



RI Purchase Agreement Amendment Report

Page 1 of 1

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

GLOBAL TEL*LINK CORP
2609 CAMERON ST
MOBILE, AL 36607

Amendment Date: 03-DEC-10
Original Award Date: 21-SEP-07
Buyer: J Moynihan
Phone #: 401-574-8119
FOB: Destination
Terms: NET 30
Vendor # 30800

S H I P T O	DOC BUSINESS OFFICE 39 HOWARD AVENUE CRANSTON, RI 02920 United States	Change Order Number 1 Award Number 3048404 Effective Period 20-SEP-07 - 19-SEP-13	I N V O I C E	DOC BUSINESS OFFICE 39 HOWARD AVENUE CRANSTON, RI 02920 United States

INMATE PHONE SYSTEM - DOC

Description			Bid Number		Change Order Req#
INMATE PHONE SYSTEM - DOC			7003587		DOC-NLL-201
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3048404 DATED 9/21/07 CHANGE EFFECTIVE PERIOD: FROM: 9/20/07 - 9/19/10 TO: 9/20/07 - 9/19/13 AGENCY CONTACT PERSON: NANCY HIGHAM - (401) 462-5164			

STATE PURCHASING AGENT

Lorraine A. Hynes

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

PURCHASES



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration

DIVISION OF PURCHASES

FAX # 401-222-6387

RI-FANS

PURCHASE ORDER CHANGE FORM

7003587

10 NOV 10 AM 8:08

RECEIVED
DIV. OF PURCHASES

DATE: 11/9/2010

AGENCY DOCUMENT I.D. # DOC-NLL-201

PURCHASE ORDER NUMBER TO BE CHANGED: 3048404 (Global Tel*Link Corp)

(ONLY 1 PURCHASE ORDER PER FORM)

DELEGATED AUTHORITY ☐NON-DELEGATED AUTHORITY ☒

TYPE OF CHANGE TO BE MADE	FROM	TO
SUPPLIER NAME (include W-9 FORM)		
LINE ITEM DESCRIPTION CHANGE (MUST IDENTIFY LINE # _____)		done 12-3-10 mm
DELETE/CANCEL A LINE ITEM (MUST IDENTIFY LINE # _____)	N/A	N/A
REDUCE THE QUANTITY ON A LINE ITEM (MUST IDENTIFY LINE # _____)		
CHANGE ACCOUNT NUMBER (MUST IDENTIFY LINE # _____)		
BLANKET/CONTRACT CONTROL VALUE CHANGE		
BLANKET/CONTRACT DATE CHANGE	9/20/2010	9/19/2013
CANCEL ENTIRE PURCHASE ORDER (give justification/reason below) <input type="checkbox"/> YES	N/A	N/A

REASON/JUSTIFICATION: Extend the PO Award for the inmate phone system. We are utilizing the first of two additional three year terms, see Attachment A (orig svc agreement reference, # 2. Term section) and Attachment B (new 5-pg, 3-yr Contractual Agreement). Thank you.

CONTACT PERSON: Nancy Higham (LeFort)PHONE NUMBER: 462-5164AUTHORIZED AGENT: Dot Wiencis

PRINTED NAME

SIGNATURE

☐ THIS FORM DOES NOT APPLY FOR ADDING A LINE ITEM OR INCREASING A QUANTITY OF AN EXISTING LINE ITEM. A REQUISITION MUST BE CREATED IN IPROCUREMENT.

ATTACHMENT A

Global Tel*Link Corporation

RECEIVED
JUL 09 2010
BUSINESS OFFICE

GLOBAL TEL*LINK CORPORATION

2609 Cameron Street
Mobile, Alabama 36607
Tel. 251 479 4500
Tel. 800 489 4500
Fax 251 375 2049

Web <http://www.globaltelink.com>

INMATE TELEPHONE SERVICE AGREEMENT

This Inmate Telephone Service Agreement ("Agreement") is made by and between Global Tel*Link Corporation, having its principal place of business at 2609 Cameron Street, Mobile, Alabama 36607 ("Company") and Rhode Island Department of Corrections, having its principal place of business at 40 Howard Avenue, Cranston, RI 02920 ("Premise Provider").

