

# Admin Minnesota

## Materials Management Division

Room 112 Administration Bldg., 60 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 1.800.627.6269.

### CONTRACT RELEASE: T-512

DATE: DECEMBER 2, 2004

PRODUCT/SERVICE: TELECOM: OFFENDER/CLIENT PHONE SYSTEM

CONTRACT PERIOD: JANUARY 7, 2005, THROUGH JANUARY 6, 2007

EXTENSION OPTIONS: 36 MONTHS

ACQUISITION MANAGEMENT SPECIALIST: JOAN BREISLER

PHONE: 651.296.9071 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>
MCI WORLDCOM COMMUNICATIONS 20855 Stone Oak Parkway San Antonio, TX 78258	433708	NET 30	AS SPECIFIED

VENDOR NO.: 200358303 04 CONTACT: Keith Eismann PHONE: 210.484.3777  
FAX: 210.484.5200

**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.

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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 52<sup>nd</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.

**Contract Release T-512**

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.

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Accordingly, although Contract Vendor will pay the State of Minnesota commissions at the rate listed with 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.



Department of Administration

Materials Management Division

50 Sherburne Avenue

St. Paul, MN 55155

Voice: 651.296.9071

Fax: 651.297.3996

December 2, 2004

**NOTIFICATION OF CONTRACT AWARD**

TO:  
NO: 433708  
Mr. Keith Eismann  
MCI WORLDCOM Communications, Inc.  
20855 Stone Oak Parkway  
San Antonio, TX 78258

CONTRACT  
RELEASE NO: T-612  
CONTRACT PERIOD: January 7, 2005,  
through January 6, 2007  
EXTENSION OPTION: Up to 36 Months

You are hereby notified that your response to our solicitation, which opened October 19, 2004, is accepted. This Contract Award includes all or part of the following products or services, as further specified in Exhibit A: Telco Offender/Client Phone 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 amendments or subsequent purchase orders, amendments, clarifications, "Best and Final Offer", 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. MCI WORLDCOM COMMUNICATIONS, INC.**

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

By: *Jeff Edgerton*  
Title: *JEFF EDGERTON, SUP.*  
Date: *12/2/04*

**2. MATERIALS MANAGEMENT DIVISION**

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

By: *Joan Brewster*  
Title: Acquisition Management Specialist  
Date: *12/27/04*

**3. COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By: *Brenda Willard*  
Date: **DEC 27 2004**

By Brenda Willard

Contract No. 433708

**STATE OF MINNESOTA  
MATERIALS MANAGEMENT DIVISION**

**COMMISSIONS ONLY CONTRACT  
EXHIBIT A**

As stated in the Notification of Contract Award, this Contract incorporates the terms, conditions and specifications of the solicitation, your response, subsequent clarifications and "Best and Final Offer" at the call charges and commission rate attached.

This Contract, for the provision of Telecom: Offender/Client Phone System for the Department of Corrections ("DOC") and Department of Human Services ("DHS") only, is entered into between the State of Minnesota, acting through the Department of Administration, Materials Management Division ("State"), and MCI WORLDCOM Communications, Inc. ("MCI").

The State and MCI agree and covenant between themselves to the following terms and conditions:

**1. Elements of the Contract.**

**1.1 This Contract consists of the following elements:**

**1.1.1 The contractual terms and conditions that follow;**

**1.1.2 The State's Request for Proposal (RFP) for Telecom: Offender/Client Phone System, as amended through Addendum #2, and that opened on October 19, 2004, which is incorporated herein by reference; and**

**1.1.3 MCI's response to the RFP dated October 19, 2004 and the subsequent written clarifications thereto dated November 3 & December 1, 2004, all of which are incorporated herein by reference; and**

**1.1.3.1 The following terms and conditions have been clarified or negotiated between the State of Minnesota and MCI. To the extent these terms and conditions clarify or add to the terms and conditions set forth in the State's RFP, these terms and conditions shall be read in conjunction with the terms and conditions in the State's RFP. To the extent the following terms and conditions conflict with the terms and conditions set forth in the State's RFP, these terms and conditions shall take precedence over the terms and conditions set forth in the RFP:**

