

JON S. CORZINE

Governor

DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY PURCHASE BUREAU P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

R. DAVID ROUSSEAU State Treasurer

# AMENDMENT #1 T-1934

#### **SOLICITATION #32533**

TO: ALL USING AGENCIES AND COUNTY COOPERATIVE

PURCHASING PARTICIPANTS

**DATE:** January 27, 2009

FROM: Kevin Moore

IT BUYING TEAM

DIVISION OF PURCHASE AND PROPERTY

SUBJECT: INMATE/RESIDENT TELEPHONE CONTROL SYSTEM

CONTRACT PERIOD:

4/01/2005 to 3/31/2010

The Inmate/Resident Telephone Control System contract #61618 issued to Global Tel Link Corporation ("GTL") has been amended in accordance with the terms conditions and prices contained in the following pages.

All other terms and conditions remain the same.

# AMENDMENT TO STATE CONTRACT NO. A61618 BETWEEN GLOBAL TEL\*LINK CORPORATION AND THE STATE OF NEW JERSEY

WHEREAS, the State of New Jersey ("State") entered into Contract No. A61618 (the "Contract"), pursuant to an advertised procurement, with Global Tel\*Link Corporation ("GTL") to provide inmate/resident telephone services in State correctional facilities;

WHEREAS, GTL has been conducting a 4 month pilot of a debit calling system at the State's Albert C. Wagner facility, which continues to date;

WHEREAS, during the period of the pilot, although the cost of the calls to the inmates was less, the amount of commissions payable to the State did not decrease;

WHEREAS, pursuant to Section 5.6B of the Request for Proposal, GTL has requested that the debit calling system be added as a service to the Contract and the New Jersey Department of Corrections ("NJDOC") concurs that it wishes to have the service added to the contract;

WHEREAS, the parties hereto desire to amend the Contract to add a debit calling system;

NOW, THEREFORE, the parties hereby agree as follows:

The State and GTL hereby agree to amend (the "Amendment") that certain inmate telephone services agreement, State Agreement No. A61618 (the "State Agreement"), by and between the State and GTL, including the provision of that State Agreement that permits it to be extended to "County" agencies under the same terms and conditions (where applicable).

- 1. GTL agrees to continue to provide all of the services to operate the State's Inmate/Resident Telephone Control in accordance with Request for Proposal (RFP) number 02-X-32533, as fully described in GTL's response dated March 15, 2002 and any addendums, including, but not limited to the performance standards set forth in Section 6.2 of the RFP.
- 2. GTL shall provide and the State agrees to deploy GTL's Debit Inmate Calling System throughout the NJDOC correctional facilities, in accordance with the specifications attached hereto as Exhibit A. GTL agrees that the Debit Inmate Calling System will perform and function as demonstrated at the NJDOC Albert C. Wagner trial site.
- 3. The calling rates charged for Collect inmate calls remain unchanged and Debit Calls will now be Fifteen percent (15%) less than current collect call rates, as follows:

#### Current Collect Rates:

Local:	Surcharge	\$1.75	Per Minute	\$0.05
Intralata:	Surcharge	\$1.75	Per Minute	\$0.20
InterLATA	Surcharge	\$1.75	Per Minute	\$0.40
Interstate:	Surcharge	\$1.75	Per Minute	\$0.89

## New Debit Rates (15% discount off collect rates):

Local:	Surcharge	\$1.49	Per Minute	\$0.04
Intralata:	Surcharge	\$1.49	Per Minute	\$0.17
InterLATA	Surcharge	\$1.49	Per Minute	\$0.34
Interstate:	Surcharge	\$1.49	Per Minute	\$0.76

- 4. The commission rate paid to the State on debit calls will remain the same as for collect calls: Forty percent (40%).
- 5. In accordance with Exhibit A, the State agrees that GTL will convert its current network to Voice over Internet Protocol (VoIP) technology. As set forth above, all network performance standards from the original RFP and contract remain unchanged. A mutually agreed upon implementation schedule will be provided after the full execution of this Amendment
- 6. The State agrees to allow GTL to reduce its current dedicated staff of System Administration Technicians ("SAT") from thirteen (13) to nine (9). The State reserves the right to require the restoration of SAT staffing if service levels are affected negatively.
- 7. This Amendment applies to all correctional facilities, inmate telephones and inmate calling under the State's control.
- 8. Any notice, demand, request, approval or other communication (a "Notice") which, under the terms of this Agreement or by law, must or may be given by either party, must be in writing, and must be given by personally delivering or mailing the same by registered or certified mail, return receipt requested, to the respective parties as follows:

#### To Company:

Global Tel\*Link Corporation 12021 Sunset Hills Road, Suite 100

Reston, VA 20190

Phone: (703) 955-3915 Fax: (703) 435-0980

Attn: Dorothy E. Cukier, Esq.

## To State of New Jersey:

Division of Purchase and Property

33 W. State Street,

PO Box 039

Trenton, NJ 08625

Phone: (609) 292-4700

Fax: (609) 292-5170

Attn: Kevin Moore, Manager

9. Except to the extent of the foregoing, the Contract remains unchanged, and is hereby ratified and confirmed.

### AGREED AND ACCEPTED:

The State of New Jersey

By: Uli C (all)

Name: Alice K. Small

Title: Acting Director, Division of Purchase

and Property

Date: November 17, 2008

Global Tel\*Link Corporation

By: (

Name: Teresa Ridgeway

Title: Executive Vice President,

Administration

Date: Dec 2, 2008