, understands and will comply.

4. **ACTING IN CASES OF DOUBTFUL RESPONSIBILITY.** If the Manager of Acquisitions, on the basis of available evidence, concludes that a particular responder appears to be insufficiently responsible to ensure adequate performance, the response may be rejected.

GTL Response: Read, understands and will comply.

5. **NONRESPONSIVE RESPONSES.** Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.

GTL Response: Read and understands.

6. **INDEMNIFICATION, HOLD HARMLESS, AND LIMITATION OF LIABILITY.** The Contract Vendor shall indemnify, protect, save and hold harmless the State, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State arising from the performance of the Contract by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the State's failure to fulfill its obligations pursuant to the Contract.

The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder for an aggregate amount in excess of \$10,000,000 or the Contract amount, whichever is greater. This limitation of liability does not apply to damages for personal injury or death, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement claims under paragraphs 54 and 60 of this Agreement. This indemnification does not include liabilities caused by the State's gross negligence or intentional wrong doing of the State.

GTL Response: Read, understands and will comply.

7. **LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished shall comply fully with all State and federal laws and regulations, including Minn. Stat. § 181.59 and Minn. Stat. Ch. 363 prohibiting discrimination.

GTL Response: Read, understands and will comply.

8. **CANCELLATION OF THE CONTRACT.** The Contract may be cancelled by the State or the commissioner of Administration at any time, without cause, upon 30 days' written notice to the Contract Vendor. In the event the Contract Vendor is in default, the Contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of cancellation, the Contract Vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted.

GTL Response: Read, understands and will comply.

9. **STATE AUDITS (Minn. Stat. § 16C.05, Subd. 5).** The books, records, documents, and accounting procedures and practices of the Contract Vendor and its employees, agents, or subcontractors relevant to the Contract or transaction must be made available and subject to examination by the contracting agency or its agents, the Legislative Auditor and/or the State Auditor for a minimum of six years after the end of the Contract or transaction.

GTL Response: Read, understands and will comply.

GTL requests we are provided reasonable notice prior to the audit.

10. **CONTRACT DOCUMENTS.** Contract documents, including insurance requirements in the RFP, are to be returned within 14 calendar days from receipt of the documents. Failure to comply may result in cancellation of the award.

GTL Response: Read, understands and will comply.

11. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.

GTL Response: Read, understands and will comply.

12. **AWARD.** Unless otherwise provided for in the Special Terms, Conditions, and Specifications, the award of this solicitation will be based upon the total accumulated points as established in the RFP and where the State believes, at its sole discretion, that it will receive the best value. First consideration will be given to the responder with the highest total points.

In the event that contract negotiations are unsuccessful, the responder with the next highest number of points will be selected for consideration. The final award decision will be made by the commissioner of Administration or designate. The Commissioner may accept or reject the recommendation of the evaluation team.

GTL Response: Read, understands and will comply.

13. **ANTITRUST.** The Contract Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.

GTL Response: Read, understands and will comply.

14. **INSURANCE.** The successful responder will be required to provide a copy of a Certificate of Insurance, including the workers' compensation insurance coverage requirements of Minn. Stat. § 176.181, subd. 2, as per the attached **CERTIFICATE OF INSURANCE**, prior to execution of the Contract.

GTL Response: Read, understands and will comply.

15. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the state contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contract Vendor and all data provided to the State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the State. The State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Contract, the Contract Vendor shall retain responsibility under the terms of this paragraph for such work.

GTL Response: Read, understands and will comply.

16. **DISPOSITION OF RESPONSES.** All materials submitted in response to this RFP will become property of the State and will become public record after the evaluation process is completed and an award decision made. If the responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the responder must:
- a. clearly mark all trade secret materials in its response at the time of the response is submitted,
 - b. include a statement with its response justifying the trade secret designation for each item, and
 - c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a

Contract. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State. The State is required to keep all the basic documents related to its Contracts, including responses to RFPs, for a minimum of seven years.

The State will not consider the prices submitted by the responder to be trade secret materials.

GTL Response: Read, understands and will comply.

17. **RIGHTS RESERVED.** Notwithstanding anything to the contrary, the State reserves the right to:

- a. Reject any and all responses received;
- b. Select, for contracts or for negotiations, a response other than that with the lowest cost;
- c. Waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- d. Negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
- e. Request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and
- f. Terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Contract.

GTL Response: Read, understands and will comply.

18. **PAYMENT.** Not applicable.

GTL Response: Read, understands and will comply.

19. **TAXES.** Not applicable.

GTL Response: Read, understands and will comply.

20. **PURCHASING CARDS.** Not applicable.

GTL Response: Read, understands and will comply.

21. **PRICES.** Prices shall remain firm for the like of the Contract unless escalation is allowed in the Special Terms and Conditions. A unit price and a total for the quantity must be stated for each item quoted in case of an error in the total price, the unit price will prevail. Prices must be quoted in United States currency.

GTL Response: Read, understands and will comply.

- a. **TRANSPORTATION.** Not applicable.

GTL Response: Read, understands and will comply.

- b. **PRICE DECREASES.** During the life of the Contract, any or all temporary price reductions, promotional price offers, introductory pricing, or any other offers or promotions that provide prices lower than or discounts higher than those stated in the Contract, must be given immediately to the entities eligible to purchase from the Contract. Invoices for goods ordered or shipped or services performed during the decrease, or promotion, must immediately reflect such pricing.

GTL Response: Read, understands and will comply.

GTL respectfully suggests this provision is better suited for procurement agreements, rather than the concession type arrangement solicited by the RFP and does not apply to this agreement.

22. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Contract arising from this RFP shall be effective upon the date of final execution by the State, unless a later date is specified in the Contract.

GTL Response: Read, understands and will comply.

23. **RISK OF LOSS OR DAMAGE.** The State shall be relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, installation, and during the entire time the goods and/or equipment are in possession of the State, unless and until such time as unencumbered title is vested in the State and the goods and/or equipment are in exclusive possession of the State.

GTL Response: Read, understands and will comply.

24. **GOVERNING LAW.** The RFP and the Contract shall be construed in accordance with and its performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State. To the extent the Contract entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the UCC, except when to so deem such services as "goods" is unreasonable.

GTL Response: Read, understands and will comply.

25. **JURISDICTION AND VENUE.** This RFP and any ensuing Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Contract, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota.

GTL Response: Read, understands and will comply.

26. **REQUEST FOR CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as specified in the introduction, of such error and request modification or clarification of the document.

GTL Response: Read, understands and will comply.

27. **CONFLICT OF TERMS.** In the event of any conflict between the General Terms, Conditions and Instructions and any Special Terms and Conditions of the RFP, the Special Terms and Conditions shall govern.

GTL Response: Read, understands and will comply.

28. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to the AMS prior to the bid opening due date and time. Any issue a responder has with the Contract award must be submitted in writing to the AMS within five working days from the time the Contract award is made public. The State will respond to any protest received that follows the above procedure.

GTL Response: Read, understands and will comply.

29. **FORCE MAJEURE.** Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform.

A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

GTL Response: Read, understands and will comply.

30. **DEFAULT.** A State purchase order constitutes a binding Contract. All commodities furnished will be subject to inspection and acceptance by the ordering entity after delivery. No substitutions or cancellations are permitted without written approval of the State contracting agency. Back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase order and/or the Contract authorizes the ordering entity to cancel the Contract or purchase order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contract Vendor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contract Vendor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

GTL Response: Read, understands and will comply.

31. **PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State Contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the Materials Management Division Acquisition Management Specialist and the Department of Administration's Communication Office.

The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Contract without the prior written consent of the Department of Administration. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

GTL Response: Read, understands and will comply.

32. **NOTICES.** If one party is required to give notice to the other under the Contract, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the State shall be addressed as follows:

Joan Breisler
Acquisition Management Specialist
50 Sherburne Avenue
112 Administration Bldg.
St. Paul, MN 55155

Fax: 651.297.3996

GTL Response: Read, understands and will comply.

33. **STATE AGENCY CONTRACT USE.** The State intends to use this RFP and the resulting Contract to meet its needs for goods and services purchased under the authority of the commissioner of Administration. An exception will be made when the commissioner of Administration or authorized delegate determines that the State will achieve its "best value" by utilizing alternative procurement methods as specified in Minn. Stat. Ch. 16C or other authorizing law.

The Contract must be used by State agencies unless a specific exception is granted by the Acquisition Management Specialist or authorized delegate unless otherwise provided for in the Special Terms and Conditions.

GTL Response: Read, understands and will comply.

34. **MATERIAL DEVIATION.** A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the State's terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE SPECIAL TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the Request for Proposal general or special terms and conditions and/or specifications that:

- a. Gives the responder taking the exception a competitive advantage over other vendors, or
- b. Gives the State something significantly different from that which the State requested.

GTL Response: Read, understands and will comply.

35. OWNERSHIP

- a. **Ownership of Documents/Copyright.** Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Contract and paid for by the State shall be the exclusive property of the State and all such material shall be remitted to the State by the Contract Vendor upon completion, termination or cancellation of the Contract. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Contract without the prior written consent of the State.
- b. **Rights, Title and Interest.** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Contract, will be the property of the State and are, by the Contract, assigned to the State along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the State, to execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the State in performance of the Contract shall be considered "works for hire" as defined in the U.S. Copyright Act.

GTL Response: Read, understands and will comply.

However GTL respectfully clarifies that this provision is suited for procurement agreements, rather than the concession type arrangement solicited by the RFP, insofar as all products and services are provided free-of-cost to the MN DOC. Under the current arrangement, Contractor retains all right, title, and interest in and to equipment, software, and work product and proprietary information of every type, provided or created by Contractor pursuant to the Contract, with the exception of inmate call recordings and call detail records, which would be owned by the MN DOC for the duration of the Contract.

36. PURCHASE ORDERS. Not applicable.

GTL Response: Read, understands and will comply.

37. AMENDMENT(S). At any time the State may make changes within the general scope of the Contract by issuing a written Contract amendment duly executed by an authorized representative of the State and the Contract Vendor. If any such change causes an increase or decrease in the time required for the performance of any part of the work under the Contract, an adjustment shall be made in the Contract delivery schedule and cost, and the Contract Vendor shall be notified in writing accordingly. Any claim by the Contract Vendor for adjustment under this clause must be asserted within 30 days from the date of receipt of the notification of change. Either party may propose adjustments. If the Contract Vendor seeks an adjustment, it must request such adjustment in writing.

The Contract Vendor is required to provide a certain level of effort in producing the analysis and documentation. The State will not compensate the Contract Vendor for changes in requirements that do not result in a corresponding change in the level of effort. The State shall receive credit for reductions in level of effort due to changes and shall pay for increases in the level of effort.

Contract amendments shall be negotiated by the State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Contract amendment means one approved by the authorized signatories of the Contract Vendor and the State as required by law.

GTL Response: Read, understands and will comply.

- 38. COPYRIGHTED MATERIAL WAIVER.** The State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials.

By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the State in the defense of any such action.

GTL Response: Read, understands and will comply.

39. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.

Instructions for certification:

1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

GTL Response: Read, understands and will comply.

- b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.
 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

GTL Response: Read, understands and will comply.

40. NONVISUAL ACCESS STANDARDS. Nonvisual access standards require:

That the effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

GTL Response: Read, understands and will comply.