**1.1.3.2 Indemnification and Hold Harmless.** (a) MCI's obligation to indemnify the State, etc., does not apply to the extent any claim or causes of action result from the negligence or willful misconduct of the entity or person(s) seeking indemnification ("Indemnitee(s)"); (b) to the extent permitted by law, MCI's obligation to indemnify the State, etc., from any intellectual property-related claims or causes of action, will be governed exclusively by item 1.1.3.14, Intellectual Property Indemnification, below; and (c) to the fullest extent permitted by applicable law, in no event will MCI be liable, under this or any other provision of the resulting contract or any other theory of recovery, for any special, indirect, incidental, consequential, punitive or exemplary damages of any kind or amount whatsoever, whether or not such damages are foreseen or unforeseen.

**1.1.3.3 Cancellation of Contract.** If such a cancellation is for default, then Section 10, Default, in the RFP's General Terms, Conditions and Instructions, and MCI's response, shall apply.

**1.1.3.4 Antitrust.** This provision is inapplicable to the no-cost Contract awarded from the RFP.

**1.1.3.5 Government Data Practices Act.** Item 1.1.3.2 above, Indemnification and Hold Harmless, also applies to MCI's obligation to indemnify under this provision.

- 1.1.3.6 **Disposition of Responses.** The State's right to use MCI's proposal or any other materials submitted by MCI in response to this RFP is limited to evaluation and Contract award to MCI under this RFP. Any intellectual property of MCI or its subcontractor(s), if embodied in MCI's proposal or any other materials submitted by MCI in response to this RFP shall remain the property of MCI or its subcontractor(s), if applicable.
- 1.1.3.7 **Prices.** This provision is inapplicable to the no-cost Contract awarded from the RFP.
- 1.1.3.8 **Risk of Loss or Damage.** Under this no-cost Contract, the System shall remain the property of MCI or its subcontractor(s), as applicable, and unencumbered title will never vest in the State; and (b) the System will be deemed to be in the State's exclusive possession upon acceptance as defined in RFP Specification 1.6, Date of Acceptance, and MCI's response thereto, and during such period, the State shall be responsible for loss of or damage to the System that results from the negligence or other wrongful act or omission of the State or its agents, employees or representatives.
- 1.1.3.9 **Governing Law.**
  - (a) In conducting its business, MCI is subject to the Communications Act of 1934, as amended, and as interpreted and applied by the Federal Communications Commission together, the "Act"). Therefore, the contract, including all matters relating to the validity, construction, performance and enforcement thereof, shall be governed by the laws of the State of Minnesota without giving reference to its principles of conflicts of law, except to the extent the Act or any other applicable federal law applies.
  - (b) MCI will not be selling the System and related Services to the State under this no-cost contract. Therefore, neither the System nor the related Services to be provided under this Contract shall be deemed "goods" for purposes of the Uniform Commercial Code ("UCC") and the UCC as adopted by the State shall not apply in any respect to this Contract.
- 1.1.3.10 **Jurisdiction and Venue.** Item 1.1.3.9, Governing Law, above also applies to Section 25, Jurisdiction and Venue.
- 1.1.3.11 **Payment of Subcontractors.** This provision is inapplicable to the no-cost Contract awarded from the RFP.
- 1.1.3.12 **Force Majeure.** Neither party shall be liable for any loss or damage, nor be in breach of this Contract, due to such party's delay in or failure of performance, wholly or in part, if such failure or delay of performance is due to causes beyond such party's reasonable control (collectively, "force majeure"), including but not limited to, acts of God, fire, flood or other similar occurrences; any law, order, regulation or request of the United States government or of any state or local government having jurisdiction; national emergencies; cable cuts; riots; wars; acts of terrorism; strikes or other labor difficulties; or acts or omissions of the other party, any local exchange company or any other third party beyond the reasonable control of the party affected by the force majeure. Any delay resulting from force majeure shall extend performance accordingly or excuse performance by the affected party, in whole or in part, as may be reasonable.
- 1.1.3.13 **Default.** MCI will be afforded a reasonable period (not less than thirty (30) calendar days) from receipt of written notice of default to cure such default, prior to the triggering of the State's right to cancel the Contract. All portions of this provision that contemplate a purchase contract are inapplicable to the no-cost Contract awarded from the RFP.

