Admin Minnesota

Materials Management Division

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CONTRACT RELEASE: T-512

DATE: MARCH 19, 2013

PRODUCT/SERVICE: TELECOM: OFFENDER/CLIENT SYS – DOC & DHS, MOOSE LAKE & ST PETER ONLY

CONTRACT PERIOD: APRIL 1, 2010, THROUGH MARCH 31, 2014

EXTENSION OPTIONS: UP TO 12 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	CONTRACT NO.	TERMS	DELIVERY
GLOBAL TEL*LINK CORPORATION 2609 Cameron Street Mobile, AL 36607	442859 (MAPS) 00000000000000000013445 (SWIFT	NET 30	AS SPECIFIED
VENDOR NO.: 20021887701 (MAPS) 0000228094 (SWIFT)	CONTACT: Bob Parnell E-MAIL: <u>Bob.Parnell@gtl.net</u>	PHONE: 319 MOBILE: 33	

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 <u>Contract</u> <u>Feedback Form.</u>

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.

IT ACCESSIBILITY. When agencies are making purchasing decisions, the purchasing entities are responsible for evaluating the accessibility of IT products in accordance with the State of MN IT Accessibility standards that incorporate both Section 508 standards and Web Content Accessibility Guidelines 2.0 level 'AA' standards. This contract requires vendors to provide accessibility information, known as VPATs, for the products available through this contract. It is the purchasing agency's responsibility to request, collect, evaluate, and make a purchasing decision in compliance with these state laws.

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 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. The call charges of this Contract are set forth in the **Rate Schedule** below, except for International call rates which may be accessed through the following link:

Tim add link to Exhibit A which is found at T-512/2010-2012/Contract Release/T512ReleaseExhibitA

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.

<u>Support/Maintenance</u>. 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.

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

RATE SCHEDULE.

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

REVISIONS:

03/19/2013	Added link to international call rates.
03/15/2013	Contract extended at same terms, conditions and pricing.
05/11/2012	Updated vendor contact information.

02/08/2012 AMS reassignment to Mike Brick.