

# Admin Minnesota

## Materials Management Division

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996  
For TTY/TDD communication, contact us through the Minnesota Relay Service at 1.800.627.3529.

### CONTRACT RELEASE: T-512

**DATE:** MARCH 30, 2007

**PRODUCT/SERVICE:** TELECOM: OFFENDER/CLIENT PHONE SYSTEM

**CONTRACT PERIOD:** JANUARY 7, 2005, THROUGH JANUARY 6, 2010

**EXTENSION OPTIONS:** NONE

**ACQUISITION MANAGEMENT SPECIALIST:** JOAN BREISLER

**PHONE:** 651.201.2448 **E-MAIL:** joan.breisler@state.mn.us **WEB SITE:** www.mmd.admin.state.mn.us

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
<b>GLOBAL TEL*LINK CORPORATION</b> 2609 Cameron Street Mobile, AL 36607 (Formerly MCI/Verizon Business)	<b>433708</b>	<b>NET 30</b>	<b>AS SPECIFIED</b>

**VENDOR NO.:** 200358303 04

**CONTACT:** Michael Patterson

**PHONE:** 916.779.1922  
**FAX:** 509.752.6309

**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.

**AGENCY ORDERING INSTRUCTIONS.** Orders are to be placed directly with the Contract Vendor. The 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 Offender/Client Phone System for the Department of Corrections and Department of Human Services located at Oak Park Heights, Stillwater, Rush City, St. Cloud, Faribault, Lino Lakes, Moose Lake, Red Wing, Shakopee, St. Paul and St. Peter.

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.

The purpose of this Contract is to provide the best combination of security, reliability, service and long distance calling commissions using a combined debit/collect call system. Long distance calls shall be at the predominant carrier 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

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

The Contract Vendor will be responsible for all collections from collect calls, local and long distance, and will send each facility its share of the revenue within 45 days from the end of the month covered. The Contract Vendor will provide a statement for all debit calls and the amount due, within 45 days from the end of the month covered.

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 4<sup>th</sup> 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 525<sup>th</sup> 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. 6<sup>th</sup> Ave., Shakopee, MN 55379

Stillwater, 970 Pickett St. North, Bayport, MN 55003

**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 as clarified in Contract Vendor's BAFO response dated December 1, 2004.

The Contract Vendor is to be responsible for fraudulent calls, uncollectibles or disputed charges. 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. The State will assume no liability. Fraudulent calls, uncollectibles or disputed charges will not reduce the "Commissionable Revenue" on which Contract Vendor will pay the State commissions, per Contract Vendor's response to RFP Section 7.

The Contract Vendor shall be solely responsible for the integration and compatibility of offered services or system equipment with the existing Mercom 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 Contract Vendor 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. The Contract Vendor is responsible for all certificates and approvals necessary to operate pay phones in Minnesota.

**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 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		Collect	
	No Surcharge	Surcharge	Rate - 1 <sup>st</sup> Minute	Rate - each Add'l Min.
Local	\$0.35/call	-----	\$1.05	\$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	See Below		See Below	

#### **\* International Debit Rate Schedule:**

For International Debit Calls that originate from a State Department of Corrections or Department of Human Services facility covered by this Contract, the call will be charged at a rate of \$0.34 per unit based upon the terminating Country. Listed below is a complete Country listing providing the number of units charged per minute and the effective rate per minute.

Contract Vendor will allow for International Collect calls under this Contract upon written request from the State of Minnesota Department of Administration and the State of Minnesota Department of Corrections. In any case, Contract Vendor will allow for International Collect subject to the following: (a) Contractor Vendor does not bill collect call recipients in the terminating foreign countries, but instead the foreign telephone companies bill and collect from the collect call recipients in their respective countries, in the currencies of that country, and (b) Contractor Vendor has settlement agreements with most foreign telephone companies for handling of international collect calls such that, at the end of a billing cycle, Contract Vendor sends billing records to the foreign telephone companies and collects a settlement payment, which is calculated based upon settlement rates that are negotiated between the foreign telephone company and Contract Vendor, and the monies paid to Contract Vendor based upon the negotiated settlement rates is the only revenue received by Contract Vendor for these collect call types.

**Contract Release T-512**

Accordingly, although Contract Vendor will pay the State of Minnesota commissions at the rate listed within the chosen option on international Collect calls, this percentage will be calculated on a monthly basis against the settlement revenues received by Contract Vendor from the foreign telephone companies. The State of Minnesota understands and agrees that settlement rates are negotiated periodically and are subject to change. This process to pay commission on settlement rates for International Collect does NOT impact the commissions paid on International Debit calls.

**REVISION.**

03/30/07 The Contract with MCI Communications Services, Inc., has been acquired by Global Tel\*Link Corp.

12/27/06 The Contract has been extended through January 6, 2010, at the same prices, terms and conditions.