**1.1.3.14 Intellectual Property Indemnification.** In lieu of Section 31, Intellectual Property Indemnification, in the RFP's General Terms, Conditions and Instructions the following alternative shall apply:

- A) MCI shall, with the approval of the Minnesota Office of the Attorney General (such approval not to be unreasonably withheld or conditioned) and at MCI's expense, defend the State through final judgment or settlement of any claim, suit or other demand asserted against the State by any third party alleging that any Service as delivered by MCI infringes said third party's rights under any United States patent, copyright, trademark, or trade secret, and shall indemnify the State in the amount of any final judgment or settlement of such claim, suit or other demand.
- B) MCI shall be under no obligation to defend or indemnify the State to the extent that such third party claim, suit, or other demand arises out of or relates to: (i) MCI's compliance with the State's specifications; (ii) a combination of the Service with products or services not provided by MCI; (iii) a modification of the Service by anyone other than MCI or its authorized agents; (iv) a use of the Service that is inconsistent with this contract or MCI's written Instructions; or (v) information, data, or other content not provided by MCI. To the extent that a third party claim, suit or other demand arising out of one or more conditions stated in (i) through (v) is asserted against MCI, then to the extent permitted by applicable law the State shall be responsible for such claim, suit or other demand.
- C) With respect to any pending or threatened claim, suit or other demand as to which MCI is the indemnifying party pursuant to this provision, MCI may in its discretion and at its own expense obtain for the State the right to continue using the Service or alternatively replace or modify the Service so that it is functionally equivalent but non-infringing. If achievement of the foregoing is not commercially reasonable within ninety (90) days after MCI first becomes aware of such pending or threatened claim, either MCI or the State may terminate this contract, without liability of either party to the other, except for the State's obligation to pay for Services delivered prior to termination.
- D) MCI shall be excused from its obligations pursuant to this provision if MCI is prejudiced by the State's failure to (i) provide prompt written notice of the third party claim, suit or other demand to MCI; (ii) cooperate with all reasonable requests of MCI, at MCI's expense; and/or (iii) surrender exclusive control to MCI of the defense and/or settlement of such claim, suit or other demand. MCI shall not, however, enter into any settlement that would materially prejudice the interests of the State without first consulting with the State of Minnesota a Office of the Attorney General.
- E) This provision provides the sole and exclusive obligations and remedies of the parties in connection with any third party claim suit or other demand described in this provision or which otherwise asserts a violation of a third party's intellectual property rights.

**1.1.3.15 Notices.** Notice to MCI shall be addressed as follows:

Original notice to:	With contemporaneous fax copy to:
MCI 20855 Stone Oak Parkway San Antonio, TX 78258 Attn: Keith R. Eismann Sr. Sales Mgr. - Govt. Markets	MCI 5055 North Point Parkway Alpharetta, GA 30022 Attn: Law & Public Policy - Govt. Markets Fax: 678.259.1185

