

Admin Minnesota

Materials Management Division

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: T-512

DATE: MAY 11, 2012

PRODUCT/SERVICE: TELECOM: OFFENDER/CLIENT TELEPHONE CALLING SYSTEM

CONTRACT PERIOD: APRIL 1, 2010, THROUGH MARCH 31, 2013

EXTENSION OPTIONS: UP TO 24 MONTHS

ACQUISITION MANAGEMENT SPECIALIST: MIKE BRICK

PHONE: 651.201.2445

E-MAIL: mike.brick@state.mn.us

WEB SITE: www.mmd.admin.state.mn.us

CONTRACT VENDOR

GLOBAL TEL*LINK CORPORATION
2609 Cameron Street
Mobile, AL 36607

CONTRACT NO.

442859 (MAPS)
0000000000000000000013445 (SWIFT)

TERMS

NET 30

DELIVERY

AS SPECIFIED

VENDOR NO.: 20021887701 (MAPS)
0000228094 (SWIFT)

CONTACT: Chris Moore
E-MAIL: Chris.Moore@gtl.net

PHONE: 336.676.9770
FAX: 800.474.3385

CONTACT: Bob Parnell
E-MAIL: Bob.Parnell@gtl.net

PHONE: 319.360.3999
MOBILE: 336.337.1693

CONTRACT USERS. This Contract is available to the Department of Corrections Correctional Facilities and the Department of Human Service locations at Moose Lake and St. Peter, MN.

STATE AGENCY CONTRACT USE. This Contract must be used by State agencies unless a specific exception is granted by the Acquisition Management Specialist listed above. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your agency, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

SPECIAL TERMS AND CONDITIONS

SCOPE. To provide 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. This Contract shall 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 will not need 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.

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.

PRICES. This is a commission only Contract, at no cost to the State.

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

DOC Correctional Facilities

Faribault, 1101 Linden Lane, Faribault, MN 55021
Lino Lakes, 7525 4th Ave., Lino Lakes, MN 55014
Moose Lake, 1000 Lakeshore Drive, Moose Lake, MN 55767
Oak Park Heights, 5329 Osgood Ave., Oak Park Heights, MN 55082
Rush City, 7600 525th St., Rush City, MN 55069
Red Wing, 1079 Hwy. 292, Red Wing, MN 55066
St. Cloud, 2305 Minnesota Blvd, St. Cloud, MN 56304
Shakopee, 1010 W. 6th Ave., Shakopee, MN 55379
Stillwater, 970 Pickett St. North, Bayport, MN 55003
Togo, 62741 County Road 55, Togo, MN 55723
Willow River, 86032 County Highway 61, Willow River, MN

DHS Facilities

St. Peter Regional Treatment Center, 100 Freeman Dr., St. Peter, MN
MSOP, 1111 Highway 73, Moose Lake, MN 55767

General Requirements:

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. Except for International call rates (which are identified in Exhibit A to the Contract), the call charges of this Contract are set forth in the **Rate Schedule** below. 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.

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

Contract Release T-512

Such matters will be between the Contract Vendor and the called/billed party (for collect calls) or the offender/client (for debit calls) and will be governed by Contract Vendor's applicable Federal or State tariff(s) and their successor(s) in effect during the Contract term. Fraudulent calls, uncollectibles or disputed charges will not reduce the "Commissionable Revenue" on which Contract Vendor will pay the State commissions.

The Contract Vendor shall be solely responsible for the integration and compatibility of offered services or system equipment with the existing Mercom and MacTek telephone monitoring system, including all circuits and facilities provided by the local telephone company or other carriers.

The Contract Vendor shall be responsible for all coordination with the current Mercom and MacTek Contract Vendors 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.

The telephone-to-offender/client ratio will be determined by each correctional facility/hospital.

The Contract Vendor shall provide detailed flow charts depicting the call-processing sequence including all associated equipment.

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.

Support/Maintenance. The Contract Vendor must supply support and maintenance for the system and for leased TTY and telephone equipment at no cost to the State.

The Contract Vendor shall have a certified and/or fully trained technician to do all installation, maintenance and repair. A maintenance facility or certified and/or fully trained technician shall be located within 100 miles of each State correctional facility/hospital.

All Contract Vendor employees and subcontractor's employees must have security clearance to perform work on correctional facilities/hospitals premises. Security clearance requirements to be determined by DOC/DHS personnel.

The Contract Vendor shall provide one technical contact person available 24 hours a day, 365 days a year and one business contact available during normal business hours.

The Contract Vendor will offer continuing software updates as technology allows and maintain the current version at each site at no additional cost to the State. The Contract Vendor must provide a schedule of planned upgrades to each site.

Service response will include any necessary replacement of failed parts to make the equipment fully operational. This work will be coordinated with the customer. On-site support and replacement of parts and leased equipment will be at no cost to the State.