GTL's LazerPhone-related software and hardware are in compliance with the Minnesota Nonvisual Access Standards; providing access to persons with or without visual impairments by having the following features and characteristics:

For Workstation Users

- Accessibility features within IE7 and Windows XP are available: SoundSentry; ShowSounds; Display Options (high contrast; cursor size); Keyboard Options (StickyKeys, FilterKeys, ToggleKeys; MouseKeys); Audio Control.
- All keyboard keys are tactilely discernible. Keys "J" and "F" include tactile marks.
- Optional feature available to provide a periodic audible tone when the CAPS LOCK, NUM LOCK or SCROLL LOCK changed.
- Speaker volume controls and keyboard keys can be operated with minimal force with one hand.
- The delay before key repeat is activated is adjustable to at least 2 seconds and the key repeat rate is adjustable to 2 seconds per character
- GTL uses standard computer equipment with expansion slots. Workstations are equipped with multiple ports, connectors and interfaces for interaction with externally connected accessibility devices; typically including:
 - Rear mounted - 1 audio out, 1 audio/mic in, 1 10/100/1000 Ethernet, 6 USB 2.0, 1 VGA, 1 serial, 1 parallel,
 - Internal - 2 PCIX low-profile, and 1 PCIe low-profile.
 - Front mounted - 2 USB 2.0, 1 headphone, 1 mic, with externally accessible drive bays of 1 5-1/4" occupied by a DVD-RW and 1 3-1/2" occupied by a 1.44MB FDD.

For Offender/Clients

- Touch Tone telephones with keypads in standard 3x3 plus zero configuration.
- Telephone keypad has tactile indicator on the 5 key.
- Fully automated operator service with verbal, step-by-step dialing prompts and other call instructions or information.

41. **ENTIRE AGREEMENT.** A written Contract (including the contents of this RFP and the Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Contract.

GTL Response: Read, understands and will comply.

42. **SEVERABILITY.** If any provision of the Contract, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Contract is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

GTL Response: Read, understands and will comply.

43. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and the response of the successful vendor will become contractual obligations, along with the final Contract, if acquisition action ensues. The State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.

GTL Response: Read, understands and will comply.

44. **ASSIGNMENT.** The Contract Vendor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's authorized agent. Such consent shall not be unreasonably withheld. The Contract Vendor shall give written notice to the State's authorized agent of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of the Contract. Failure to do so may result in the Contract Vendor being held in default. This consent requirement includes reassignment of the Contract due to a change in ownership, merger, or acquisition of the Contract Vendor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contract Vendor's right to assign the Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contract Vendor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.

GTL Response: Read, understands and will comply.

45. **CHANGE REQUESTS.** The State reserves the right to request, during the term of the Contract, changes to the products offered. Products introduced during the term of the Contract shall go through a formal review process. A formal process of changing the Contract shall be developed during the negotiation of the Contract. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Contract as well as defining how adding the product will enhance the Contract. The State

may request that products, other than those recommended, are added to the Contract.

In the event that the State desires to add new products and services that are not included in the original Contract, the State requires that independent manufacturers and resellers cooperate with the already established Contract Vendor in order to meet the State's requirements. Evidence of the need to add products or services should be demonstrated to the State. The Contract shall be modified via supplement or amendment. The State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Contract without the State's prior approval.

GTL Response: Read, understands and will comply.

46. **TG/ED PREFERENCE.** In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at www.mmd.admin.state.mn.us under "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's Help Line at 651.296.2600.

GTL Response: Read, understands and will comply.

GTL is not a TG/ED business.

47. **SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Contract(s). These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless, and Limitation of Liability; State Audits; Government Data Practices; Governing Law; Jurisdiction and Venue; Intellectual Property Indemnification; and Publicity.

GTL Response: Read, understands and will comply.

48. **PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Contract that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

GTL Response: Read, understands and will comply.

49. **AFFIRMATIVE ACTION.** The State requires affirmative action compliance by its Contract Vendors.
- a. Covered Contracts and Contract Vendors. If the Contract exceeds \$100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day

during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, Subd. 1 and Minnesota Rules 5000.3400-5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, Subd. 1, because it employed more than 40 full-time employees in another state and which does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

- b. Minnesota Statutes Section 363A.36, Subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of Human Rights (commissioner) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and Contract consequences in that event. A Contract awarded without a certificate of compliance may be voided.
- c. Minnesota Rules 5000.3400-5000.3600 implement Minn. Stat. § 363A.36, Subd. 1. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and Contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn Rules 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- d. Disabled Workers. The Contract Vendor must comply with the following affirmative action requirements for disabled workers.

"AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, Subd. 1, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants, and the rights of employees and applicants.

- (e) The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other Contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363A.36, Subd. 1, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- e. **Consequences.** The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of this Contract by the commissioner or the State.
- f. **Certification.** The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, Subd. 1 and Minnesota Rules 5000.3400 to 5000.3600 and is aware of the consequences for noncompliance.

GTL Response: Read, understands and will comply.

GTL hereby affirms that we are in compliance with Federal affirmative action requirements. Please find GTL's Affirmative Action Data Page at **Tab: Forms**.

50. **USAGE REPORT.** Not applicable.

51. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied to the State by the responder contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the responder must provide the State with Material Safety Data Sheets regarding those substances (including mercury). A copy must be included with each delivery.

GTL Response: Read, understands and will comply.

Please find GTL's Environmental Reports at **Tab: Forms**.

52. **STATE REQUIREMENTS.** The Contract Vendor is responsible to present information to State agency and Cooperative Purchasing Venture (CPV) customers regarding product compliance with State requirements. The Contract Vendor's catalog and other marketing materials utilized to offer products under this Contract shall affirmatively state when a product is in compliance with the Americans with Disabilities Act (ADA), the Nonvisual Access Standards (Minn. Stat. Ch. 16C.145), and the Energy Star Standards. The Contract Vendor must also indicate in the catalog or other marketing materials if the product will not operate, is not intended to operate, or will not operate under full manufacturer's warranty, using paper with a post-consumer recycled content of 30 percent or greater. If any descriptive marketing materials are silent as to any or all of these requirements (e.g., ADA compliance, functions utilizing 30 percent recycled content paper), the Contract Vendor agrees that the customer can assume the product meets or exceeds the State requirements.

GTL Response: Read, understands and will comply.

53. **COPYRIGHT.** The responder shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any

copyrighted or not copyrighted composition, secret process, patented or not patented invention, article or appliance furnished or used in the performance of the Contract.

GTL Response: Read, understands and will comply.

54. **NONDISCLOSURE OF CONFIDENTIAL INFORMATION.** The State agrees to protect all properly identified Contract trade secret material, as the term "trade secret" is defined in Minn. Stat. § 13.37. In the event a request is made for information which the Contract Vendor has identified as "trade secret", the State agrees to notify the Contract Vendor of said request and provide its determination as to whether disclosure is legally required, in addition to anticipated disclosure dates, if any, and to allow the Contract Vendor an opportunity, in its discretion and at its sole expense, to seek a protective order or otherwise protect the confidentiality of the information.

GTL Response: Read, understands and will comply.

55. **ORGANIZATIONAL CONFLICTS OF INTEREST.** The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contract Vendor's objectivity in performing the work is or might be otherwise impaired;
or
- the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Contract. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the AMS, the State may terminate the Contract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," and "AMS" modified appropriately to preserve the State's rights.

GTL Response: Read, understands and will comply.

56. **NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270.65 Subd. 3 Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

GTL Response: Read, understands and will comply.

57. ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE. Not applicable.

GTL Response: Read, understands and will comply.

58. PUBLIC INFORMATION. Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You can call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

GTL Response: Read, understands and will comply.

59. INTELLECTUAL PROPERTY INDEMNIFICATION. The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Contract will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Minnesota Attorney General's Office, and hold harmless the State against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the State.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the State the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the State is not reasonably available, the State shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law.

GTL Response: Read, understands and will comply.

60. PRODUCTS CONTAINING CERTAIN TYPES OF POLYBROMINATED DIPHENYL ETHER BANNED. By signing and submitting a response to this solicitation, Contractor/Responder certifies that they have read and will comply with Laws of Minnesota, 2007, Chapter 57 (to be codified at Minn. Stat. §§ 325E.385-325E.388).

GTL Response: Read, understands and will comply.

61. EMPLOYEE STATUS. By order of the Governor's Executive Order 08-01, responders MUST certify their compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et. Seq.) and certify their use of the *E-Verify* system established by the Department of Homeland Security.

If your response to this solicitation is or could be in excess of \$50,000, you must certify that you are in compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the Contract. All subcontractor certifications must be kept on file with the Contract Vendor and made available to the state upon request.

1. Responders are in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and that the responder and all its subcontractors do not knowingly employ persons in violation of the United States immigration laws. The Contract Vendor will obtain the State of Minnesota-Immigration Status Certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. The Contract Vendor and all its subcontractors will, by the date of the delivery of the product and/or performance of the services under this Contract, have implemented or are in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on this Contract.

If the Contract Vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the US immigration laws, or haven't begun to implement the *E-Verify* program for all newly hired employees in support of this contract, the state reserves the right to determine what action it may take, including but not limited to canceling the Contract, and/or suspending or debaring the Contract Vendor from state purchasing.

GTL Response: Read, understands and will comply.

GTL hereby certifies that we comply with the Immigration Reform and Control Act of 1986 and that our company and our one subcontractor, Cooper Communications Group, uses E-Verify to ensure that we do not hire and employ persons in violation of the United States immigration laws.

62. STATE EMPLOYEE PARTICIPATION. Not applicable.

63. **VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE.** In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference on the basis of award for this RFB. The preference is applied only to the first \$500,000 of the response.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete the Veteran-Owned/Service Disabled Veteran-Owned Preference Form in this solicitation, and include the required documentation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://l.vetbiz.gov>.

GTL Response: Read, understands and will comply.

GTL is not a Veteran-Owned/Service Disabled Veteran-Owned business.

64. **PREVAILING WAGE.** Not applicable.

GENERAL INSURANCE REQUIREMENTS

The Contractor/Contract Vendor (Contract Vendor), and/or their authorized distributor, dealer, reseller, subcontractor (Subcontractor), shall maintain insurance to cover claims which may arise from operations under this Contract, whether such operations are by the Contract Vendor, their Subcontractor, or by anyone directly or indirectly employed under this Contract. The State will determine whether the Contract Vendor or the Contract Vendor's Subcontractor insurance will be filed with the State.

The Contract Vendor, or their Subcontractor, shall not commence work under the Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. The Contract Vendor, or their Subcontractor, under this Contract can provide applicable services to the State of Minnesota and/or CPV members, hereinafter referred to as Owner.

All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the Contract.

REQUIREMENTS FOR THE CONTRACT VENDOR OR THEIR SUBCONTRACTOR:

The Contract Vendor's policy(ies), or their Subcontractor's policy(ies), shall be primary insurance to any other valid and collectible insurance available to the state of Minnesota with respect to any claim arising out of this Contract.

An Umbrella or Excess Liability insurance policy may be used to supplement the Contract Vendor's policy limits, or their Subcontractor's policy limits, to satisfy the full policy limits required by the Contract.

The Contract Vendor's policy(ies), or their Subcontractor's policy(ies), shall contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.

The Contract Vendor, or their Subcontractor, is responsible for payment of Contract related insurance premiums and deductibles.

If the Contract Vendor, or their Subcontractor, is self-insured, a Certificate of Self-Insurance must be attached.

The Insurance Companies used must have an "AM Best" rating of A- (minus), Financial Size Category (FSC) VII or better, and be authorized to do business in the State of Minnesota.

NOTICE TO THE CONTRACT VENDOR OR THEIR SUBCONTRACTOR:

The failure of the State of Minnesota to obtain Certificate of Insurance, for the policies required under this Contract or renewals thereof or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the Owner to the Contract Vendor, or their Subcontractor, to provide such insurance.

The Owner will reserve the right to immediately terminate the Contract if the Contract Vendor, or their Subcontractor, is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against the Contract Vendor or their Subcontractor. All insurance policies must be open to inspection by the state, and copies of policies must be submitted to state's authorized agent upon written request.

NOTICE TO INSURER:

The Contract Vendor's insurance company, or their Subcontractor's insurance company, waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

POLICY REQUIREMENTS:

1. Workers' Compensation Insurance:

- A. Statutory Compensation Coverage. If MN Statute 176.041 exempts the Contract Vendor, or their Subcontractor, from Workers' Compensation insurance or if the Contract Vendor, or their Subcontractor, has no employees in the State of Minnesota, the Contract Vendor, or their Subcontractor, must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excluded the Contract Vendor, or their Subcontractor, from MN Workers' Compensation requirements.