1. **Reference.** This agreement relates to a State concessions award under RFP #7003587. Except where otherwise stipulated in this document, the parties agree to abide by the provisions of the RFP and the Company's response to that RFP.

2. **Term.** This Agreement shall be in effect for three (3) years, beginning on August 1, 2007. This Agreement may be renewed, at the discretion of the Premise Provider, for two (2) additional three (3) year terms.

3. **Equipment.** This Agreement applies to the installation, management, operation and maintenance of inmate telephones, enclosures, and related equipment furnished by the Company as listed on Exhibit A at the time of execution of the Agreement or during the term of this Agreement, whether existing, newly installed or renovated, located at various correctional facilities on the John O. Pastore Government Center in Cranston RI (Facility) and all other facilities under the control of Premise Provider.

The term "Equipment" is defined herein as the inmate telephone set(s) and related equipment, including but not limited to guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of the Company are installed upon the premises owned or controlled by Premise Provider or any of its agencies or affiliates, such property shall remain in all respects that of the Company. The Company reserves the right to remove or relocate equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of service. The Company shall not exercise such a right of removal or relocation unreasonably. The Company will notify the Premise Provider in writing of its intention to remove or relocate prior to such action. Upon removal of equipment by the Company, the Company shall restore said premise to its original condition, ordinary wear and tear excepted. However, the Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of equipment described herein. The Premise Provider may not make alterations or attachments to the Equipment provided under this agreement, unless otherwise mutually agreed upon by all parties.

4. **Services.** At no cost to the Premise Provider, the Company shall provide all management services necessary to implement this Agreement; and shall be responsible for

Control #: _____

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Inmate Telephone Service Agreement

ATTACHMENT B

STATE OF RHODE ISLAND ~ DEPARTMENT OF CORRECTIONS

Contractual Agreement Addendum

This Contractual Agreement Addendum ("Agreement"), made and entered by and between the State of Rhode Island, Department of Corrections (hereafter called "DOC"), and Global Tel*Link Corporation, having its principle place of business at 2609 Cameron Street, Mobile, Alabama 36607, hereinafter called "*the contractor*", is a supplemental document to official state purchase order 3048404, and relates to the contractor's response to State Solicitation RFP 1752 and the implementing contract under that solicitation dated August 8, 2007.

1. **TERM:** This agreement will begin on September 20, 2010 and end on September 18, 2013, unless dictated otherwise by the purchase order/price agreement whichever is later.
2. **SCOPE OF SERVICE:** The *contractor* will carry out its obligations in accordance with the specification(s) in RFP 1752, the *contractor's* response to RFP 1752, and the August 8, 2007 contract between the parties (collectively, the "Implementing Documentation"). Such terms and conditions will remain in effect which includes, but are not limited to:
 - The provision of inmate telephone services based upon rates as outlined in the contractor's response to RFP 1752 and PO 3048404.
3. **RECORDS / REPORTING REQUIREMENTS:**
 - a. The *contractor* agrees to keep and maintain a record of time spent in performing the services required and to present such records to the contract manager upon request.
 - b. The *DOC* or its authorized representative(s) shall have the right at all times to inspect the work performed or being performed under the terms of this agreement as well as the places where such work is performed, and to that end, such representative(s) shall be given access to all activities related to this agreement. The *contractor* recognizes that any reports, forms, or other reporting documents produced under the term of this agreement shall remain the property of the Department.
 - c. Specific reports required by this *contractor* includes: monthly totals of calls by facility and type, including the revenue received. Other reporting requirements may be identified by the Department at which time the contractor shall provide reasonable steps to satisfy such requirements.