Repair and maintenance is to be provided, solely at the expense of the Contract Vendor.

Repair must be available 24 hours a day, seven days a week including holidays.

RATE SCHEDULE.

Type of Call	Debit No Surcharge	Collect Surcharge	Collect Rate - 1 st Minute	Collect Rate - each Add'l Min.
Local	\$0.35/call	-----	\$1.05	\$0.05
IntraLATA Intrastate	\$0.32/minute	\$3.00	\$0.13	\$0.13
InterLATA Intrastate	\$0.32/minute	\$3.00	\$0.23	\$0.23
Interstate	\$0.32/minute	\$3.95	\$0.89	\$0.89
International	See Attached Exhibit A		See Attached Exhibit A	

Contract Release: T-512

REVISIONS:

05/11/2012 Updated vendor contact information.

02/08/2012 AMS reassignment to Mike Brick.

Exhibit A

INTERNATIONAL COUNTRIES							
Country	CC	UNITS Per Min	Standard Each Min	Country	CC	UNITS Per Min	Standard Each Min
Afghanistan	93	5	1.70	Belarus	375	4	1.36
Albania	355	4	1.36	Belgium	32	4	1.36
Algeria	213	4	1.36	Belize	501	4	1.36
America Samoa	684	5	1.70	Benin	229	4	1.36
Andorra	376	4	1.36	Bermuda	441	3	1.02
Angola	244	4	1.36	Bhutan	975	5	1.70
Argentina	264/986	3	1.02	Bolivia	591	6	2.04
Antarctica	672	4	1.36	Bosnia-Herzegovina	387	4	1.36
Aruba	297	4	1.36	Botswana	267	4	1.36
Australia	61	4	1.36	Brazil	55	5	1.70
Austria	43	4	1.36	Brunei	673	5	1.70
Azerbaijan	994	4	1.36	Bulgaria	359	4	1.36
Bahrain	242/889	3	1.02	Burkina Faso	226	4	1.36
Bangladesh	880	5	1.70	Burundi	257	4	1.36
Barbados	246	5	1.70	Cambodia	855	8	2.72
				Cameroon	237	4	1.36
				Canada*	See last page	3	1.02
				Cape Verde Is	238	4	1.36
				Cayman Islands	345/991	3	1.02

INTERNATIONAL COUNTRIES							
Country	CC	Units Per Min	Standard Each Min	Country	CC	Units Per Min	Standard Each Min
Central Afr Rep	236	4	1.36	Ecuador	593	6	2.04
Chad	235	4	1.36	Egypt	20	6	2.04
Chile	56	4	1.36	El Salvador	503	5	1.70
China	86	8	2.72	Equatorial Guinea	240	4	1.36
Christmas & Cocos Island	672	4	1.36	Eritrea	291	4	1.36
Colombia	57	6	2.04	Estonia	372	4	1.36
Comoros	269	4	1.36	Ethiopia	251	4	1.36
Congo	242	4	1.36	Facros Islands	298	4	1.36
Cook Island	682	5	1.70	Falkland Isl.	500	4	1.36
Costa Rica	506	4	1.36	Fiji Islands	679	5	1.70
Croatia	385	4	1.36	Finland	358	4	1.36
Cuba	53	4	1.36	France	33	4	1.36
Cyprus	357	4	1.36	French Antilles	596	4	1.36
Czech Republic	42	4	1.36	French Guiana	594	4	1.36
Denmark	45	4	1.36	French Polynesia	689	5	1.70
Diego Garcia	246	4	1.36	Gabon	241	4	1.36
Djibouti	253	4	1.36	Gambia	220	4	1.36
Dominica	767	3	1.02	Georgia	995	4	1.36
Dominican Rep.	854/809	5	1.70	Germany	49	4	1.36
Easter Island	56	4	1.36	Ghana	233	4	1.36

INTERNATIONAL COUNTRIES							
Country	CC	UNITS Per Min	Standard Rate Min	Country	CC	UNITS Per Min	Standard Rate Min
Gibraltar	350	4	1.36	Ireland	353	4.00	1.36
Greece	30	4	1.36	Israel	972	5.00	1.7
Greenland	299	4	1.36	Italy	39	4.00	1.36
Grenada	295/473	3	1.02	Ivory Coast	225	4.00	1.36
Guadeloupe	590	4	1.36	Jamaica	876	5.00	1.7
Guam	671	4	1.36	Japan	81	4.00	1.36
Guantanamo Bay	53	4	1.36	Jordan	962	5.00	1.7
Guatemala	502	4	1.36	Kazakhstan	7	4.00	1.36
Guinea	224	4	1.36	Kenya	254	4.00	1.36
Guinea Bissau	245	4	1.36	Kiribati	686	5.00	1.7
Guyana	592	4	1.36	Korea	82/884/850	5.00	1.7
Haiti	509	5	1.70	Kuwait	965	5.00	1.7
Honduras	504	6	2.04	Kyrgyzstan	996	4.00	1.36
Hong Kong	852	5	1.70	Laos	856	5.00	1.7
Hungary	36	4	1.36	Latvia	371	4.00	1.36
Iceland	354	4	1.36	Lebanon	961	5.00	1.7
India	91	7	2.38	Lesotho	266	4.00	1.36
Indonesia	62	5	1.70	Liberia	231	4.00	1.36
Iran	98	5	1.70	Libya	218	4.00	1.36
Iraq	964	5	1.70	Liechtenstein	423	4.00	1.36