If during the course of the Contract the Contract Vendor, or their Subcontractor, becomes eligible for Workers' Compensation, the Contract Vendor, or their Subcontractor, must comply with the Workers' Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

- B. Coverage B - Employer's Liability with limits of not less than:
 - \$100,000 Bodily Injury by Disease per Employee
 - \$500,000 Bodily Injury by Disease Aggregate
 - \$100,000 Bodily Injury by Accident

Evidence of Subcontractor insurance shall be filed with the Contract Vendor or as directed by the State.

2. Automobile Liability Insurance:

The Contract Vendor, or their Subcontractor, shall maintain insurance to cover liability arising out of the operations, use, or maintenance of all owned, non-owned and hired automobiles.

A. Minimum Limits of Liability: \$2,000,000 - Per Occurrence - Bodily Injury and Property Damage Combined Single Limit

B. Coverages:

X Owned Automobile

X Non-

owned

Automobile

X Hired

Automobile

Evidence of Subcontractor insurance shall be filed with the Contract Vendor or as directed by the State.

3. General Liability:

The Contract Vendor, or their Subcontractor, shall maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract.

A. Minimum Limits of Liability:
\$2,000,000 - Per Occurrence
\$2,000,000 - Annual Aggregate
\$2,000,000 - Annual Aggregate applying to Products/Completed Operations

B. Coverages

X Premises and Operations Bodily Injury and

Property Damage X Personal & Advertising Injury

X Blanket Contractual

X Products and Completed Operations

X State of Minnesota named as an Additional Insured

GTL Response: Read, understands and will comply.

A sample insurance certificate is included as **GTL Attachment G: Sample Certificate of Insurance.**

SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS

PREFACE STATEMENT. THE INFORMATION CONTAINED BELOW DESCRIBES THE SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS APPLICABLE TO THE RFP AND SUBSEQUENT CONTRACT, AND IS IN ADDITION TO THE GENERAL TERMS AND CONDITIONS.

1. **PURPOSE AND BACKGROUND.** The purpose of this Request for Proposal (RFP) is to provide an offender/client telephone calling system for the Department of Corrections (DOC) and Department of Human Services (DHS) facilities located in Minnesota. This is also available to other State agencies and members of the Cooperative Purchasing Venture (CPV) program, if needed.

GTL Response: Read, understands and will comply.

GTL understands and agrees that our proposal to MN DOC/DHS for an Offender/Client Telephone Calling System constitutes a proposal to other CPV members; however this blanket offer holds true if such facilities are on par with the dimensions of the MN DOA as defined by having the same type and ratio of coin/coinless telephones as directly related to the active population count (ADP), the utilization of the same calling rates, a similar call mix by jurisdiction, generation of an equal or higher revenues per call. We would expect the following but would have to visit each on a case by case basis: (1) Large correctional facilities (≥ 500 inmates) served by an inmate telephone system – Range of ~ 50%; (2) small correctional facilities (< 500 inmates) served by an inmate telephone system – Range of 30% - 40%; (3) small correctional facilities (< 150 inmates) served by payphones – Range of ~ 20% - 25%. * The aforementioned do not support the installation of print or biometric type telephones and their corresponding platforms. GTL reserves the right to utilize the most cost effective platform to meet the needs of these facilities, while still satisfying the requirements for system performance as agreed to in the original MN DOA RFP response.

2. **ESTIMATED AMOUNT.** The resulting Contract will be no charge to the State. It shall also be understood and accepted by the Contract Vendor that any quantities or usage estimates shown in this RFP are estimates only and impose no obligation upon the State, either minimum or maximum.

GTL Response: Read, understands and will comply.

3. **CONTRACT PERIOD.** The Contract period shall be from date of Contract execution through March 31, 2012, with the option to extend an additional 36 months upon mutual agreement between the State of Minnesota and the Contract Vendor.

GTL Response: Read, understands and will comply.

4. **ESCALATION.** Prices shall be firm for the initial term of the Contract. After the initial term of the Contract, escalation may be allowed based upon a demonstrable industry-wide or regional increase in the Contract Vendor's costs.

Documentary evidence must be submitted prior to any proposed escalation of pricing. The amount of any increase is not to exceed 10 percent for any commodity/service over the life of the Contract. The exact amount of escalation, if any, will be governed by the validity of the documentary evidence

submitted. No price increase will be effective until approved by the Acquisition Management Specialist and set forth in a fully executed amendment to the Contract.

GTL Response: Read, understands and will comply.

5. **PRICING OFFERED IN RESPONSE.** Prices listed in your response to this solicitation must take into consideration all inherent costs of providing the requested goods and/or services. The responder agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, licenses and registrations. The State will not pay any additional charges beyond the price(s) listed in the response, unless otherwise provided for by law or expressly allowed by the terms of the solicitation.

GTL Response: Read, understands and will comply.

6. **FOREIGN OUTSOURCING OF SERVICE CONTRACTS.** Responders to this solicitation are required to complete the Location Of Service Disclosure and Certification which is attached. This form must be signed and returned with your response.

GTL Response: Read, understands and will comply.

7. **FOREIGN OUTSOURCING OF WORK PROHIBITED.** All services under this Contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all levels.

GTL Response: Read, understands and will comply.

8. **AWARD OF RELATED CONTRACTS.** In the event the State undertakes or awards supplemental Contracts for work related to the Contract or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All contracts between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.

GTL Response: Read, understands and will comply.

9. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor Contract for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Contracts between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.

GTL Response: Read, understands and will comply.

10. **ELECTRONIC FILE TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download a Word document from the following link:

<http://www.mmd.admin.state.mn.us/process/admin/documents/132700ffenderClientPhoneSystemRFP.doc>

This document contains solicitation requirements and price information. In order for you to download the document, you must type or copy and paste the link's file path and name into your browser address line. When the document file opens, use the "Save As..." feature to save the document to your computer hard drive or a disk.

The "Save As" feature does not work from the printed link - you need to put the complete file name and path in your browser's address line and open the document to be able to save the document to a disk. If you need assistance please contact our helpline at 651.296.2600.

GTL Response: Read, understands and will comply.

11. AWARD. The award will be made to the financially responsible and technically responsive vendor whose response conforms to all conditions and requirements of the RFP, and which is most advantageous to the State, with price and other factors considered.

Except at the invitation of the AMS, no activity or comments from responders regarding this RFP shall be discussed with any of the evaluation committee persons during the evaluation of the responses. A responder who contacts an evaluation committee member may, as a result, have its response rejected.

PHASES.

The State shall conduct an evaluation of responses to this RFP. The evaluations will be conducted in four phases:

Phase I - Review and select responsive, compliant responses

Phase II - Evaluate responses

Phase III - Select finalist

Phase IV - Sign Contract

Non-selection of any response will mean that either another response was determined to be more advantageous to the State or that the State exercised its right to reject all responses. At its discretion, the State may perform an appropriate cost and pricing analysis of a vendor's response, including an audit of the reasonableness of any response. During

the evaluation process, all information concerning the responses submitted will remain private and will not be disclosed to anyone whose official duties do not require such knowledge. At any time during the evaluation, the State may request that a responder provide explicit written clarification to any part of its response.

Phase I - Review and Select Responsive, Compliant Responses

The purpose of this phase is to determine if each response complies with the mandatory terms, conditions, and specifications in the RFP. A pass/fail criteria will be used. A response must comply with all instructions listed in this RFP. The State reserves the right to reject any and all responses, to modify these RFP specifications, or to waive any informalities in the RFP. Any response found to be non-responsive will be eliminated from further evaluation. Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Stat. § 13.591. The completion of the evaluation process is defined as the State having completed negotiating the Contract with the selected vendor. If no award is made the responses are not made public. The State will notify all responders in writing of the evaluation results.

Phase II - Evaluate Responses

Only those responses found to be responsive under Phase I will be considered in Phase II. The State may request clarification from one or more responders. The responses must be made in writing as the

State will only use what is in writing for evaluation purposes. The response to the request for clarification may be considered along with the original response for the evaluation.

However, the State reserves the right to make an award without further clarification of the responses received. Therefore, it is important that each response be submitted in the most complete manner possible.

Responses will be rated as follows:

System Requirements/Functionality	250 Points
Corp. Background & Expertise	100 Points
Commission Structure	100 Points
References	50 Points
Acceptance of Terms and Conditions	50 Points
TOTAL	550 Points

As indicated above, points will be awarded based on the level of acceptance of the State's terms and conditions as specified in this RFP. Acceptance of all terms and conditions will result in the award of the maximum points available. Responders should note that the State reserves the right to pursue negotiations on any exception taken. In the event that negotiated terms cannot be reached, the State reserves the right to reject the proposal. Responders should also note that the awarding of points does not automatically mean that the State has accepted the Responders proposed language.

Phase III - Select Finalist

Only those responses that are found to be responsive under Phases I and II will be considered in Phase III.

The State reserves the right to request oral presentations, and/or Best & Final offers by the responders and the opportunity to interview key personnel during Phase II and/or III. The State reserves the right to select the number of responders for the Best & Final offer, oral presentations, and/or to enter into negotiations. The evaluation scores may be revised as a result of the responses to the oral presentations, Best & Final offer, and/or negotiations.

First consideration will be given to the responder with the highest total points in the criteria listed in this RFP. In the event that contract negotiations are unsuccessful, the responder with the next highest number of points will be selected for consideration. Except at the invitation of the evaluation chairperson and with the approval of the AMS, no activity or comments from responders regarding this RFP shall be discussed with any of the evaluation committee persons during the evaluation of the responses. A responder who contacts an evaluation committee member may, as a result, have its response rejected.

The final award decision will be made by the commissioner of Administration or designate. The commissioner may accept or reject the recommendation of the evaluation team.

Phase IV - Sign Contract with Awarded Vendor.

GTL Response: Read, understands and will comply.

FORMS

Affirmative Action Data Page

Trade Secret Information Form

Affidavit of Non Collusion

Service and Delivery Form

Extension to Cooperative Purchasing Venture (CPV) Members Form

Taxpayer Identification Form

Location of Service Disclosure and Certification Form

Immigration Status Certification Form

Environmental Reports

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

1. has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

—or—

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. Proceed to **BOX C**. Include a copy of your certificate with your response.
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). Proceed to **BOX C**.
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. We acknowledge that our response will be rejected. Proceed to **BOX C**. Contact the Minnesota Department of Human Rights for assistance. (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. Proceed to **BOX C**.

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: GLOBAL TELEPHONE Date 10/21/09
Authorized Signature: [Signature] Telephone number: 703-955-3889
Printed Name: Jeffrey B. Haidinger Title: President of Services

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Web: www.humanrights.state.mn.us

Fax: (651) 296-9042

TTY: (651) 296-1283

Email: employerinfo@therightsplace.net

Trade Secret Information Form

Under Minnesota's Data Practices Act, data submitted in bids or proposals becomes public upon completion of the evaluation process for proposals and negotiations are complete, or upon completion of the selection process for bids. However, "trade secret information" as defined in Minn. Stat. §13.37, subd. 1(b), cannot be disclosed to the public. While the majority of data submitted in bids and proposals is not trade secret information, the following form is needed to assist the state in making appropriate determinations about the release of data provided in a bid or proposal.

All responders must select one of the following boxes:

- My bid/proposal does not contain "trade secret information." I understand that my entire bid/proposal will become public record in accordance with Minn. Stat. §13.591.
- My bid/proposal does contain trade secret information because it contains data that:
 1. is a formula, pattern, compilation, program, device, method, technique or process; AND
 2. is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; AND
 3. derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Complete only if trade secret status is asserted:

I am claiming that aspects of my bid/proposal contain trade secret information. I have completed the following:

- I have clearly marked and placed any data I claim to be "trade secret information" in a separate envelope AND I am attaching an explanation justifying the trade secret designation.

Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data for which trade secret status is not justified will become public in accordance with Minn. Stat. § 13.591.

By submitting this bid/proposal, responder agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the state's withholding of data based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the state in defending such an action.