These reports will be submitted to the contract administrator:
James Vierra, Warden
39 Howard Avenue

Cranston, RI 02920
Tel#: (401) 462-0670
Fax#: (401) 462-0077
E-Mail Address: James.Vierra@doc.ri.gov

4. APPLICABLE LAWS A STATE POLICIES:

- a. The *contractor* agrees that while engaged in carrying out and complying with the terms and conditions of this Agreement, he/she is *not* an employee within the classified, unclassified, or non-classified service of the State as defined in the Merit System Law, R.I.G.L. 36-3-1 and following, and R.I.G.L. 36-4-1 and following, but instead, the *contractor* is providing services on a limited contract basis. The *contractor* also agrees that he/she is entitled to *no* benefits of any kind, to include but not limited to, vacation, sick leave, overtime, seniority, union membership, personal days, jury leave, medical insurance (to include dental and ophthalmology benefits), life insurance, military leave benefits, retirement benefits, separation benefits, and any other benefit normally given to employees of the State of Rhode Island. For the purpose of this contract, the only contribution of any kind that shall be made by the State as the employer shall be those that are required by Federal or State statute. All other contributions are the sole and exclusive responsibility of the *contractor*. No promises of any kind have been made as to any renewal of this contract. This contract is for professional and administrative services, and as such, unless required by law, there shall be no overtime paid for any function associated with this contract.
- b. **Criminal Background Check:** The *contractor*, <its agents, employees, or partners,> who will work within the correctional institutions are subject to a criminal background check. A criminal record, including pending criminal charges, may be grounds for rejection. The *contractor* must complete required Department security training, which will include a police records check. The Department retains the right to refuse entrance to the *contractor* with felony convictions, pending charges, misdemeanor drug convictions or who are on probation. Access to correctional facilities requires adherence to rigid security rules as far as property search, contact with inmates etc. Final approval of the *contractor* rests with the Department of Corrections.

Neither the *contractor* nor its agents, employees, or partners shall be deemed to be an employee, agent, or servant of RIDOC. The *contractor* will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors, partners and volunteers during the performance of this Agreement.

- c. **Anti Discrimination:** No person shall, on the grounds of race, color, sex, religion, handicap, age, or national origin, gender, or sexual orientation, be excluded from participation in, denied the benefits of, or be subject to discrimination under the terms of this agreement. The *contractor* agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Section 504

of the Rehabilitation Act of 1973; Executive Order No. 85-11 on Equal Opportunity and Affirmative Action, Americans with Disabilities Act, 42 U.S.C. 12101, et. seq.; Age Discrimination in Employment Act, 29 U.S.C. 620 et. seq.; Portal to Portal Act, 29 USC 250 et. seq.; the Fair Employment Practices Act, R.I. G.L. §28-5-1; the Equal Pay Act, 29 U.S.C. §201, et. seq.; the Civil Rights of People with Disabilities Act R.I.G.L. §42-87-1, et. seq.; the Family Medical Leave Act, §28-48-1 et. seq.; Fair Labor Standards Act, 29 U.S.C. §201 et. seq.; Merit System Act, R.I.G.L. §36-4-1, et. seq.; and all applicable rules and regulations issued thereunder. The *contractor* further agrees to safeguard information in a manner that reasonably guarantees confidentiality.

- d. **Drug Free Workplace:** The *contractor* agrees to comply with the Department's policy on a Drug Free Workplace. Copies of the policy and its requirements are available at the DOC's Human Resources Office.
- e. **Security Provisions:** The *contractor* and any employee of the *contractor* are subject to the security provisions of DOC's Policy and Procedure #9.40-3, "Procedures for Contractors at Institutional Facilities" (or subsequent version of policy), which is attached and is considered part of this agreement.
- f. **Civil Rights Requirements:** The *contractor* shall submit a Certification of Compliance with applicable civil rights laws and regulations. These laws and regulations relate to issues concerning Equal Employment Opportunity, Limited English Proficiency and other anti-discrimination laws. Submission of an Equal Opportunity Plan may also be required.
- g. **Health Insurance Portability & Accountability Act (Privacy Act):** To the extent this Agreement contemplates the contractor handling or having contact with Protected Health Information (as defined under the Privacy Act) the *contractor* agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law. The *contractor* agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement. The *contractor* agrees to provide access, at the request of the covered entity, to Protected Health Information within five (5) days of request. The *contractor* agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures. The *contractor* agrees to comply with the "Privacy Rule," further defined as the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- h. **Report of Political Contributions:** Any vendor who obtains a State contract in writing or purchase order to provide goods and/or services, and whose charges to the State exceed \$5,000 or more; or upon payment to a *contractor* being made in excess of \$5,000 in any State fiscal year, is required to file a form