INTERNATIONAL COUNTRIES							
Country	CC	Units Per Min	Standard Earth Min	Country	CC	Units Per Min	Standard Earth Min
Lithuania	370	4	1.36	Montserrat	664	3	1.02
Luxemburg	352	4	1.36	Moraco	212	4	1.36
Macao	853	5	1.70	Mozambique	258	4	1.36
Macedonia	389	4	1.36	Myanmar	95	5	1.70
Madagascar	261	4	1.36	Nakhodka	7	4	1.36
Malawi	265	4	1.36	Namibia	264	3	1.02
Malaysia	60	5	1.70	Nauru	674	5	1.70
Maldives	960	5	1.70	Nepal	977	5	1.70
Mali Republic	223	4	1.36	Netherlands	31	4	1.36
Malta	356	4	1.36	Netherlands Antilles	599	4	1.36
Marshall Islands	692	5	1.70	Nevis	869	3	1.02
Mauritania	222	4	1.36	New Caledonia	687	5	1.70
Mauritius	230	4	1.36	New Zealand	64	5	1.70
Mayotte Island	269	4	1.36	Nicaragua	505	6	2.04
Mexico	52	4	1.36	Niger	227	4	1.36
Micronesia	691	8	2.72	Nigeria	234	4	1.36
Midway	808	4	1.36	Niue Island	683	5	1.70
Moldova	373	4	1.36	Norfolk Island	672	5	1.70
Monaco	377	4	1.36	Norway	47	4	1.36
Mongolia	976	5	1.70	Oman	968	5	1.70

INTERNATIONAL COUNTRIES							
Country	CC	UNITS Per Min	Standard Exp. Min	Country	CC	UNITS Per Min	Standard Exp. Min
Pakistan	92	5	1.70	Senegal Rep.	221	4	1.36
Palau	680	5	1.70	Seychelles	248	4	1.36
Panama	507	5	1.70	Sierra Leone	232	4	1.36
Paraguay	595	6	2.04	Singapore	65	5	1.70
Peru	51	4	1.36	Slovakia	421	4	1.36
Philippines	63	5	1.70	Slovenia	386	4	1.36
Pitcairn Island	872	5	1.70	Solomon Islands	677	5	1.70
Poland	48	5	1.70	Somalia	252	4	1.36
Portugal	351	4	1.36	South Africa	27	4	1.36
Qatar	974	6	2.04	Spain	34	4	1.36
Rep. of Yemen	967	5	1.70	Spain	34	4	1.36
Reunion Island	262	4	1.36	Sri Lanka	94	5	1.70
Romania	40	7	2.38	St. Helena	290	4	1.36
Russia	7	4	1.36	St. Kitts	869	3	1.02
Rwanda	250	4	1.36	St. Lucia	758	3	1.02
Saipan	670	4	1.36	St. Pierre	508	4	1.36
Sakhalin	7	4	1.36	St. Vincent	784	3	1.02
San Marino	378	3	1.02	Sudan	249	4	1.36
Sao Tome	239	4	1.36	Suriname	597	4	1.36
Saudi Arabia	966	6	2.04	Swaziland	268	3	1.02
Papau New Guinea	675	5	1.70	Sweden	46	4	1.36

INTERNATIONAL COUNTRIES							
Country	CC	UNITS Per Min	Standard Each Min	Country	CC	UNITS Per Min	Standard Each Min
Switzerland	41	4	1.36	Vanuatu	678	5	1.70
Syria	963	8	2.72	Vatican City	39	4	1.36
Tajikistan	992	4	1.36	Venezuela	58	4	1.36
Taiwan	886	5	1.70	Vietnam	84	8	2.72
Tanzania	255	4	1.36	Wake	808	4	1.36
Thailand	66	5	1.70	Wallis & Futuna	681	5	1.70
Togo	228	4	1.36	Western Sahara	34	4	1.36
Tonga	676	5	1.70	Western Samoa	685	5	1.70
Trinidad/Tobago	868/988	3	1.02	Yugoslavia	381	4	1.36
Tunisia	216	4	1.36	Zaire	243	4	1.36
Turkey	90	5	1.70	Zambia	260	4	1.36
Turkmenistan	993	4	1.36	Zimbabwe	263	4	1.36
Turks & Caicos	649	3	1.02				
Tuvalu	688	5	1.70				
Uganda	256	4	1.36				
Ukraine	380	5	1.70				
United Arabs	971	5	1.70				
United Kingdom	44	3	1.02				
Uruguay	598	4	1.36				
Uzbekistan	998	4	1.36				