GTL Request for Confidentiality of Financial Data:

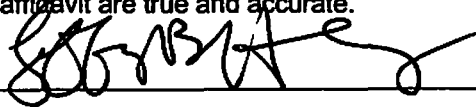
Although not a trade secret as defined by Minnesota Statute § 13.591, GTL considers our company's financial data confidential. As a privately held corporation, GTL submits our Moody's financial rating report with our proposal, for the State's private review, in a sealed envelope marked CONFIDENTIAL. We respectfully request that this information be removed prior to the posting of proposals for public review.

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION
AFFIDAVIT OF NONCOLLUSION**

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
2. That the attached response has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition;
3. That the contents of the RFP response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the responses; and
4. I certify that the statements in this affidavit are true and accurate.

Authorized Signature: _____



Date:

October 21, 2009

Firm Name:

Global Tel*Link

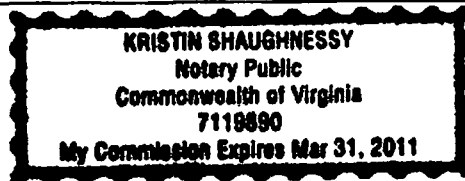
Subscribed and sworn to me this

21st day of *October*, 2009

Notary Public _____



My commission expires _____



**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

SERVICE AND DELIVERY

Service and delivery are important requirements for all State Contracts. The successful responder will be expected to ship all orders within the time specified in its response or, in the case of unanticipated problems causing a delay, notify the agency of the problem and when the shipment will be made. All requests for information from State agencies will be answered promptly. A copy of all correspondence to State agencies shall be sent to Acquisitions, Materials Management Division, 112 Administration Building, St. Paul, MN 55155. **Any Contract Vendor found to be providing unsatisfactory service during the Contract period may be disqualified for a subsequent Contract award.**

SUBSEQUENT CONTRACT REVISIONS. No verbal or written instructions from State agencies or officials to change any provision of the resulting Contract shall be accepted by the Contract Vendor without the approval of the Acquisition Management Specialist (AMS). The Contract Vendor shall report any such requests to the AMS who will issue approval or denial in writing.

CONTACT PERSON FOR ORDERS:

NAME:	William "Skip" Smith	TITLE:	Account Executive
TELEPHONENUMBER:	816-351-3511	FAX NUMBER:	317-558-3152
TOLL FREE NUMBER:	800-941-1068	E-MAIL:	wsmith@gtl.net

CONTACT PERSON TO EXPEDITE ORDERS (if different from above):

NAME:	Bob Parnell	TITLE:	Field Service Manager
TELEPHONENUMBER:	319-360-3999	FAX NUMBER:	360-363-2883
TOLL FREE NUMBER:	800-941-1068	E-MAIL:	bparnell@gtl.net

ORDER ADDRESS:

STREETPO BOX:	6612 E. 75 th Street		
CITY/STATE:	Indianapolis, IN	ZIPCODE:	46250:
TELEPHONENUMBER:	317-558-3151	FAX NUMBER:	317-558-3152
TOLL FREE NUMBER:	800-941-1068	E-MAIL:	rpearson@gtl.net

REMIT-TO ADDRESS

STREETPO BOX:	6612 E. 75 th Street		
CITY/STATE:	Indianapolis, IN	ZIPCODE:	46250:
TELEPHONENUMBER:	317-558-3151	FAX NUMBER:	317-558-3152
TOLL FREE NUMBER:	800-941-1068	E-MAIL:	rpearson@gtl.net

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION**

**EXTENSION TO COOPERATIVE PURCHASING VENTURE (CPV) MEMBERS
(Participation is at the discretion of the CPV member)**

Minnesota Statutes Section 16C.03, subd.10 authorizes the State, acting through its Materials Management Division, to enter into purchasing agreements with one or more governmental units and other entities allowable by law, as described in Minn. Stat. § 471.59, subd.1, to exercise jointly the purchasing powers and functions each has individually. This authority is referred to as the Cooperative Purchasing Venture program.

- By not agreeing to offer the prices in the response to CPV members, the responder does not jeopardize the opportunity for being awarded the Contract.
- The extension of the use of this Contract to CPV members does not include consulting or engineering services, if included in the Contract.
- Prices to the State cannot be increased as a result of including CPV members.
- CPV members can choose to either use the Contract or not, at their option.
- CPV members, when ordering from the Contract, will use their own regular authorized purchase order.
- CPV members are responsible for payment of any purchase orders issued by them.
- The Contract Vendor shall issue invoices to the CPV members that order from the Contract.
- The State makes no prediction or guaranty of usage by CPV members from the Contract.
- It is not the responsibility of the State to issue orders for CPV members, nor to insure the availability of funds for those orders, nor for payment of invoices resulting from those orders.

By selecting "I agree..." below, the responder agrees to extend their offer to CPV members and to extend all prices and all other terms, conditions, and specifications of the Contract to CPV members (in current membership status as approved by the State's Materials Management Director) at any time during the period of the Contract.

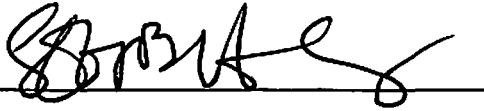
I agree to offer these prices to CPV members.

GTL understands and agrees that our proposal to MN DOA for an Offender/Client Telephone Calling System constitutes a proposal to other CPV members; however this blanket offer holds true if such facilities are on par with the dimensions of the MN DOA as defined by having the same type and ratio of coin/coinless telephones as directly related to the active population count (ADP), the utilization of the same calling rates, a similar call mix by jurisdiction, generation of an equal or higher revenues per call. We would expect the following but would have to visit each on a case by case basis: (1) Large correctional facilities (≥ 500 inmates) served by an inmate telephone system – Range of ~ 50%; (2) small correctional facilities (< 500 inmates) served by an inmate telephone system – Range of 30% - 40%; (3) small correctional facilities (< 150 inmates) served by payphones – Range of ~ 20% - 25%. * The aforementioned do not support the installation of print or biometric type telephones and their corresponding platforms. GTL reserves the right to utilize the most cost effective platform to meet the needs of these facilities, while still satisfying the requirements for system performance as agreed to in the original MN DOA RFP response.

I do not agree to offer these prices to CPV members.

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION

Authorized signature: _____



(The individual signing certifies that he/she has signed on behalf of the responder in accordance with General Terms and Conditions No. 4.)

Type or Print Name clearly Jeffrey B. Haidinger

Title: President

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

TAXPAYER IDENTIFICATION

The Contract Vendor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Contract Vendor to file tax returns and pay delinquent tax liabilities, if any (Minn. Stat. § 270C.65).

Firm Name: Global Tel*Link

Address: 2609 Cameron Street Mobile, AL 36607

Federal Employer ID Number or Social Security: 631071001

Minnesota State Tax ID Number: 20021887700

Minnesota Vendor Registration Number: N/A

If you are not registered as a vendor to the State,
you may register online at
www.mmd.admin.state.mn.us/mnO2000.htm.
(Note: If approved, you will receive your vendor
number three business days after you register.)

Are you a sole proprietorship? Yes No

Are you an independent contractor? Yes No

STATE OF MINNESOTA
LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION

LOCATION OF SERVICE DISCLOSURE

- The services to be performed under the anticipated Contract, as specified in our proposal, will be performed ENTIRELY within the State of Minnesota.
- The services to be performed under the anticipated Contract, as specified in our proposal, will entail work that is ENTIRELY performed within another state or states within the United States.
- The services to be performed under the anticipated Contract, as specified in our proposal, will be performed in part within Minnesota and in part within another state or states within the United States.
- The services to be performed under the anticipated Contract, as specified in our proposal, DO involve work outside the United States. Below (or attached) is a description of:

(1) the identity of the company and its location (identify if subcontractor) performing services outside the United States;

(2) the location where services under the Contract will be performed;

(3) and the percentage of work (in dollars) as compared to the whole that will be conducted in each identified foreign location.

Attachment enclosed at (state where): AT END OF ADDENDUM # 1

CERTIFICATION

By signing this statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the Contract without prior, written approval from the State of Minnesota.

Name of Company: Globaltel Link

Authorized Signature: [Signature]

Printed Name: Jeffrey B. Haidinger

Title: President, Services

Date: 10/19/09 Telephone Number: 703-955-3889

State of Minnesota - Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors **MUST** certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgrn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors **MUST** obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: Global Tel*Link

Date: 10/21/09

Authorized Signature: _____

Telephone Number: 314-878-5458

Printed Name: Jeffrey B. Haldinger

Title President

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debaring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: MMDHelp.Line@state.mn.us

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.352901/08)



**STATE OF MINNESOTA
 DEPARTMENT OF ADMINISTRATION**

ENVIRONMENTAL REPORTS

ENVIRONMENTAL PREFERENCE. Not applicable.

ENVIRONMENTAL PRODUCTS AND SERVICES

Environmental Characteristics for Reporting Purposes. The State desires to purchase environmentally responsible goods and services where practicable. To identify these products and report the purchasing results, the State must know the environmentally responsible characteristics of the goods and services offered. Using the list of environmental codes below, specify which line items have environmentally responsible characteristics and enter the appropriate environmental code. The environmental codes* are:

- | | |
|---|------------------------------|
| EE = Energy Efficient | EM = Remanufactured |
| LT = Less Toxic | RE = Repair |
| PB = Plant-based | US = Used |
| RB = Rebuilt | WC = Water Conserving |
| RC = Recycled Content
(post-consumer: _____ %) | MU = Multiple Codes Specify: |
| RK = Reduced Packaging | TO = Other Specify: |
| | NO = None |

Enter the appropriate environmental code for each item offered, either after the description of the item, or after the price.

If all goods and services offered are the same environmental code, enter it here: _____

If none of the items being offered have environmental characteristics, please check and initial here:

*See the next page for definitions of the environmental codes to assist in coding products by the line item.

GTL Response:

All equipment associated with GTL's LazerPhone Offender/Client Telephone Calling System is provided to the State at no cost through a concession-type agreement. The following items provided with the LazerPhone system have environmental characteristics:

Item	Cost	Environmental Code	TO (Other) Environmental Characteristic
Dell Ultra Sharp 1708 Flat Panel LCD Monitor	\$0.00	EE	
Dell OptiPlex 360 Desktop Computer	\$0.00	TO	Dell Energy Smart Power Management Software
Dell Latitude D630 Notebook Computer	\$0.00	TO	Dell Energy Smart Power Management Software

EE (Energy Efficient) - A product that uses less energy (either electricity or fossil fuel) to accomplish its task relative to a comparable product or to an earlier version of the same product by the same manufacturer.

TO (Other) - A product having environmentally responsible characteristics that does not fit into any of the categories listed above.

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION**

Mercury: As per Minnesota Statutes, the State cannot buy mercury in thermometers and certain other products. Please certify below if your product does or does not contain mercury. The actual product specification will stipulate if mercury is prohibited.

Does your product contain mercury? Yes No If yes, list the components that contain mercury.

GTL Response:

LCD monitors and Notebook computer screens contain a small amount of mercury.

Environmental Code Definitions

EE (Energy Efficient) - A product that uses less energy (either electricity or fossil fuel) to accomplish its task relative to a comparable product or to an earlier version of the same product by the same manufacturer.

LT (Less Toxic) - A product containing a smaller amount of toxic substances relative to a comparable product or a product reformulated to be less toxic.

PB (Plant-Based) - A product derived from renewable resources, including fiber crops (such as kenaf); chemical extracts from oilseeds, nuts, fruits and vegetables (such as corn and soybeans); agricultural residues (such as wheat straw and corn stover); and wood wastes generated from processing and manufacturing operations. These products stand in contrast to those made from fossil fuels (such as petroleum) and other less renewable resources (such as virgin timber).

RB (Rebuilt) - A product refurbished to a level less than a total remanufacture. The warranty is by the rebuilder, and may be different from the same product when new or remanufactured. Also called reconditioned or refurbished.

RC (Recycled Content) - A product containing materials that have been recovered or diverted from the solid waste stream after consumer use (post-consumer).

RK (Reduced Packaging) - A product presented for use with less packaging or alternative methods of packaging or shipping.