declaring the vendor's political contributions in excess of \$250 to candidates for State offices or the General Assembly. Upon payment to a vendor being made in excess of \$5,000 year-to-date, vendor will receive from the Department of Administration a form prepared by the Secretary of State upon which to make such declaration. The *contractor* must immediately file an "Affidavit of State Vendor". The vendor shall update said form as future political contributions subject to this reporting requirement are made, consistent with the schedule for such reporting imposed by the Board of Elections. Failure to fill out or update said form accurately, completely and in conformance with its terms, or to file it with the Secretary of State within 60 days of receipt, will amount to a violation of these terms and conditions and may render the vendor ineligible for further State contracts.

- i. The *contractor* agrees to all applicable provisions of Title 37, Chapter 2 of the General Laws governing purchasing by the State of Rhode Island, the regulations adopted pursuant thereto, all other applicable provisions of said General Laws, and the **General Conditions of Purchase** which is available at www.purchasing.ri.gov. This agreement is subject to applicable provision of Rhode Island General Laws §37-2 (State Purchases) and §42-11.1 (Prompt Payment by Department of Administration), which can be reviewed at: <http://www.rilin.state.ri.us/Statutes/Statutes.html>.
5. **WORK PRODUCT:** All call recordings, and call detail records and similar type reports produced by the *contractor* for the State under this contract, are or shall become and remain the property of the State of Rhode Island.
6. **TERMINATION:** The State can terminate or reduce the contract if applicable federal funds or appropriate general revenues supporting this activity has been reduced or eliminated. The contract may be terminated for any other reason upon 10 (ten) days written notice by either party. Upon termination, the *contractor* shall be paid for work satisfactorily completed prior to the date of termination.
7. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior agreements, understandings and arrangements between the parties relative to the subject matter hereof except for the Implementing Documents, which are incorporated herein by reference. No amendment, change, modification, or alteration of the terms and conditions hereof shall be binding unless in writing signed by both parties.
8. **GOVERNING LAW:** This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by the substantive law of the State of Rhode Island including all matters of construction, validity and performance, but without giving the effect of choice-of-law or conflict-of-law principles.
9. **VALIDITY:** This Agreement is valid only with applicable State purchase order or price agreement. Where conflict exists between this Agreement and the purchase

order, the purchase order takes precedence.

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives, within the parameters identified above.

FOR THE CONTRACTOR:

Global Tel*Link Corporation
12021 Sunset Hills Road, Suite 100
Reston, Virginia 20190

BY: 

Signature of officer or delegated official

10/19/10
Date

Jeffrey B. Haidinger
Name, printed or typed

President, Services
Title

FOR THE STATE OF RHODE ISLAND, DEPARTMENT OF CORRECTIONS

BY: 

{Name}, Contract Administrator

11-3-10
Date

BY: 

Ashbel T. Wall, II
Director, RI Department of Corrections

11/3/10
Date

REVIEWED BY:

Legal Counsel

10/29/10

Assistant Director

Financial Resources

11/3/10

S:\FinRes\Shared\Contracts & RFPs\Contracts\GTL Telephone contract addendum - 09-2010.doc
10/12/2010 3:40 PM