** Canada's Area Codes are:
204, 250, 289, 306, 403, 416, 418, 450, 506, 514, 519, 604, 613, 647,
705, 709, 778, 780, 807, 819, 867, 902, 905;

AMENDMENT NO. 1 TO CONTRACT NO. 442859, RELEASE NO. T-512

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Global Tel*Link Corporation, 2609 Cameron Street, Mobile, AL 36607 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as No. 442859, April 1, 2010, to March 31, 2012 ("Contract"), to provide Telecom: Offender/Client Telephone Calling System ; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd.16, the authority to amend contracts; and

WHEREAS, the terms of the Contract expressly allow changes to be made, upon mutual agreement between the State of Minnesota and the Contract Vendor.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. The Contract Vendor shall provide International Calling Rates at the prices set forth in Exhibit A, and the following changes to local service costs.

Local Service - Collect Surcharge shall be at no cost.
Local Service - Collect Rate - 1st Minute shall be \$1.05

This Amendment is effective beginning upon the date that the final required signatures are obtained, and shall remain in effect until March 31, 2010, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. GLOBAL TEL*LINK CORPORATION

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]

Title: PRESIDENT - SERVICES

Date: 5/24/10

By: _____

Title: _____

Date: _____

2. MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: [Signature]

Title: Acquisition Management Specialist

Date: 5-26-10

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: [Signature]

Date: 5/27/10

Exhibit A

Afghanistan	93	5	1.70	Belarus	375	4	1.36
Albania	355	4	1.36	Belgium	32	4	1.36
Algeria	213	4	1.36	Belize	501	4	1.36
America Samoa	684	5	1.70	Benin	229	4	1.36
Andorra	376	4	1.36	Bermuda	443	3	1.02
Angola	244	4	1.36	Bhutan	975	5	1.70
Anguilla	268/986	3	1.02	Bolivia	591	6	2.04
Antarctica	672	4	1.36	Bosnia-Herzegovina	387	4	1.36
Antigua	268/987	3	1.02	Botswana	267	4	1.36
Argentina	54	5	1.70	Brazil	55	5	1.70
Armenia	374	4	1.36	Br. Virgin Islands	284/619	3	1.02
Aruba	297	4	1.36	Brunei	673	5	1.70
Ascension Island	247	4	1.36	Bulgaria	359	4	1.36
Australia	61	4	1.36	Burkina Faso	226	4	1.36
Austria	43	4	1.36	Burundi	257	4	1.36
Azerbaijan	994	4	1.36	Cambodia	855	8	2.72
Bahamas	242/889	3	1.02	Cameroon	237	4	1.36
Bahrain	973	5	1.70	Canada **	See last page	3	1.02
Bangladesh	880	5	1.70	Cape Verde Is	238	4	1.36
Barbados	246	5	1.70	Cayman Islands	345/990	3	1.02

INTERNATIONAL COUNTRIES							
Country	CC	INTRA Per 1000	Standard Per 1000	Country	CC	INTRA Per 1000	Standard Per 1000
Central Afr Rep	236	4	1.36	Ecuador	593	6	2.04
Chad	235	4	1.36	Egypt	20	6	2.04
Chile	56	4	1.36	El Salvador	503	5	1.70
China	86	8	2.72	Equatorial Guinea	240	4	1.36
Christmas & Cocos Island	672	4	1.36	Eritrea	291	4	1.36
Colombia	57	6	2.04	Estonia	372	4	1.36
Comoros	269	4	1.36	Ethiopia	251	4	1.36
Congo	242	4	1.36	Facros Islands	298	4	1.36
Cook Island	682	5	1.70	Falkland Isl.	500	4	1.36
Costa Rica	506	4	1.36	Fiji Islands	679	5	1.70
Croatia	385	4	1.36	Finland	358	4	1.36
Cuba	53	4	1.36	France	33	4	1.36
Cyprus	357	4	1.36	French Antilles	596	4	1.36
Czech Republic	42	4	1.36	French Guiana	594	4	1.36
Denmark	45	4	1.36	French Polynesia	689	5	1.70
Diego Garcia	246	4	1.36	Gabon	241	4	1.36
Djibouti	253	4	1.36	Gambia	220	4	1.36
Ecuador	593	3	1.02	Georgia	995	4	1.36
Egypt	20	5	1.70	Germany	49	4	1.36
El Salvador	503	4	1.36	Ghana	233	4	1.36
Equatorial Guinea	240	4	1.36				
Eritrea	291	4	1.36				
Estonia	372	4	1.36				
Ethiopia	251	4	1.36				
Facros Islands	298	4	1.36				
Falkland Isl.	500	4	1.36				
Fiji Islands	679	5	1.70				
Finland	358	4	1.36				
France	33	4	1.36				
French Antilles	596	4	1.36				
French Guiana	594	4	1.36				
French Polynesia	689	5	1.70				
Gabon	241	4	1.36				
Gambia	220	4	1.36				
Georgia	995	4	1.36				
Germany	49	4	1.36				
Ghana	233	4	1.36				