EM (Remanufactured) - A product restored to its original condition by extensive rebuilding, usually given an equal or better warranty than a new product.

RE (Repair) - A product that has had a defect corrected and can again serve its original function. Repairing is a less comprehensive process than either remanufacturing or rebuilding.

US (Used) - A product used or owned before without further manufacture.

WC (Water Conserving) - A product that requires less water to operate or to manufacture than a comparable product, or a different version of the same product from the same manufacturer.

MU (Multiple Codes) - A product that has several significant environmentally responsible characteristics, and could be classified under more than one code, but not one code is predominant.

TO (Other) - A product having environmentally responsible characteristics that does not fit into any of the categories listed above.

SECTION 1 SCOPE OF WORK

SECTION 1 GENERAL INFORMATION

1.0 (l) Scope of Work

The State of Minnesota, Department of Administration is issuing a Request for Proposal (RFP) for an Offender/ Client Telephone Calling System for the Department of Corrections (DOC) and Department of Human Services (DHS) facilities located at: Oak Park Heights, Stillwater, Rush City, St. Cloud, Faribault, Lino Lakes, Moose Lake, Red Wing, Shakopee, St. Paul, St. Peter, Togo and Willow River.

The State reserves the right to renegotiate the resulting contract if additional Department of Corrections' and Department of Human Services' facilities are added. Also, the State, with the consent of the Contract Vendor, reserves the right to extend the Contract to other State agencies or political subdivisions who are members of the State's Cooperative Purchasing Venture (CPV) program.

GTL Response: Read, understand, and will comply with the following clarification:

GTL agrees that our proposal to the State of Minnesota for an Offender/Client Telephone Calling System constitutes a proposal to other State agencies or political subdivisions who are members of the State's CVP program, if that agency or subdivision has a similarly situated correctional facility, defined as having the same type and ratio of coin/coinless telephones, same number of offenders/detainees/clients, using the same call rates, call types, requiring the same labor, and generating the same or higher revenue and call volumes.

The purpose of this RFP is to select a Vendor to provide the best combination of security, reliability, service and calling commissions using a combined debit/collect call system. Long distance calls shall be at the predominant carrier debit/collect rates. International calling access shall be provided in the form of debit only. The State does not want to invest capital expenditures to procure equipment that provides the required service. Installation fees, including the other common carriers' charges required for installation of special circuits or local lines that might be required to operate the service, are the responsibility of the Contract Vendor. The Contract Vendor will also pay all monthly charges and maintenance costs for the term of the Contract including all extensions.

The Contract Vendor will be responsible for all collections from collect calls, local and long distance, and will pay each facility its share of the revenue within 45 days from the end of the month covered. The Contract Vendor will also provide an electronic statement for all debit calls, and the amount due, within 45 days from the end of the month covered. The Contract Vendor will identify the percentage of commission paid each month to each facility.

It is the intent of the State to replace offender/client – calling services within six weeks of Contract execution at DOC and DHS facilities. If ILEC facilities are not available an extension may be granted by the affected facility.

Responses are expected to provide a straightforward and concise description of the responder's ability to meet the requirements.

1.1 (I) Installation Area

The Contract Vendor shall provide offender/client – calling service/systems at the locations listed below:

DOC Central Office, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55104 (651-361, 523, 603, 632, 642, 643, 917)

DOC Correctional Facilities

Faribault, 1101 Linden Lane, Faribault, MN 55021 (507-334)
Lino Lakes, 7525 4th Ave., Lino Lakes, MN 55014 (651-717)
Moose Lake, 1000 Lakeshore Drive, Moose Lake, MN 55767 (218-485)
Oak Park Heights, 5329 Osgood Ave., Oak Park Heights, MN 55082 (651-779)
Rush City, 7600 52th St., Rush City, MN 55069 (320-358)
Red Wing, 1079 Hwy. 292, Red Wing, MN 55066 (651-267)
St. Cloud, 2305 Minnesota Blvd, St. Cloud, MN 56304 (320-240)
Shakopee, 1010 W. 6th Ave., Shakopee, MN 55379 (952 – 496)
Stillwater, 970 Pickett St. North, Bayport, MN 55003 (651-779)
Togo, 62741 County Rd 551, Togo, MN 55723 (218-376)
Willow River, 86032 County Highway 61, Willow River, MN (218-372)

DHS Minnesota Sex Offender Program (MSOP) Facilities

St. Peter, 100 Freeman Dr., St. Peter, MN (507-931)
Moose Lake, 1111 Highway 73, Moose Lake, MN 55767 (218-485)

1.2 Requirements

General Requirements:

- 1.2.1 (M) Call charges, including per call surcharges and per minute charges, shall not exceed standard industry rates for intra-/inter-LATA services, nor local exchange carrier rates for local calling services for comparable services charged to the person called. This includes all rate categories. The Contract Vendor shall provide 30 days prior written notice of any rate changes to the Acquisition Management Specialist and the DOC and DHS Financial Services Operations Director.

GTL Response: Read, understand, and will comply.

- 1.2.2 (M) The Contract Vendor is to be responsible for fraudulent calls, uncollectibles or disputed charges. The State will assume no liability.

GTL Response: Read, understand, and will comply.

- 1.2.3 (M)** DOC and DHS own telephone monitoring systems at all facilities and the vendors for the systems are responsible for their maintenance. The Contract Vendor shall be solely responsible for the integration and compatibility of offered services or system equipment with the existing telephone monitoring systems, including all circuits and facilities provided by the local telephone company or other carriers. The interface between the phone system and the monitoring systems is to be SMDR/CD-R data over TCP/IP.

GTL Response: Read, understand, and will comply.

- 1.2.4 (M)** The Contract Vendor shall be responsible for all coordination with the current telephone monitoring systems Contract Vendors (see Item 2.15) and both the local and inter-exchange carriers. The Contract Vendor is not to order or place in service any type of equipment or facilities that would result in charges to the State without a written purchase order from the State.

GTL Response: Read, understand, and will comply.

- 1.2.5 (I)** The telephone-to-offender/client ratio will be determined by each DOC and DHS facility.
- 1.2.6 (R)** The Responder to provide detailed flow charts depicting the call-processing sequence including all associated equipment.

GTL Response: Read, understands and will comply.

In figures 1.1 and 1.2 on the following pages, we provide detailed flow charts depicting the offender/client call processing sequence and all equipment associated with the process.

The equipment and calling services we provide will be those specifically required by the State and will never result in charges to the State. GTL handles the necessary data transfer to the current telephone monitoring system vendors and coordinates all services with the local and inter-exchange carriers.

Call Flow Processing

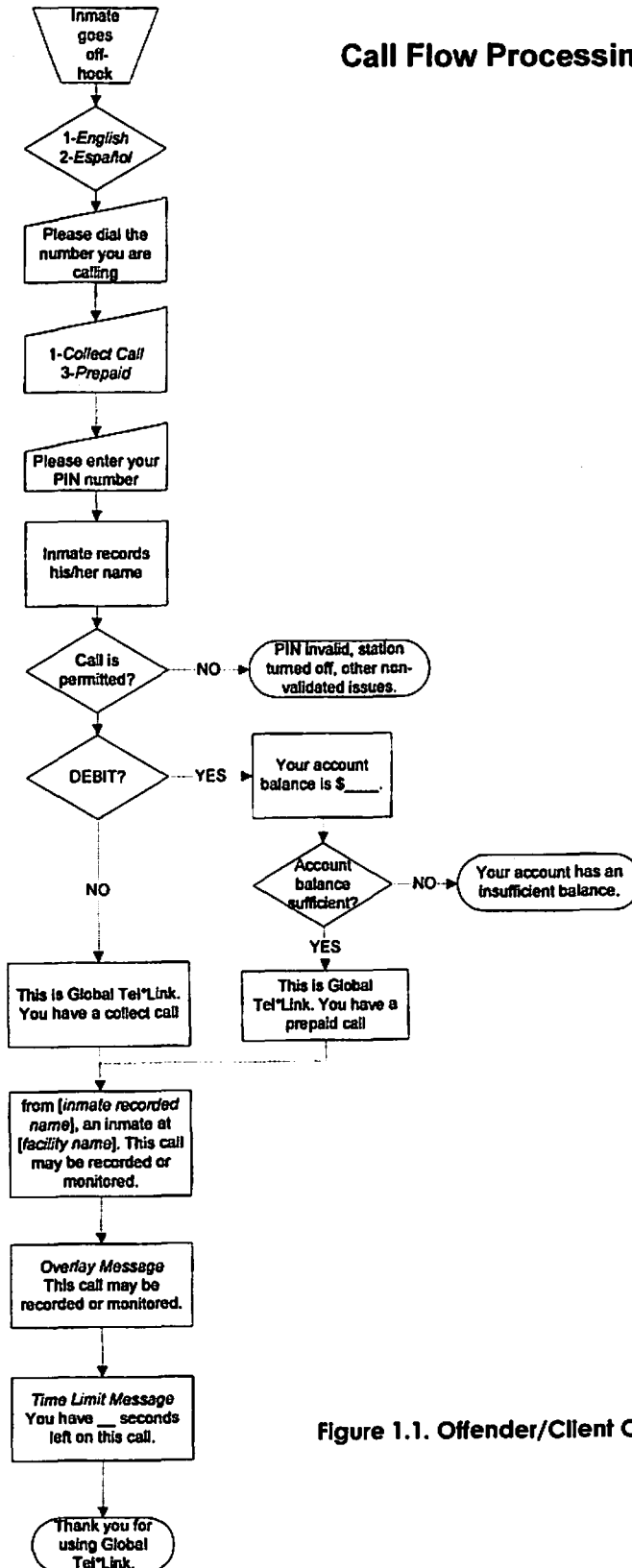


Figure 1.1. Offender/Client Call Sequence

Call Flow Equipment

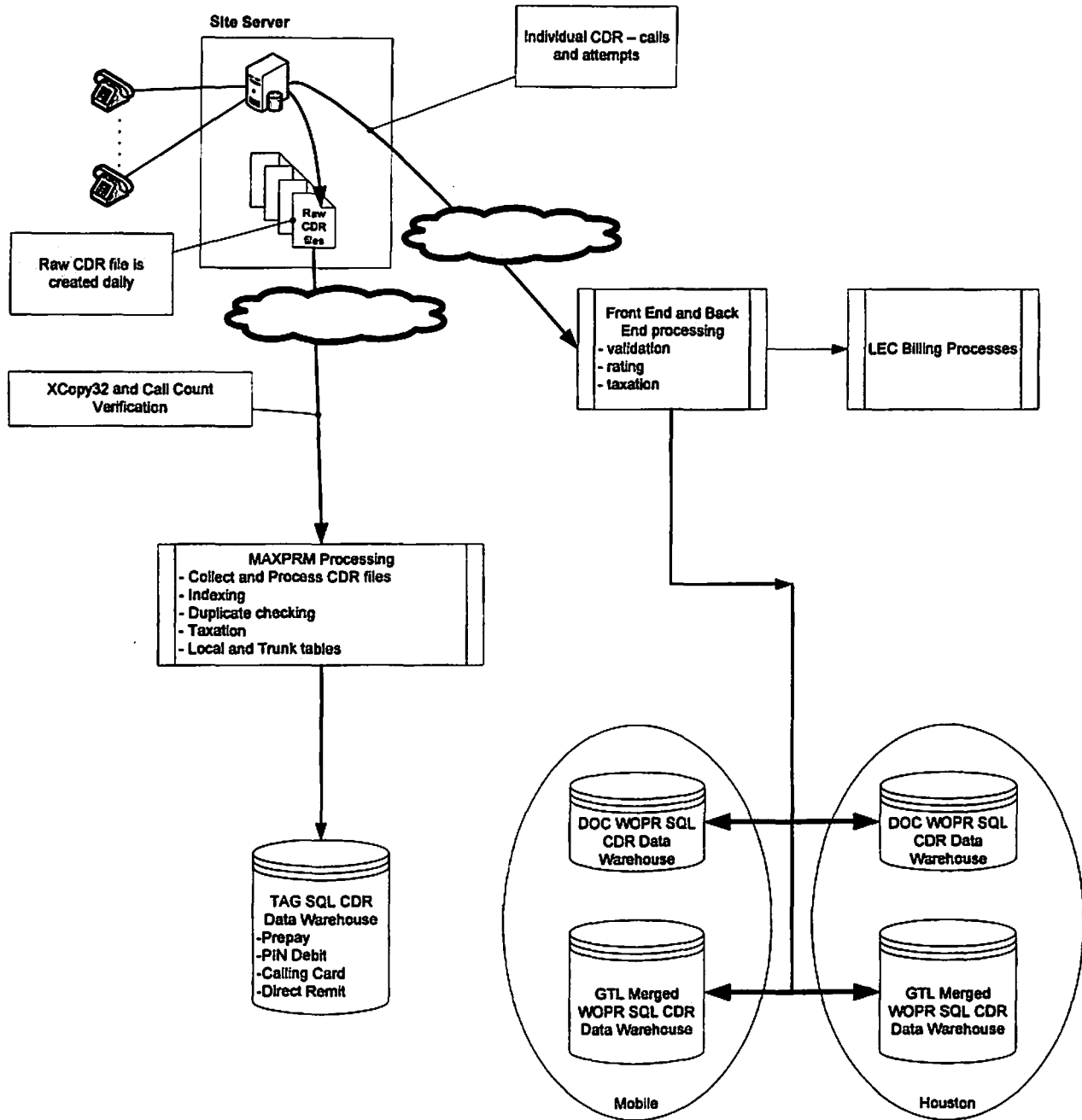


Figure 1.2. Offender/Client Call Sequence Equipment

1.2.7 (M) The responder must have a comparable system and equipment installed and operating in other correctional facilities today.