**1.1.3.16 Ownership.** This provision is inapplicable to the no cost Contract awarded from the RFP.



- 1.1.3.17 **Copyright Material Waiver.** This provision is subject to 1.1.3.5 Government Data Practices Act, and 1.1.3.6 Disposition of Responses.
- 1.1.3.18 **Certification Regarding Debarment, Suspension, etc.** To best of MCI's knowledge neither MCI 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.
- 1.1.3.19 **Nonvisual Access Standards.** Per RFP Addendum #1, this provision is not part of the Contract.
- 1.1.3.20 **Acceptance of Proposal Content.** MCI reserves the right to seek administrative or judicial review of any State decision in matters of interpretation of the contract terms and conditions, in accordance with applicable law.
- 1.1.3.21 **Assignment.** MCI may assign or otherwise transfer this Contract, in whole or in part, to its parent or to any other controlled affiliate(s) or subsidiary(ies) thereof.
- 1.1.3.22 **Survivability.** The parties' respective rights and duties under the following provisions of the RFP's General Terms, Conditions and Instructions (and MCI's response, if any) will survive the expiration or cancellation of this Contract, for the longer of: (i) the period(s) set forth therein or otherwise provided by applicable law, or (ii) until such rights and duties have been fully exercised or satisfied, as applicable: Sec. 8, Indemnification and Hold Harmless; Sec. 9, State Audits; Sec. 15, Government Data Practices Act; Sec. 24, Governing Law; Sec. 25, Jurisdiction and Venue; and Sec. 31, Intellectual Property Indemnification.
- 1.1.3.23 **Usage Report.** Per RFP Addendum #1, this provision is not part of the Contract.
- 1.1.3.24 **Copyright.** This provision is subject to above Item 1.1.3.1.14, Intellectual Property Indemnification.
- 1.1.3.25 **RFP Special Terms, Conditions and Specifications.**
- (a) The provisions entitled ESCALATION, FUNDING OUT CLAUSE and PRICING OFFERED IN RESPONSE, are not applicable to the no-cost Contract awarded from the RFP.
  - (b) Regarding the provision entitled SUBCONTRACTS, the private contractual agreements between MCI and its subcontractor(s) will not be part of this no-cost Contract, and MCI will have the right, in the exercise of its discretion as an independent contractor to the State, to determine the necessary and appropriate terms and conditions in any such subcontract(s).
  - (c) 1.6, Acquisition Terms. Per RFP Addendum #1, this provision is not part of the Contract.
  - (d) 1.7, Dated of Acceptance. Per RFP Addendum #1, the "NOTE" appearing at the end of this provision is not part of the Contract.
- 1.1.3.26 **Rates and Charges.**
- (a) Except for international call charges (which are set forth in the Rate Schedules attached to this Exhibit A), the call charges applicable to this Contract are set forth in the "Final Negotiation and BAFO Response Revised Rate Schedule" in MCI's 12/1/04 clarification to its RFP response, and will become effective on the later of: (a) February 1, 2005 or (b) Contract Vendor's filing of any modification to its State or Federal tariff(s) or their successor(s) as required by applicable law and Contract Vendor's receipt of any necessary regulatory approvals (the "Rate Effective Date"). Contract Vendor shall make all such filings promptly following the State's final Contract signature.
  - (b) 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.

## \* 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.

INTERNATIONAL DEBIT RATES BY COUNTRY							
Country	Country Code	Units /Min	Per Min. Rate	Country	Country Code	Units /Min	Per Min. Rate
Afghanistan	93	5	\$ 1.70	Belarus	375	4	\$ 1.36
Albania	355	4	\$ 1.36	Belgium	32	4	
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
Anguilla	264/986	3	\$ 1.02	Bolivia	591	6	\$ 2.04
Antarctica	672	4	\$ 1.36	Bosnia-Herzegovina	387	4	\$ 1.36
Antigua	268/981	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	284/849	3	
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	267	4	\$ 1.36
Azerbaijan	994	4	\$ 1.36	Cambodia	855	8	
Bahamas	242/889	3	\$ 1.02	Cameroon	237	4	\$ 1.36
Bahrain	973	5	\$ 1.70	Canada	* List	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
Central Afr Rep	236	4	\$ 1.36	Ecuador	593	6	\$ 2.04
Chad	235	4	\$ 1.36	Egypt	20	5	\$ 2.04