INTERNATIONAL COUNTRIES							
Country	CC	Lines Per Min	Standard Rate Per Min	Country	CC	Lines Per Min	Standard Rate Per Min
Gibraltar	350	4	1.36	Ireland	353	4.00	1.36
Greece	30	4	1.36	Israel	972	5.00	1.7
Greenland	299	4	1.36	Italy	39	4.00	1.36
Grenada	295/473	4	1.02	Ivory Coast	225	4.00	1.36
Guadeloupe	590	4	1.36	Jamaica	876	5.00	1.7
Guam	671	4	1.36	Japan	81	4.00	1.36
Guantanamo Bay	53	4	1.36	Jordan	962	5.00	1.7
Guatemala	502	4	1.36	Kazakhstan	7	4.00	1.36
Guinea	224	4	1.36	Kenya	254	4.00	1.36
Guinea Bissau	245	4	1.36	Kiribati	686	5.00	1.7
Guyana	592	4	1.36	Korea	82/884/850	5.00	1.7
Haiti	509	5	1.70	Kuwait	965	5.00	1.7
Honduras	504	6	2.04	Kyrgyzstan	996	4.00	1.36
Hong Kong	852	5	1.70	Laos	856	5.00	1.7
Hungary	36	4	1.36	Latvia	371	4.00	1.36
Iceland	354	4	1.36	Lebanon	961	5.00	1.7
India	91	7	2.38	Lesotho	266	4.00	1.36
Indonesia	62	5	1.70	Liberia	231	4.00	1.36
Iran	98	5	1.70	Libya	218	4.00	1.36
Iraq	964	5	1.70	Liechtenstein	423	4.00	1.36

INTERNATIONAL COUNTRIES

Country	CC	UNITS Per Mile	Standard Per Mile	Country	CC	UNITS Per Mile	Standard Per Mile
Lithuania	370	4	1.36	Montserrat	664	3	1.02
Luxemburg	352	4	1.36	Morocco	212	4	1.36
Macao	853	5	1.70	Mozambique	258	4	1.36
Macedonia	389	4	1.36	Myanmar	95	5	1.70
Madagascar	261	4	1.36	Nakhodka	7	4	1.36
Malawi	265	4	1.36	Namibia	264	3	1.02
Malaysia	60	5	1.70	Nauru	674	5	1.70
Maldives	960	5	1.70	Nepal	977	5	1.70
Mali Republic	223	4	1.36	Netherlands	31	4	1.36
Malta	356	4	1.36	Netherlands, Antilles	599	4	1.36
Marshall Islands	692	5	1.70	New Caledonia	687	3	1.02
Mauritania	222	4	1.36	New Zealand	64	5	1.70
Mauritius	230	4	1.36	Nicaragua	505	6	2.04
Mayotte Island	269	4	1.36	Niger	227	4	1.36
Mexico	52	8	2.72	Nigeria	234	4	1.36
Micronesia	691	4	1.36	Niue Island	683	5	1.70
Midway	808	4	1.36	Norfolk Island	672	5	1.70
Moldova	373	4	1.36	Norway	47	4	1.36
Monaco	377	4	1.36	Oman	968	5	1.70
Mongolia	976	5	1.70				