Notice of Contract Purchase Agreement

Page 1 of 1

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

V E N D O R	30800 GLOBAL TEL*LINK CORP 2609 CAMERON ST MOBILE, AL 36607
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INMATE PHONE SYSTEM - DOC	
Award Number 3048404	Effective Period: 20-SEP-07 - 19-SEP-10

S H I P T O	DOC BUSINESS OFFICE 39 HOWARD AVENUE CRANSTON, RI 02920 United States
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Date:	21-SEP-07
Buyer:	J Moynihan
Shipping:	Paid
Terms:	NET 30

I N V O I C E	DOC BUSINESS OFFICE 39 HOWARD AVENUE CRANSTON, RI 02920 United States
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Department	Type of Requisition	Bid Number	Requisition Number
DOC		7003587 7003587	1034224

9/20/07 - 9/19/10

WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL YEARS.

INSTALLATION AND MANAGEMENT OF RIDOC INMATE PHONE SYSTEM

PER THE ATTACHED "INMATE TELEPHONE SERVICE AGREEMENT."

SUPPLIER TELEPHONE # (251) 479-4500 or (800) 489-4500
SUPPLIER FAX # (251) 375-2049

James M. R.
9/21/07

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

PURCHASES

Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

PARTIAL PAYMENTS

PARTIAL OR PROGRESS PAYMENTS MAY BE MADE. PAYMENT WILL BE AUTHORIZED UPON RECEIPT AND ACCEPTANCE BY THE AGENCY OF THE PORTION OF THE CONTRACT OR PURCHASE ORDER COMPLETED BY THE VENDOR. PAYMENT UPON THE RENDERING OF A PROPERLY SUBMITTED INVOICE.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight,

taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

CAMPAIGN FINANCE COMPLIANCE

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

GLOBAL TEL*LINK CORPORATION

2609 Cameron Street
Mobile, Alabama 36607

Tel. 251 479 4500

Tel. 800 489 4500

Fax 251 375 2049

Web <http://www.globaltellink.com>

INMATE TELEPHONE SERVICE AGREEMENT

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3. **Equipment.** This Agreement applies to the installation, management, operation and maintenance of inmate telephones, enclosures, and related equipment furnished by the Company as listed on Exhibit A at the time of execution of the Agreement or during the term of this Agreement, whether existing, newly installed or renovated, located at various correctional facilities on the John O. Pastore Government Center in Cranston RI (Facility) and all other facilities under the control of Premise Provider.

The term "Equipment" is defined herein as the inmate telephone set(s) and related equipment, including but not limited to guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of the Company are installed upon the premises owned or controlled by Premise Provider or any of its agencies or affiliates, such property shall remain in all respects that of the Company. The Company reserves the right to remove or relocate equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of service. The Company shall not exercise such a right of removal or relocation unreasonably. The Company will notify the Premise Provider in writing of its intention to remove or relocate prior to such action. Upon removal of equipment by the Company, the Company shall restore said premise to its original condition, ordinary wear and tear excepted. However, the Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of equipment described herein. The Premise Provider may not make alterations or attachments to the Equipment provided under this agreement, unless otherwise mutually agreed upon by all parties.

4. **Services.** At no cost to the Premise Provider, the Company shall provide all management services necessary to implement this Agreement; and shall be responsible for

furnishing, installing, repairing and servicing the Equipment; the establishment (if and to the extent required by the Company) and compliance with all tariffs and all rules, regulations, orders and policies of federal and state regulatory authorities applicable to the payphone and automated operator services provided by the Company; the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers; the processing of all telephone call records; the performance (alone or through others) of all validation, billing, outclearing and collection services; and the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of the Company's obligations under this Agreement. The Company reserves the right to control unbillables, bad debt and fraud.