## INTERNATIONAL DEBIT RATES BY COUNTRY

Country	Country Code	Units /Min	Per Min. Rate	Country	Country Code	Units /Min	Per Min. Rate
Chile	56	4	\$ 1.36	El Salvador	603	5	\$ 1.70
China	88	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	Faeros 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	58	4	\$ 1.36	Ghana	233	4	\$ 1.36
Gibraltar	350	4	\$ 1.36	Ireland	353	4	\$ 1.36
Greece	30	4	\$ 1.36	Israel	972	5	\$ 1.70
Greenland	299	4	\$ 1.36	Italy	39	4	\$ 1.36
Grenada	295/473	3	\$ 1.02	Ivory Coast	225	4	\$ 1.36
Guadeloupe	590	4	\$ 1.36	Jamaica	876	5	\$ 1.70
Guam	671	4	\$ 1.36	Japan	81	4	\$ 1.36
Guantanamo Bay	53	4	\$ 1.36	Jordan	962	5	\$ 1.70
Guatemala	502	4	\$ 1.36	Kazakhstan	7	4	\$ 1.36
Guinea	224	4	\$ 1.36	Kenya	254	4	\$ 1.36
Guinea Bissau	245	4	\$ 1.36	Kiribati	686	5	\$ 1.70
Guyana	592	4	\$ 1.36	Korea	82/884/ 850	5	\$ 1.70
Haiti	509	5	\$ 1.70	Kuwait	965	5	\$ 1.70
Honduras	504	6	\$ 2.04	Kyrgyzstan	996	4	\$ 1.36
Hong Kong	852	5	\$ 1.70	Laos	856	5	\$ 1.70
Hungary	36	4	\$ 1.36	Latvia	371	4	\$ 1.36
Iceland	354	4	\$ 1.36	Lebanon	961	5	\$ 1.70
India	91	7	\$ 2.38	Lesotho	266	4	\$ 1.36
Indonesia	62	5	\$ 1.70	Liberia	231	4	\$ 1.36
Iran	98	5	\$ 1.70	Libya	218	4	\$ 1.36
Iraq	964	5	\$ 1.70	Liechtenstein	423	4	\$ 1.36
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	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
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	869	3	\$ 1.02
Russia	7	4	\$ 1.36	St. Lucia	758	3	\$ 1.02
Rwanda	250	4	\$ 1.36	St. Pierre	508	4	\$ 1.36
Saipan	670	4	\$ 1.36	St. Vincent	784	3	\$ 1.02
Sakhalin	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

INTERNATIONAL DEBIT RATES BY COUNTRY							
Country	Country Code	Units /Min	Per Min. Rate	Country	Country Code	Units /Min	Per Min. Rate
Papua New Guinea	675	5	\$ 1.70	Vanuatu	678	5	\$ 1.70
Switzerland	41	4	\$ 1.36	Vatican City	39	4	\$ 1.36
Syria	963	8	\$ 2.72	Venezuela	58	4	\$ 1.36
Tajikistan	992	4	\$ 1.36	Vietnam	84	8	\$ 2.72
Taiwan	866	5	\$ 1.70	Wake	808	4	\$ 1.36
Tanzania	255	4	\$ 1.36	Wallis & Futuna	681	5	\$ 1.70
Thailand	66	5	\$ 1.70	Western Sahara	34	4	\$ 1.36
Togo	228	4	\$ 1.36	Western Samoa	685	5	\$ 1.70
Tonga	676	5	\$ 1.70	Yugoslavia	381	4	\$ 1.36
Trinidad/Tobago	868/988	3	\$ 1.02	Zaire	243	4	\$ 1.36
Tunisia	216	4	\$ 1.36	Zambia	260	4	\$ 1.36
Turkey	90	5	\$ 1.70	Zimbabwe	263	4	\$ 1.36
Turkmenistan	993	4	\$ 1.36	Tuvalu	688	5	\$ 1.70
Turks & Caicos	649	3	\$ 1.02	Ukraine	380	5	\$ 1.70
Uganda	256	4	\$ 1.36	UK	44	3	\$ 1.02
United Arabs	971	5	\$ 1.70	Uzbekistan	998	4	\$ 1.36
Uruguay	598	4	\$ 1.36				

\* Canada Area Codes: 204,250,306,403,416,418,450,506,519,604,613,705,709,807,819,867,902

**\*\* Collect International Rate Schedule:**

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. 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.