INTERNATIONAL COUNTRIES

Country	CC	UNITS Per Mo	Standard Rate Min	Country	CC	UNITS Per Mo	Standard Rate Min
Pakistan	92	5	1.70	Senegal Rep.	221	4	1.36
Palau	680	5	1.70	Seychelles	248	4	1.36
Panama	507	5	1.70	Sierra Leone	232	4	1.36
Paraguay	595	6	2.04	Singapore	65	5	1.70
Peru	51	4	1.36	Slovakia	421	4	1.36
Philippines	63	5	1.70	Slovenia	386	4	1.36
Pitcairn Island	872	5	1.70	Solomon Islands	677	5	1.70
Poland	48	5	1.70	Somalia	252	4	1.36
Portugal	351	4	1.36	South Africa	27	4	1.36
Qatar	974	6	2.04	Spain	34	4	1.36
Rep. of Yemen	967	5	1.70	Sri Lanka	94	5	1.70
Reunion Island	262	4	1.36	St. Helena	290	4	1.36
Romania	40	7	2.38	St. Kitts	169	3	1.02
Russia	7	4	1.36	St. Lucia	738	3	1.02
Rwanda	250	4	1.36	St. Pierre	508	4	1.36
Saint Helena	478	4	1.36	St. Vincent	784	3	1.02
Saldanha	7	4	1.36	Sudan	249	4	1.36
San Marino	378	3	1.02	Suriname	597	4	1.36
Sao Tome	239	4	1.36	Swaziland	268	3	1.02
Saudi Arabia	966	6	2.04	Sweden	46	4	1.36
Papua New Guinea	675	5	1.70				

INTERNATIONAL COUNTRIES							
Country	CC	MINUTES Per Mo	Standard Rate Per Min	Country	CC	MINUTES Per Mo	Standard Rate Per Min
Switzerland	41	4	1.36	Vanuatu	678	5	1.70
Syria	963	8	2.72	Vatican City	39	4	1.36
Tajikistan	992	4	1.36	Venezuela	58	4	1.36
Taiwan	886	5	1.70	Vietnam	84	8	2.72
Tanzania	255	4	1.36	Wake	808	4	1.36
Thailand	66	5	1.70	Wallis & Futuna	681	5	1.70
Togo	228	4	1.36	Western Sahara	34	4	1.36
Tonga	676	5	1.70	Western Samoa	685	5	1.70
Turkmenistan	668/988	3	1.02	Yugoslavia	381	4	1.36
Tunisia	216	4	1.36	Zaire	243	4	1.36
Turkey	90	5	1.70	Zambia	260	4	1.36
Turkmenistan	993	4	1.36	Zimbabwe	263	4	1.36
Texas de Carros	649	3	1.02				
Turvalu	688	5	1.70				
Uganda	256	4	1.36				
Ukraine	380	5	1.70				
United Arabs	971	5	1.70				
United Kingdom	44	3	1.02				
Uruguay	598	4	1.36				
Uzbekistan	998	4	1.36				

AMENDMENT NO. 02 TO CONTRACT NO. 13445 (FORMERLY CONTRACT NO. 442859) RELEASE NO. T-512

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Global Tel*Link Corporation, 2609 Cameron Street, Mobile, AL 36607 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract 13445, April 1, 2010, to March 31, 2012 ("Contract"), to provide for an Offender/Client Telephone Calling System; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract expressly state that the Contract may be extended for up to 36 months upon mutual consent of both parties;

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. Contract No. 442859 is converted to Contract No. 0000000000000000000013445 (13445) to accommodate orders and payments in the new Statewide Integrated Financial Tool (SWIFT) computer system.
2. That Contract No. 13445 is extended through March 31, 2013, at the same prices, terms, and conditions.

This Amendment is effective beginning April 1, 2012, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect until March 31, 2013, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. GLOBAL TEL*LINK CORPORATION

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]

Title: President Services

Date: 4/4/12

By: _____

Title: _____

Date: _____

2. MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: [Signature]

Title: Acquisition Management Specialist

Date: 4/5/12

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: [Signature]

Date: 4/6/2012

(For Agency Use Only) Vendor # _____

Contract Period: _____

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 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:

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 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). 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 Telix Corporation Date: 4/11/12

Authorized Signature: [Signature] Telephone number: 703-955-3889

Printed Name: Jeffrey B. Harding Title: President Services

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

Mail: The Freeman Building 625 Robert Street North, Saint Paul, MN 55155 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: compliance.mdhr@state.mn.us

Affirmative Action Certification Page, Rev (6/2011) – MDHR

GENERAL INSURANCE REQUIREMENTS

The Contractor shall maintain insurance to cover claims which may arise from operations under this Contract,

The Contractor 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 Contractor shall maintain such insurance in force and effect throughout the term of the Contract.

All coverages and limits shall remain in force and effect throughout the term of the Contract.

NOTICE TO THE CONTRACTOR:

The failure of the State of Minnesota to obtain a 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 Contractor to provide such insurance.

The Owner reserves the right to immediately terminate the Contract if the Contractor is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

NOTICE TO INSURER:

The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

REQUIREMENTS FOR THE CONTRACTOR:

The Contractor'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 Contractor's performance under this Contract.

The Contractor's policy(ies), shall contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least 30 day's advance written notice to the State of Minnesota.

The Contractor is responsible for payment of Contract related insurance premiums and deductibles.

If the Contractor is self-insured, a Certificate of Self-Insurance must be attached.

Insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the MN Department of Commerce if they are not rated by AM Best.