GTL Response: Read, understands and will comply.

GTL provides inmate calling services and solutions for over 400 major customers nationwide. These customers represent more than 1,400 correctional facilities, 64,500 inmate telephone stations and over 940,000 inmates. GTL system installations vary in scope and size as well as contract length. The average county or municipal correctional facility has 50 inmate telephones, while the average state Department of Corrections includes 1,350 inmate telephones. Global Tel*Link has an ever growing client base because of the exceptional service, superior products, and revenue we provide cities, counties, and states.

We are the incumbent provider of Offender/Client Telephone Calling services for the State of Minnesota Department of Correction and Department of Human Services. As we did for the State of Minnesota, GTL customizes solutions to exactly meet the needs of each correctional customer.

GTL is also the provider of similar services to twelve of the twenty largest Departments of Corrections in the United States.

As indicated in Table 1.A, no other inmate telephone service provider serves the needs of more than three large state DOCs; while GTL serves twelve. This unparalleled experience translates into greater information share and process improvements for both our DOC and County customers.

Twelve of the Twenty Largest DOCs in America are GTL Customers

Top 10 Largest State DOCs	2007 Population	Prime Contractor	Customer Since	Next 10	2007 Population	Prime Contractor	Customer Since
California	176,059	GTL	1992	North Carolina	38,179	GTL	1992
Texas	121,000	Embarq	2008	Virginia	37,824	GTL	1992
Florida	95,078	Securus		New Jersey	28,378	GTL	1984
New York	63,536	GTL	1996	Missouri	29,942	PCS	
Michigan	50,648	Embarq		Arizona	37,088	Securus	2008
Ohio	50,418	GTL	1989	Alabama	29,244	GTL	2007
Illinois	45,565	Consolidated		Maryland	23,123	Securus	
Georgia	53,226	GTL	2001	Oklahoma	25,686	GTL	2007
Pennsylvania	45,563	GTL	2006	Tennessee	26,453	GTL	1989
Louisiana	36,981	GTL	1996	South Carolina	24,093	Embarq	
Total	738,074			Total	300,010		

Table 1.A. Largest State Departments of Correction and Inmate Phone System Providers

1.2.7.1 (I) The responder shall provide references with their response. Please see section 5.0.7 to input your references.

GTL Response: Read, understands and will comply. Our references are provided in Section 5.

1.2.8 (R) Describe/specify vendor carrier for traffic for both inter- and intra-LATA services.

GTL Response: Read, understands and will comply.

Global Tel*Link maintains multiple billing and routing agreements with major carriers in order to insure that calls are routed in the most efficient manner. GTL utilizes a least-cost routing strategy to help ensure that we can offer reasonable call rates and equitable commission percentages to our correctional facility clients. Currently GTL utilizes Bandwidth.com as the carrier for all traffic.

1.2.9 (R) Describe the type of access (switched, dedicated or dial up) your system will use at the DOC and DHS facilities.

GTL Response: Read, understands and will comply.

GTL will use the currently installed access method, which is dedicated access.

1.2.10 (R) Provide the name of the manufacturer(s) of the equipment being proposed.

GTL Response: Read, understands and will comply.

Global Tel*Link (GTL) is the manufacturer of the proposed and current Offender/Client Telephone Calling System equipment at DOC and DHS facilities.

Manufacturer	Model	General Item Description
Global Tel*Link	LazerPhone	Fully integrated hardware/software inmate telephone control, monitoring, and recording system. Provides Local, InterLATA, IntraLATA, Interstate, and International service as desired by the facility; facilitated entirely by an automated operator. Provides collect, prepaid, and (when appropriate) free call options.
Global Tel*Link	LazerWeb	Graphical User Interface (GUI) for on-site control, monitoring, and reporting of system and inmate telephone usage.
Global Tel*Link	LazerPhone System	GTL's access and server program controlling all

	Control Program	aspects of functionality including Web, VPN, LAN and/or other applicable network interconnectivity, GUI and remote access, diagnostic routines, file processing and transfer, data storage, etc.
Dell	Optiplex 330*	Dell Optiplex 330 Workstation; Pentium Dual Core 1.8 GHz Processor; 1 GB RAM; 16X DVD+/-RW SATA Drive; 160 GB Serial ATA Hard Drive; 1.44 MB floppy disk drive. 17" Flat Screen LCD Monitor.
Hewlett Packard	DeskJet 3650*	Computer workstation printer
Telecom Marketing	CT-410-SS-VCD-18	Inmate Telephone: Ideal for correction/detention facility environments. FCC Registration: US: 1U8TENANCT
UltraTech	Turbo Code TDD	TDD device for hearing impaired.

1.3 (M) Installation

The Contract Vendor shall coordinate the installation of all component parts and shall be solely liable for the operational integrity of the entire system.

GTL Response: Read, understand, and will comply.

1.3.1 (D) The equipment should be on the customer's site **NO** later than 72 hours before the scheduled installation date or as specified by Project Manager.

GTL Response: Read, understand, and will comply.

As desired by the State, GTL will deliver equipment to DOC/DHS facilities no later than 72 hours prior to the scheduled installation date; or other date specified by the Project Manager.

1.3.2 (M) The installation will include delivery, installation, and satisfactory testing of all equipment including compatibility with the existing telephone monitoring systems.

GTL Response: Read, understand, and will comply.

1.3.2.1 (R) The responder shall provide a test plan that covers all aspects of the system including testing of the integration to the existing phone monitoring system.

GTL Response: Read, understand, and will comply.

Our testing plan, which covers all aspects of the system including the testing of the integration (data transfer) to the existing phone monitoring systems, is presented in **Attachment B: Implementation Plan**.

- 1.3.3 (M)** Installation of all equipment, wiring and integration with the existing telephone monitoring systems will be the total responsibility of the Contract Vendor. The only work not included in the project would be work involving building construction (e.g., moving or adding any necessary doors, walls, etc.).

GTL Response: Read, understand, and will comply.

- 1.3.4 (M)** Installation of the new system will take place with the existing system in place and will run parallel service until the cut over date at each site.

GTL Response: Read, understand, and will comply.

- 1.3.4.1 (D)** Contract Vendor to coordinate with current telephone monitoring systems vendors to have technician on site at all facilities to assist with integration of systems. Costs associated with this would be the sole responsibility of the Contract Vendor.

GTL Response: Read, understand, and will comply.

- 1.3.5 (M)** The Contract Vendor must properly identify and label each telephone on each connecting point (cross-connects). Location of telephones must relate to the names used by the facility; e.g., A-West Phone #1, etc. The facility will provide labeling instructions. The Contract Vendor must provide labeling documentation on install and updated documentation with changes to and/or growth of the system.

GTL Response: Read, understand, and will comply.

- 1.3.6 (M)** Grounding: Grounding of the system must be in accordance with the National Electric Code and manufacturer installation requirements.

GTL Response: Read, understand, and will comply.

- 1.3.7 (M)** All replacement of equipment hardware must be new equipment

GTL Response: Read, understand, and will comply.

- 1.4 (M) Permits, Licenses and Fees:** The Contract Vendor must obtain and pay for all permits, inspection fees, licenses, insurance, etc., necessary for the performance of the work included herein.

GTL Response: Read, understand, and will comply.

1.5 (M) Completion Date. The completion date is defined as successful installation, testing and cut-over at each site. **The cut-over date on the project must be coordinated with each facility.**

GTL Response: Read, understand, and will comply.

1.5.1 (M) The telephone system will be installed and tested, including trunks, voice parts and compatibility with the existing telephone monitoring systems.

GTL Response: Read, understand, and will comply.

1.5.2 (I) Faribault Correctional Facility is to be the first site installed, (tentatively 1/4/10) and cut-over (tentatively 1/7/10) with the schedule dependent upon contract award. Upon satisfactory cut-over of Faribault, the installation and cut-over of the other sites is to be completed tentatively by 2/18/10 with DOC – MCF-Togo to be the last site. The Contract Vendor shall provide the installation and cut-over schedule for the remaining sites in order listed in the table below with their response. Cut-over dates will not occur on a Friday.

Facility	Installation Date (Tentative)	Cut-Over Date (Tentative)
MCF – Faribault	Monday 1/4/10	Monday 1/11/10
DOC Central Office	Tuesday 1/12/10	Tuesday 1/12/10
MSOP – St. Peter	Wednesday 1/13/10	Thursday 1/14/10
MCF – Stillwater	Friday 1/15/10	Tuesday 1/19/10
MCF – Oak Park Heights	Wednesday 1/20/10	Thursday 1/21/10
MCF – Moose Lake	Friday 1/22/10	Tuesday 1/26/10
MSOP – Moose Lake	Friday 1/22/10	Wednesday 1/27/10
MCF – Willow River CIP	Friday 1/22/10	Thursday 1/28/10
MCF – Rush City	Friday 1/29/10	Tuesday 2/2/10
MCF – St. Cloud	Wednesday 2/3/10	Monday 2/8/10
MCF – Lino Lakes	Tuesday 2/9/10	Thursday 2/11/10
MCF – Shakopee	Friday 2/12/10	Tuesday 2/16/10
MCF – Red Wing	Wednesday 2/17/10	Thursday 2/18/10
MCF - Togo	Wednesday 2/17/10	Thursday 2/18/10

If the Contract Vendor finds it impossible to complete the installation within the specified time, an extension may be granted, provided the Contract Vendor notifies the Project Control Manager a minimum of ten business days before the requested completion date.

GTL Response: Read, understand, and will comply.

GTL has completed the chart above for a technology upgrade that GTL is proposing for key components of the Offender/Client phone system. The dates are estimates and can be

modified by the State project control manager. Details of the technology upgrade can be reviewed in the Implementation Plan Section found in our proposal as **GTL Attachment B**.

- 1.6 (I) **Date of Acceptance**. The date of final acceptance will be determined after all work has been completed at each location in accordance with the Contract and specifications, and after a period of in-service operation of 30 consecutive days without a major hardware or software configuration issues, or installation related failures. In the event that an emergency, as defined in Item 3.2, occurs during the acceptance period, the 30 consecutive calendar day requirements will start over.
- 1.7 (M) **Execution of Work**. The Offender/Client Calling System must be installed with a minimum of interruption to the normal business operation on days and times mutually agreeable to the State and the successful Contract Vendor. The Contract Vendor will provide service that is uninterrupted at the time of changeover at the beginning of the Contract. If normal service must be disrupted, the Contract Vendor must consult and obtain the approval of the DOC/DHS Installation Project Manager and the customer on how the service disruption will be handled prior to scheduling the work.

GTL Response: Read, understand, and will comply.

- 1.7.1 (M) All work must be done in a neat and professional manner and shall comply with the applicable national, State, and local codes and regulations.

GTL Response: Read, understand, and will comply.

- 1.7.2 (M) Any expense related to lodging, meals, travel, etc. are the responsibility of the Contract Vendor and shall not be charged to the customer.

GTL Response: Read, understand, and will comply.

- 1.7.3 (I) The DOC/DHS Project Manager or customer-appointed representative reserves the right to make minor alterations in room location, inside wiring, or cable routing at any time prior to the completion date. Any other changes that may result in a charge require a change order prior to the work being performed.

- 1.7.4 (M) The Contract Vendor shall remove all rubbish and refuse and shall repair and/or replace any damaged property associated with buildings or grounds (walls, floors, ceilings, furniture, etc.). If there is a condition prior to work beginning for which the Contract Vendor chooses not to be responsible, written notification to the Installation Project Manager should be made before work begins.

GTL Response: Read, understand, and will comply.

- 1.8 (M) Supervision by Contract Vendor** The Contract Vendor shall have a complete set of plans and specifications available on site at all times while the work is in progress and shall assume full responsibility for supervision of the work regardless of the amount of work subcontracted.

GTL Response: Read, understand, and will comply.

- 1.8.1 (M)** The Contract Vendor shall assign an individual authorized to conduct all business with the subcontractors and to take charge of the overall project.

GTL Response: Read, understand, and will comply.

- 1.8.2 (M)** While the work is being performed, the Contract Vendor shall have on site an individual who is authorized and fully capable of managing, directing, and coordinating the work in progress.

GTL Response: Read, understand, and will comply.

- 1.8.3 (R)** The responder shall list all subcontractor companies to be used if applicable.

GTL Response: Read, understand, and will comply.

GTL provides qualified local staff through a subcontracted agreement with **Cooper Communications Group (CCG)**, which is organized to provide this service exclusively for GTL accounts.

CCG is the current provider of onsite service, maintenance and repair of the LazerPhone system and inmate telephones. GTL will retain the use of CCG for this contract to ensure that the continuity of knowledge of Minnesota's environment is retained.

CCG field repair technicians will assist with installation and maintain the GTL LazerPhone platform, offender/client telephones and other on-site equipment such as telco components and wiring/cabling. CCG is the correction industry's largest independent service, maintenance and repair provider. CCG provides service to GTL in 31 states maintaining over 41,000 offender telephones at more than 950 state, county and municipal facilities.

- 1.8.4 (M)** All Contract Vendor employees and any subcontractor employees used must have security clearance to perform work on all DOC/DHS premises. Security clearance requirements to be determined by DOC/DHS personnel, and shall be at no additional cost to the State.

GTL Response: Read, understand, and will comply.

1.9 (M) Laws To Be Observed

The Contract Vendor shall remain fully informed of, and abide by, all federal, State and local laws, regulations, and licensing requirements. All building codes and National Electrical codes must be followed. If conflicts are found in the specification with code issues, the optimum requirement must be followed.

GTL Response: Read, understand, and will comply.

1.10 (M) Responsibility

The Contract Vendor shall be responsible for the entire completion of the project in a professional manner. The Contract Vendor shall be responsible for providing and installing complete workable Offender/Client Calling Systems. There will be only one point of contact for all work performed.

GTL Response: Read, understand, and will comply.

GTL will be the State's only point of contact. We assume full responsible for providing, installing, and supporting the LazerPhone Offender/Client Calling System and ensuring that all work is performed in a professional manner by qualified personnel.

1.10.1 (R) The responder is to identify the person responsible for follow up from the receipt of the purchase order, delivery of equipment, installation, acceptance and billing of the system

GTL Response: Read, understands and will comply.

GTL's **Project Manager, Bob Parnell**, will be the State's point of contact and will have overall responsibility for follow up from the receipt of the purchase order, delivery of equipment, installation, testing, and acceptance. (The State will not be billed for the system or services we provide.) Bob Parnell will work closely with GTL's **Implementation Manager, Steve DeForrest**, during the planning and implementation stages or the Project.

1.10.2 (I) The Contract Vendor's primary contact during the completion of the project will be the Installation Project Manager; this will be the DOC/DHS representative at each site. The Installation Project Manager will be available on-site, if necessary, to coordinate activities associated with the installation and may assign duties associated with the installation as necessary. The Installation Project Manager will be the Contract Vendor's contact once the project begins.

1.11 Proposal Preparation/Submission and Financial Information

1.11.1 (I) General Instructions

The evaluation and selection of Responders and award of subsequent contracts will be based on the information submitted in the Responder's proposal and interviews of Responder references. Additionally, at the State's discretion, Responders may be required to participate in oral interview(s). During the evaluation phase, the State reserves the right to seek direct clarifications

of responses from Respondents. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g., expensive artwork and unnecessary detail), beyond that sufficient to present a complete and effective proposal, are not warranted.

The RFP parts consist of requirements and questions to be addressed by the Responder.

Each section or corresponding sub-section number within a part is labeled by an (M), (D), (R) or (I).

(M) indicates the section is mandatory. The Responder must meet the requirements detailed by the State in that section. **“Read, understand and will comply” is an acceptable answer.** Failure to comply with a mandatory requirement will eliminate the Responder from further consideration under this procurement, unless all Responders are unable to comply.

(D) indicates the section is desirable. The State is interested in the particular outcome defined in the section, but it is not mandatory the Responder comply. The Responder’s response to each section will be individually evaluated and scored. Therefore, Respondents are encouraged to be thorough in their responses.

(R) indicates the State is requesting detailed information from the Responder. **“Read, understand and will comply” or similar is not an acceptable answer.** The Responder’s response to each section will be individually evaluated and scored. Therefore, Respondents are encouraged to be thorough in their responses.

(I) indicates this is information being provided to the Responder. No response is required regarding this information.

Section 2

SYSTEM FEATURES AND EQUIPMENT

2.0 (I) Site Requirements

The telephone-to-offender/client ratio will be determined by each facility.
See Appendix A for a table of all sites that includes:

- Existing Phones/Channels
- Growth of Phones/Channels over the next 3 years
- Number of TTY
- Average monthly call attempts
- Average monthly debit calls
- Current offender/client population
- Anticipated offender/client population over the next 3 years
- Number of current remote workstations/ additional workstations requested

Free calls to attorneys and public defenders are not provided on the offender/client calling system.

2.1 (M) System Automation. The system must be fully automated without need for a live operator.

GTL Response: Read, understand, and will comply.

2.2 (M) Dialing Instructions. The system must provide clear dialing instructions with voice prompts, error prompts, call announcing, and call acceptance recordings for both the offender/client and the called party.

GTL Response: Read, understand, and will comply.

2.2.1 (M) Written and voice instructions must be included on installation.

GTL Response: Read, understand, and will comply.

2.2.2 (M) Instructions must be available in English and Spanish

GTL Response: Read, understand, and will comply.

2.2.3 (R) The responder to provide other languages available

GTL Response: Read, understands and will comply.

In addition to English and Spanish, GTL currently supports prompts in Caribbean Creole and Tagalog (the main language of the Philippines). We also support and provide text prompts for TDD device communications.

LazerPhone has the capacity to provide up to ten (10) language options at once. When a customer requires an additional language, we develop and add prompts in the needed language to the system at no cost.

2.3 (M) Custom Call Announcing. The system must have Custom Call Announcing that notifies the called party that there is a call originating from an offender/client in a Correctional Facility/MN Sex Offender Program.

GTL Response: Read, understand, and will comply.

2.3.1 (M) The offender/client's name is to be played as recorded by the offender/client.

GTL Response: Read, understand, and will comply.

2.3.2 (D) The offender/client's name is to be announced by a digital voice generator/speech synthesizer recording that is associated with the offender/client's PIN.

GTL Response: Read, understand, and will comply.

LazerPhone provides this desired functionality. A digitally recorded name can be associated with every offender/client's PIN and automatically retrieved by the system when calls are made.

2.3.2.1 (R) Describe how this will be accomplished

GTL Response: Read, understand, and will comply.

LazerPhone's automated operator always presents to every called party, the offender/client's name (prerecorded in the offender/client's voice) and the name of the correctional facility. The automated operator obtains the offender/client's name as follows:

If PINs are required, the automated operator instructs the offender/client to enter his or her PIN. The offender/client's pre-recorded name is retrieved from the individual's PIN file.

If the system fails to find a prerecorded name, because this is the first call made with a new PIN, the automated operator says, "At the tone, state your name." The name is stored in temporary memory for the current call and saved to the offender/client's PIN file for future calls.

If PINs are not required, during call setup the automated operator prompts the offender/client to say her or name and stores it in temporary memory for use when the called party answers.

By default, the offender/client has a two (2) second window in which to state his/her name during call setup. The time window is programmable for longer or shorter periods.

The audio files (recordings) of offender/client names can be reviewed by system users with proper access permissions. The authorized user is able to listen to the recorded name by clicking the "**Play Recorded Name**" button shown in figure 2.1 on an offender/client's Detailed Account Information page (PIN file). The name will play through the workstation speakers. If the recorded name is judged unsatisfactory it may be deleted using the "Delete Recorded Name" button. When an offender/client's pre-recorded name is deleted, he/she will be prompted to record their name during the next call attempt.

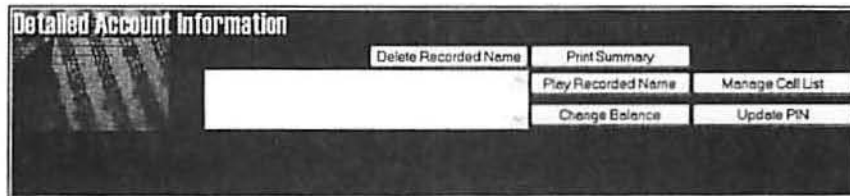


Figure 2.1. Verify the Quality of Name Recordings.

- 2.3.3 (M) The facility name is to be customized; e.g., Minnesota Correctional Facility-Stillwater, Minnesota Sex Offender Program - St Peter.

GTL Response: Read, understand, and will comply.

- 2.4 (M) **Random Recorded Message** The system must provide for programming a randomly played recorded message stating, "This call is from a Correctional Facility/Minnesota Sex Offender Program," while the Offender/Client is talking. This feature informs unsuspecting individuals that they are communicating with an offender/client, and lowers fraud potential.

GTL Response: Read, understand, and will comply.

- 2.4.1 (M) Each facility is to have the option to determine whether or not to activate this message and the number of times the message is played during a call.

GTL Response: Read, understand, and will comply.

- ~~2.4.2 (M) Each facility is to have the option to de-activate this message per PIN. Personal Identification Numbers are assigned by the State as needed. (Deleted per Addendum 2)~~

- 2.5 (M) **Call Acceptance** The system must allow either rotary or touch tone users to accept calls by verbally authorizing or by dialing a number for active call acceptance. Charges for calls must begin after acceptance of the call.

GTL Response: Read, understand, and will comply.

- 2.6 (M) **Call Blocking** During installation of the service/system, a "Call Blocking" table shall be established which prevents offenders/clients from making calls to specific numbers such as residential or business listings, judges, sheriffs, facility staff, jury members, etc.

GTL Response: Read, understand, and will comply.

- 2.6.1 (R) The call blocking table will be able to block at least 500,000 individual entries at any one time. An entry may consist of an entire area code, an entire exchange within an area code, or a specific telephone number.

GTL Response: Read, understand, and will comply.