5. Rates. The telephone rate structure and surcharge rates, as indicated below, shall not exceed the maximum rates as authorized by the state's telecommunication regulatory authority and the Federal Communications Commission (FCC). Rates do not include taxes and tax related surcharges; credits; billing and billing recovery fees and any amount the Company collects for, or pays to 3rd parties, including, but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities such as the Federal Universal Service fee. Any rate changes mandated by the state/local regulatory authority and/or the FCC which adversely affect this Agreement shall entitle the Company to, at its option, renegotiate or cancel this Agreement in accordance with Paragraph 18 below.

GLOBAL TEL*LINK INMATE CALLING RATES

RI DOC - Rate Scenarios

Proposed Collect Option 1

Single LATA State

Local	IntraLata	InterLata	InterState	International
\$0.35 Plus \$0.03 per minute	\$0.35 Plus \$0.03 per minute	\$0.35 Plus \$0.03 per minute	\$1.30 Plus \$0.30 Per minute	\$1 MOU

Proposed Collect Option 2

Single LATA State

Local	IntraLata	InterLata	InterState	International
\$0.70 Flat	\$0.70 Flat	\$0.70 Flat	\$1.30 Plus \$0.30 Per minute	\$1 MOU

Inmate Debit Calling 10% Discount Rate

Domestic Pre-Paid Card \$5.00 Card @ \$0.50 Per Minute

Until further written notification by the Premise Provider, Company will bill in accordance with Option 2 above.

6. Records & Confidentiality. The Company shall maintain records sufficient to permit proper determination of funds due the Premise Provider. Such records shall be made available to the Premise Provider for review upon request. During and after the term of this Agreement, including any renewal period(s), the Company shall recognize and protect the

confidentially of all information regarding the inmate telephone station location provided by Premise Provider, including revenue and remuneration paid to the Premise Provider, and shall not disclose such information to any party other than the Premise Provider and the Company, except through the express, written consent of the Premise Provider.

The revenue payment and reporting cycle will be a maximum of 45 days following the end of the previous month. Both summary and detail reports will be provided. The original reports and payment will be mailed directly to the Premise Provider. The following information will be provided for each location by telephone number:

- Total Calls
- Total minutes of use
- Type of call
- Total usage and revenue

7. Further Assurances. During the term of this Agreement, including any renewal period(s), Premise Provider agrees to:

- (a) Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.
- (b) Provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.
- (c) Permit reasonable access to its respective facilities without charge or prejudice to Company employees or representatives, patrons, or consignees.
- (d) Premise Provider represents and warrants that he/she has legal authority to enter into this Agreement and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility; and agrees that during the term of this Agreement, including any renewal period(s), the Company shall have the exclusive right to provide inmate and/or payphone service at the Facility provided, however, that the Company may choose not to exercise this exclusive right.
- (e) During the term of this agreement, Premise Provider agrees it will not allow other pay telephones or inmate telephones to either remain or be installed at the facility's property. This is to include any additional inmate telephones required to facilitate Premise Provider's expansion at its present or future location(s) during the term of this Agreement and any extensions of this Agreement.

8. Title. Title to Equipment hereunder shall be and at all times remain in the Company.

9. Relocation. Equipment shall not be disconnected or moved by Premise Provider from the location in which it is installed. By agreement of all parties, installed Equipment may be relocated by the Company.

10. Notices. 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

2609 Cameron Street

Mobile, AL 36607

Phone: (251) 479-4500

Fax: (251) 375-2049

ATTN: Dorothy Cukier

To Premise Provider:

Rhode Island Department of Corrections

40 Howard Avenue

Cranston, RI 02920

Phone: 401-462-0871

Fax: 401-462-1481

ATTN: Richard Frechette

11. Governing Law. The construction, interpretation and performance of this agreement and all transactions under it shall be governed by the domestic laws of the State of Rhode Island.

12. Indemnification & Consequential Damages. Each party shall indemnify the other from any loss, cost, damage, expense, or liability arising out of the performance of this Agreement and caused, in whole or in part, by the acts or omissions, negligence or fault, of the indemnifying party, except to the extent such loss, cost, damage, expense, or liability arises from the acts of omissions, negligence or fault of the other party; provided, however, that the Company shall not be liable for interruption of telephone service from any cause.