The Contractor's Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

POLICY REQUIREMENTS:

1. Workers' Compensation Insurance:

Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Minimum limits of liability:

Coverage B – Employer's Liability
\$100,000 Bodily Injury by Disease per Employee
\$500,000 Bodily Injury by Disease Aggregate
\$100,000 Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts the Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, the Contractor must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excludes the Contractor from MN Workers' Compensation requirements.

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

Evidence of Subcontractor insurance shall be filed with the Contractor.

2. Automobile Liability Insurance:

The Contractor shall maintain insurance to cover liability arising out of the ownership, operation, use or maintenance of all owned, hired and non-owned autos, and in case any work is subcontracted the Contractor will require the subcontractor to maintain Automobile Liability insurance.

A. Minimum Limits of Liability:

\$2,000,000 - Per Occurrence – Bodily Injury and Property Damage Combined Single Limit

B. Coverages:

- Owned Automobile
- Non-owned Automobile
- Hired Automobile

Evidence of Subcontractor insurance shall be filed with the Contractor.

3. General Liability Insurance:

The Contractor 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 whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor 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

- Premises and Operations Bodily Injury and Property Damage
- Personal & Advertising Injury
- Blanket Contractual
- Products and Completed Operations
- State of Minnesota named as an Additional Insured



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/31/2011

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

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

PRODUCER Aon Risk Services South, Inc. Atlanta GA Office 3565 Piedmont Rd NE, Bldg 1, #700 Atlanta GA 30305 USA	CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (847) 953-5390		
	E-MAIL ADDRESS:		
INSURED GTEL Holdings, Inc; Global Tel*Link Corp Global Tel* Link Corporation 107 St. Francis St., 33rd Floor Mobile AL 36602 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Great Northern Insurance Co.		20303
	INSURER B: Federal Insurance Company		20281
	INSURER C: Chubb Indemnity Insurance Co.		12777
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER: 570043662121** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			35833545	09/01/2011	09/01/2012	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
							Errors & Omissions	\$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			7353-38-39	09/01/2011	09/01/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			79839962	09/01/2011	09/01/2012	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	71725786	09/01/2011	09/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is added as an Additional Insured for General Liability as required by written contract but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions.

CERTIFICATE HOLDER

CANCELLATION

State of Minnesota Dept of Corrections
Materials Management Division
c/o Nancy Rafferty
112 Administration Building
50 Sherburne Avenue
St Paul MN 55155 USA

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services South, Inc

Holder Identifier :

Certificate No : 570043662121





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

NOTIFICATION OF CONTRACT AWARD

To: Mr. William Smith
Global Tel*Link Corporation
2609 Cameron Street
Mobile, AL 36607

CONTRACT NO: 442859
RELEASE NO: T-512
CONTRACT PERIOD: April 1, 2010
Through March 31, 2012
EXTENSION OPTION: Up to 36 Months

You are hereby notified that your response to our solicitation, which opened October 23, 2009, is accepted. This Contract Award includes all or part of the following products or services, as further specified in Exhibit A: Telecom: Offender/Client Telephone Calling System.

The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: (1) this Notification of Contract Award, together with Exhibit A and any attachments or subsequent purchase orders, amendments or similar documents; (2) the State's solicitation; and (3) your response. In the event of a conflict in language among any of these documents, the terms and conditions set forth and/or referenced in this Notification and any later executed documents shall prevail over conflicting terms and conditions contained in the earlier documents, in their original form or as amended.

1. GLOBAL TEL*LINK CORPORATION

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]
Title: President, Services
Date: 3-10-10

2. MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. 16C.03, Subd. 3.

By: [Signature]
Title: Acquisition Management Specialist
Date: 3-11-10

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By:
Title:
Date:

By: [Signature]
Date: 3/15/10

**STATE OF MINNESOTA
MATERIALS MANAGEMENT DIVISION**

**PRICE CONTRACT
EXHIBIT A**

As stated in the Notification of Contract Award, this Contract incorporates the terms, conditions, specifications of the solicitation and response, along with all clarification and negotiated items, at the prices below:

TERMS: Net 30

SCOPE. To provide 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. This Contract shall 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 will not need 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.

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.

PRICES. This is a commission only Contract, at no cost to the State.