GTL exceeds the requirement by permitting an unlimited quantity of individual numbers to be blocked in real time at the system workstation. Each offender/client call is checked through LazerPhone's validation system. If the dialed number has been blocked, the offender/client is informed, "You may not dial this number," and the call is terminated. Specified destination numbers may be:

- Blocked facility-wide
- Blocked by individual offender/client telephones
- Blocked by offender/client PINs

Emergency Blocks: In an emergency, a new block can be in place in a matter of seconds. An authorized correctional officer opens the Manage Facility Phone List screen at a LazerPhone workstation, clicks the Add New button to open the Destination Phone Number Details screen, types in the number, and checks Blocked. The newly added number is immediately recognized and blocked by the system.

Pre-Block of Disallowed Numbers: LazerPhone is pre-programmed to block known disallowed numbers. Prefixes (NXX) such as 800, 900, 950, 976, 411, and 911 are automatically blocked and require no action by facility personnel. Additionally, calls to an operator through 0, 00, 10xxx, 950xxx, et cetera. are disallowed without requiring action by facility personnel. At DOC/DHS request, the system can be configured to allow or disallow international calls.

Block by Area Code or Other Range of Numbers: If there is valid reason to do so, specified area codes (NPA) or other ranges of numbers can be blocked upon request. Due to the potentially severe impact to both service and revenue at the facility, special permission is required to block whole area codes.

Called Party Option to Block: All called parties are given an opportunity to request that future calls from the offender/client or facility be blocked. During each call attempt, the automated operator informs the called party at a touch tone phone: "If you wish to block any future calls of this nature, press or say '7' to receive further information.

Blocks Based on Threshold: The LazerPhone validation system is pre-programmed to block offender/client calls to a destination number for which GTL's daily or monthly billing limit has been reached. GTL normally determines these thresholds based on payment histories, but considers any requests from the facility to adjust financial-related thresholds.

Incoming and In-Facility Blocks: All incoming calls are blocked. Offender/client telephones are also automatically blocked from other offender/client phones within the same facility or within other facilities with LazerPhone systems.

2.6.2 (M) Numbers may be deleted or added at any time to the call-blocking table by facility personnel.

GTL Response: Read, understand, and will comply.

2.6.3 (M) Numbers must be able to be blocked globally and on an individual basis.

GTL Response: Read, understand, and will comply.

2.6.4 (M) All blocked numbers shall have an associated reason code for future reference.

GTL Response: Read, understand, and will comply.

2.6.5 (M) System must be capable of blocking 10xxxxx dialing which would enable caller to choose an alternate long distance carrier for the call.

GTL Response: Read, understand, and will comply.

2.6.6 (M) The Contract Vendor shall program all new area codes prior to mandated implementation date.

GTL Response: Read, understand, and will comply.

2.6.7 (M) Called parties shall have the ability to accept, reject or block calls.

GTL Response: Read, understand, and will comply.

- 2.7 (D) **Allow List** Capability of individual PIN to be configured for the ability to only call numbers on an "Allow List". The allow list to be a minimum of 6 numbers.

GTL Response: Read, understand, and will comply.

LazerPhone provides this desired functionality. Our system allows each individual offender/client's calls to be restricted to a limited list of approved numbers associated with his or her PIN. The Call Allow list can contain as many or as few numbers as the DOC/DHS permits.

Numbers for each offender/client can be entered manually or, if DOC/DHS prefers, LazerPhone's **Self Learning** function can be activated to minimize the amount of time required to set up personal approved number lists.

When active, the **Self-Learning** feature automatically generates for each offender/client PIN an initial Call Allow list comprised of the first destination numbers (up to the allowed number, e.g. 6) where the offender/client's calls are accepted. Authorized DOC/DHS personnel may view, approve, or modify the automatically generated Call Allow lists at the LazerPhone workstation.

- 2.8 (D) **Restricted Number Dialing** The system must be programmed to automatically restrict number of completed calls as determined by each facility

GTL Response: Read, understand, and will comply.

LazerPhone provides this desired functionality. The system's **Call Velocity** feature allows each facility to restrict the number of completed calls per specified time periods.

- 2.8.1 (D) Automatically restrict number of completed calls per day per offender/client.

GTL Response: Read, understand, and will comply.

A **Call Velocity** limit can be assigned to an offender/client's PIN and/or to individual destination numbers on the offender/client's Call Allow list, should the DOC or DHS decide this function should be implemented at their respective facilities. The number of completed calls by the offender/client, as well as the number of completed calls to a particular destination number will be limited to the allowed number per time period.

When a Velocity assignment is operative at both PIN and Allow List levels, the velocity set for a particular number will override a different one assigned to the offender/client's PIN. The Call Velocity time period can be set per 5-minute intervals (up to 55 minutes), or by hours, days, weeks, or months.

Calls to an attorney or other legal counsel can be excluded from the offender/client's call velocity count.

- 2.8.2 (D)** Automatically limit the amount of local and long distance minutes per day, week, or month associated with a specific number.

GTL Response: Read, understand, and will comply.

Describe how these are accomplished:

GTL Response: Read, understand, and will comply.

The automatic management of the minutes by day, week, or month can be accomplished by implementing the LazerPhone's **Call Velocity** option. This function has the capability to limit the number of calls per time period that an offender/client can make to specified local or long distance number and each call to those specified numbers can be limited to a specific **Call Duration** (number of minutes).

- 2.9 (D) Alert Groups** System to notify Investigators by phone when offender/client places call to specific number or when a call is placed by a specific OID number.

GTL Response: Read, understand, and will comply.

LazerPhone's Hot Number Alert system can automatically notify specified individuals when:

- Particular offender/client PINs are used
- Particular destination numbers are dialed

A call-in-progress detected by LazerPhone's Hot Number Alert system is automatically directed to up to three (3) designated phone numbers (standard phone, cell phone, or pager). An official receiving an alert via phone may enter a security pass code on the phone's keypad to access the live conversation. The onset of monitoring cannot be detected by either the offender/client or the called party. When the alert goes to a pager the origination number, destination number, and PIN (if are reported. When PINs are in use, the offender/client's PIN number is also reported.

If deemed necessary an authorized person at the workstation or at a remote location may instantly **disconnect** or **conference** into an offender/client's call. If logged into the system, the Disconnect option is selected in the Call Monitoring window; or the call may be directed to the nearest desk or cell phone to enable a Conference call. From a remote location, the official monitoring a live offender/client conversation can disconnect or conference into the call using LazerPhone's KwickKILL or Conference Call codes.

LazerPhone's Call Monitoring window displays alerted calls in a distinctive color. The Call Search window provides a **Hot Alert-PIN** report and **Hot Alert-Activity** report to help facility staff and case investigators track call details and frequency of calls by offender/clients and destination numbers of particular interest.

- 2.10 **(D) Called Number Identification** The system would provide the name of the called person if available.

GTL Response: Read, understand, and will comply.

LazerPhone is capable of performing a reverse lookup to retrieve the billing name and address (BNA) of the called party during or after the offender/client's call. BNA information is conveniently accessible to authorized personnel from any of several different LazerWeb screens: Call Monitoring, Call Detail Reports, Frequency Report by Destination, Phone List Details, and Allow List Details. On these screens, a simple click on the destination number accesses the called party's information, if it is available.

For reasons of security GTL provides BNA access only to individuals specifically approved by DOC/DHS to perform this function.

- 2.11 **(M) Telephone Shutoff** The system must provide an on/off timer to shut phones down during curfew hours. The timer must be adjustable at each facility, by facility staff.

GTL Response: Read, understand, and will comply.

2.11.1 **(D)** System to have the shutoff times available in 10 minute increments.

GTL Response: Read, understand, and will comply.

LazerPhone's **Call Scheduler** currently is capable of restricting offender/client telephone usage to particular hours of the day and/or to particular days of the week. Separate telephone service ON/OFF schedules may be setup for each day and/or for holidays and may be assigned to:

- Facility (if multiple: all or selected)
- Individual offender/client/client telephones
- Individual offender/client/client PINs
- Individual destination numbers

Telephone usage time for each day of the week is setup using a twenty-four hour clock. Currently the Scheduler's clock provides usage/shutoff times in 30 minute increments and this feature is in place at all DOC and DHS facilities that have provided their desired on/off times. GTL is willing and capable of developing the 10 minute granularity desired by the State if deemed necessary by the DOC/DHS.

- 2.12 (M) Call Duration Timer** The system must be able to limit offender/client call duration in 5 minute increments.

GTL Response: Read, understand, and will comply.

2.12.1 (M) This time interval must be able to be programmed by facility personnel for different cell halls, living units, groups, etc., and/or entire system by increments of 5 minutes.

GTL Response: Read, understand, and will comply.

2.12.2 (M) An automated verbal warning must be given one minute before termination of call.

GTL Response: Read, understand, and will comply.

2.12.3 (M) Calls must automatically terminate when maximum length is reached.

GTL Response: Read, understand, and will comply.

- 2.13 (M) Existing Telephone Recording System:** The system must be compatible with the existing telephone monitoring systems used by the DOC and DHS. DOC has a Mercom telephone monitoring system maintained by Northland Business System and DHS has Fusion (Higher Ground) maintained by MacTek.

GTL Response: Read, understand, and will comply.

GTL's compliance to this section is based on our detailed understanding of not only the technical requirements for this interface but also the importance in maintaining the integrity of the data being supplied to the OSI staff. GTL also realizes that the data feed alone is not what makes the interface successful. The relationships that GTL has with the OSI staff within the DOC/DHS and the willingness take on the role of liaison between all three entities; GTL, OSI, and Northland in communicating any changes in the station configuration that could contaminate the data being supplied to the recording equipment is as equally important to this interface.

2.13.1 (M) The controller shall provide an SMDR (station message detail report)/CD-R data over TCP/IP within 2 seconds after the end of each call. The SMDR/CD-R data output shall provide station number identifier, offender/client identifier, and dialed number for each call. Also the originating telephone station description name, call start time and call date.

GTL Response: Read, understand, and will comply.

As clarified in Addendum #1 of the RFP, the serial interface that is currently in place for DOC is satisfactory.

2.13.1.1 (D) SMDR/CD-R data output to provide offender/client's name

GTL Response: Read, understand, and will comply.

When PINs are required for calls, the call detail records (SMDR/CDR data) created and output by LazerPhone include offender/client names when that information exists in PIN records.

GTL has devoted numerous development and engineering hours to provide the current SMDR interface to the Mercom recording equipment. This same interface along with the data being supplied has proven acceptable to the Fusion (Higher Ground) equipment. We believe that we understand better than any proposer, not only the requirement, but also the logistics in managing this critical connection. GTL is willing to work with the DOC/DHS and both vendors in developing the necessary modifications to supply not only the offender/client name but any other data either vendor would deem advantageous.

2.13.2 (M) The system shall make the data available on an hourly basis. The format is: Facility, Date, Time, Length, Area Code, Phone Number, Offender/Client OID/CID, Channel, C if Collect/D if Direct.

*The format the calls come in is: RC04062706400100153202594205 .
00002056170052C*

The conversion is: MCF-RC,80,06/27/2004,20:25:36,11,320,2594205,205617,51,C

GTL Response: Read, understand, and will comply.

As clarified by RFP Addendum # 1, this requirement: section 2.13.2, applies to data made available for the iBase system, not the 3rd party recording equipment. GTL currently provides an interface that makes SMDR/CD-R data containing the required offender/client information available in the correct format on an hourly basis to an FTP server for iBase integration.

2.13.2.1 (R) Describe how this is accomplished

GTL Response: Read, understand, and will comply.

Currently GTL provides the SMDR/CDR data to both recording vendors independently. This is accomplished via a 9-pin serial connection between both devices off of our existing controller's communications port. GTL has discussed the current configuration with both recording vendors and both have agreed that this connection type and data format/protocol is satisfactory. GTL realizes that if and when the DOC and DHS wish to implement the TCP/IP connection and deploy new equipment, GTL will adhere to their request.

2.14 (M) The Contract Vendor is solely responsible for any costs incurred to make the system compatible with the existing telephone monitoring systems.

GTL Response: Read, understand, and will comply.

2.15 (M) The Contract Vendor is responsible for contacting the existing telephone monitoring systems Contract Vendors for any/all specifications to make the systems compatible.