Neither party hereunder shall be liable to the other for any consequential or indirect loss, including but not limited to loss of profits, telephone or business interruption, howsoever caused and even if due to the negligence, breach of contract or other fault of the respective parties. Contractor's liability under this Contract shall in no event exceed the total Contract value or \$500,000, whichever is lesser.

13. Risk of Loss. The Company and its insurers, if any, shall relieve Premise Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, Premise Provider shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of Premise Provider or its employees. Company will provide Premise Provider with a certificate of insurance naming the State of Rhode Island as Certificate Holder and Additional Insured.

14. Default. In the event any party shall be in breach or default of any terms, conditions, or covenants of this agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to any party by the other, then in addition to all other rights and remedies of law or equity or otherwise, the offended party shall have the right to cancel this agreement without charge of liability.

15. Assignment. This agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns; provided, however, that neither party shall assign this Agreement or any interest herein without the other's prior written consent, except that the Company shall have the right to assign this Agreement or any interest herein at any time to any parent, successor, subsidiary, or affiliate of the Company without the consent of the Premise Provider.

16. Independent Contractor. The Company acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the parties is

intended to or shall create a partnership or joint venture or agency relationship of any kind between the parties. This agreement shall not be constructed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Company's employees including contribution from such persons, when required by law.

17. Solicitation. The Premise Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premise Provider to solicit or secure this agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premise Provider agrees, in the event of an allegation of substance (the determination of which will be solely made by the Company) that there has been a violation hereof, Premise Provider will cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this agreement.

18. Force Majeure. Neither party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this contract due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either party to reasonably carry out its obligations under this Agreement. It is agreed and understood that this Agreement will be subject to termination by either party upon sixty (60) days notice to the other should there be imposed upon Premise Provider or Company any rule or regulation by any state, federal or local regulatory agency which would substantially adversely affect the operation of the equipment or service§ provided hereunder.

19. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by the substantive law of the State of Rhode Island including all matters of construction, validity and performance, but without giving the effect of choice-of-law principles.

20. Dispute Resolution. Premise Provider and Company agree that any disputes or claims arising under this Agreement shall be resolved through alternative dispute resolution means in the following manner:

- (a) Initially, the parties shall engage in non-binding mediation. Mediation shall be held in Providence, RI, USA or such other site as is mutually agreed to by the parties. The mediator shall be jointly appointed by the parties and shall have expertise in commercial dispute resolution.
- (b) In the event the dispute or claim is not satisfactorily resolved through mediation within 90 (ninety) days of notice of such claim or dispute by a party, the parties agree to submit such dispute or claim to binding arbitration. Arbitration shall be held in Providence, RI, USA or such other site as is mutually agreed to by the parties. If Premise Provider is a foreign (non-US) corporation and delivery of the goods under this agreement is to a foreign (non-US) destination, then the commercial arbitration rules of the International Chamber of Commerce shall apply. In all other instances the commercial arbitration rules of the American Arbitration Association shall apply. Any judgment, decision or award by the arbitrators shall be final and binding on the parties and may be enforced in any court having jurisdiction over a party against whom any such judgment, decision or award is to be enforced. The parties

specifically and knowingly waive any rights under State or Federal constitutions or statutes which grant a party the right to trial by jury for any claims that might arise under this agreement or which purports to give a party the right to appeal an arbitrator's judgment, decision or award.

(c) The parties shall bear their own costs and expenses (including attorney's fees) for any mediation or arbitration, unless otherwise directed by the mediator or arbitrator.

21. Entire Agreement. This Agreement constitutes the entire agreement between the Premise Provider and the Company and supersedes all other agreements between the parties pertaining to the subject matter hereof.

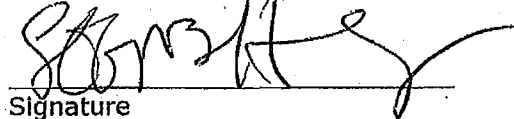
22. Amendment. No course of dealing between the parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the parties.

23. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto, this 8th day of August, 2007.

Company

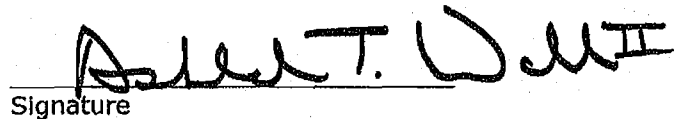
Global Tel*Link Corporation


Signature

Name: Jeffrey B. Haidinger
Title: President-Services

Premise Provider

Rhode Island Department of Corrections


Signature

Name: Ashbel T. Wall II
Title: Director of Corrections

Exhibit A

Adult Correctional Institutions, Rhode Island Department of Corrections
Facility Name

40 Howard Avenue
Facility Address

Cranston, RI 02920
City, State, Zip Code

Actual on-site equipment:

The installation of software and/or hardware on Company provided Equipment is not approved. System conditions can change and become unstable with the addition of software other than that installed by the Company. The Company does not warranty, troubleshoot, or maintain any system that contains software installed by a third party. The Company assumes no liability for any data stored on the Equipment which is not directly related to the Services provided under this Agreement.

Company also does not furnish, maintain or provide consumables for peripheral equipment associated with the Inmate Telephone System. Consumables consist of items such as printer paper, cassette tapes, compact disks, etc.

List of On Site Equipment

LazerPhone Platform with Full Contract Term Storage

5 years online storage

Full-time Service Administrator On Site

\$15,000 cap for JMS Interface

3 Workstations

13 VPN Licenses

10 Laptops

9 TDDs

Global Tel*Link
2609 Cameron Street
Mobile, Alabama 36607
Tel. 251 479 4500
Tel. 800 489 4500
Fax 251 375 2049
Web <http://www.globaltellink.com>

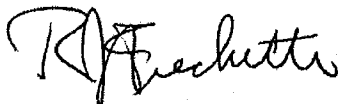
RECORDING DISCLAIMER

Company and Premise Provider agree and stipulate that Company has no responsibility to advise Premise Provider with respect to any applicable law, regulation, or guideline that may govern or control telephone call recordation or monitoring by Premise Provider, or compliance therewith. Premise Provider has its own legal counsel to advise it concerning any and all such applicable law, regulation, or guideline, and compliance therewith. Company disclaims any responsibility to provide, and in fact has not provided, Premise Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premise Provider agrees to indemnify, defend, and hold Company harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company by any person arising out of failure of Premise Provider to comply with such applicable law, regulation or guideline.

Premise Provider and Company also agree and acknowledge that all call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by Company to Premise Provider are the exclusive property of the Premise Provider for the term of this Agreement and any resulting extensions of this Agreement.

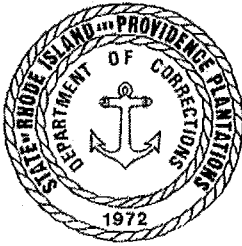
ATTEST:

By:



Richard J. Frechette

Its:



Rhode Island Department of Corrections

Office of the Director

40 Howard Avenue

Cranston, RI 02920

Voice (401) 462-2611

Fax (401) 462-2630

To whom it may concern:

We have entered into an agreement with **Global Tel*Link, Corp.**, private pay phone vendor, to act as our communications representative with Verizon, Inc., local telephone exchange carrier, for inmate telephone services located at the various correctional institutions located at the John O. Pastore Government Center.

Under the terms of this agreement and by this letter, we do hereby authorize **Global Tel*Link, Corp.** to do the following:

- request disconnection of existing coin telephones
- install pay phones on their own behalf

This authorization does not preclude our ability to act in our own behalf when we deem necessary.

Richard J. Frechette
Interdepartmental Policy Coordinator for Prisoner Reentry
RI Department of Corrections
401-462-0871
Richard.Frechette@doc.ri.gov