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

DOC Central Office, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55104

DOC Correctional Facilities

Faribault, 1101 Linden Lane, Faribault, MN 55021
Lino Lakes, 7525 4th Ave., Lino Lakes, MN 55014
Moose Lake, 1000 Lakeshore Drive, Moose Lake, MN 55767
Oak Park Heights, 5329 Osgood Ave., Oak Park Heights, MN 55082
Rush City, 7600 525th St., Rush City, MN 55069
Red Wing, 1079 Hwy. 292, Red Wing, MN 55066
St. Cloud, 2305 Minnesota Blvd, St. Cloud, MN 56304
Shakopee, 1010 W. 6th Ave., Shakopee, MN 55379
Stillwater, 970 Pickett St. North, Bayport, MN 55003
Togo, 62741 County Road 55, Togo, MN 55723

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Willow River, 86032 County Highway 61, Willow River, MN

DHS Facilities

St. Peter Regional Treatment Center, 100 Freeman Dr., St. Peter, MN
MSOP B 1111 Highway 73, Moose Lake, MN 55767

General Requirements:

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. Except for International call rates (which are identified in Exhibit A to the Contract), the call charges of this Contract are set forth in the **Rate Schedule** below. 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.

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

Such matters will be between the Contract Vendor and the called/billed party (for collect calls) or the offender/client (for debit calls) and will be governed by Contract Vendor's applicable Federal or State tariff(s) and their successor(s) in effect during the Contract term. Fraudulent calls, uncollectibles or disputed charges will not reduce the Commissionable Revenue on which Contract Vendor will pay the State commissions.

The Contract Vendor shall be solely responsible for the integration and compatibility of offered services or system equipment with the existing Mercom and MacTek telephone monitoring system, including all circuits and facilities provided by the local telephone company or other carriers.

The Contract Vendor shall be responsible for all coordination with the current Mercom and MacTek Contract Vendors 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.

The telephone-to-offender/client ratio will be determined by each correctional facility/hospital.

The Contract Vendor shall provide detailed flow charts depicting the call-processing sequence including all associated equipment.

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.

Support/Maintenance. The Contract Vendor must supply support and maintenance for the system and for leased TTY and telephone equipment at no cost to the State.

The Contract Vendor shall have a certified and/or fully trained technician to do all installation, maintenance and repair. A maintenance facility or certified and/or fully trained technician shall be located within 100 miles of each State correctional facility/hospital.

All Contract Vendor employees and subcontractors employees must have security clearance to perform work on correctional facilities/hospitals premises. Security clearance requirements to be determined by DOC/DHS personnel.

The Contract Vendor shall provide one technical contact person available 24 hours a day, 365 days a year and one business contact available during normal business hours.

The Contract Vendor will offer continuing software updates as technology allows and maintain the current version at each site at no additional cost to the State.

The Contract Vendor must provide a schedule of planned upgrades to each site.

Contract Release T-512

Service response will include any necessary replacement of failed parts to make the equipment fully operational. This work will be coordinated with the customer. On-site support and replacement of parts and leased equipment will be at no cost to the State.

Repair and maintenance is to be provided, solely at the expense of the Contract Vendor.

Repair must be available 24 hours a day, seven days a week including holidays.

RATE SCHEDULE.

Type of Call	Debit		Collect	
	No Surcharge	Surcharge	Rate - 1st Minute Min.	Rate - each Add=I
Local	\$0.35/call	\$1.00	\$0.05	\$0.05
IntraLATA Interstate	\$0.32/minute	\$3.00	\$0.13	\$0.13
InterLATA Intrastate	\$0.32/minute	\$3.00	\$0.23	\$0.23
Interstate	\$0.32/minute	\$3.95	\$0.89	\$0.89
International	ATT FCC Tariff		ATT FCC Tariff	

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/ximgtn/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. Haidinger

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@aastate.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)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/10/2010

PRODUCER
Aon Risk Services South, Inc.
Atlanta GA Office
3565 Piedmont Rd NE, Bldg 1, #700
Atlanta GA 30305 USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PHONE-(866) 283-7122 FAX-(847) 953-5390

INSURERS AFFORDING COVERAGE

INSURED
GTEL Holdings, Inc.
Global Tel* Link Corporation
107 St. Francis St., 33rd Floor
Mobile AL 36602 USA

INSURER A:	INSURER B:	INSURER C:	INSURER D:	INSURER E:	NAIC #
Federal Insurance Company	Chubb Indemnity Insurance Co.				20281
					12777

Holder Identifier :

COVERAGES

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

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	35833545	09/01/2009	09/01/2010	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMPOP AGG	\$2,000,000
						Errors & Omissions	\$1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS	7353-38-39	09/01/2009	09/01/2010	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC AGG	
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	79839962	09/01/2009	09/01/2010	EACH OCCURRENCE	\$1,000,000
						AGGREGATE	\$1,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	1071725786	09/01/2009	09/01/2010	<input checked="" type="checkbox"/> WC STATU-RORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		OTHER					

Certificate No : 570038066905

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate Holder is added as an Additional Insured for General Liability as required by written contract but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

State of Minnesota Dept of Corrections
Materials Management Division
c/o Nancy Rafferty
112 Administration Building
50 Sherburne Avenue
St Paul MN 55155 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE