

AGREEMENT EXTENSION

This Agency Agreement between the West Virginia Division of Corrections and Global Tel*Link Corporation ("GTL") serves to extend the inmate-calling system services originally contained in West Virginia Division of Purchasing Order number RJC288. The original Purchase Order was effective February 1, 2002 through January 31, 2003. The original Agreement between the Division of Corrections began 16 June 2003 thru 15 June 2004. This extension continues the service in place as of the effective date of this extension.

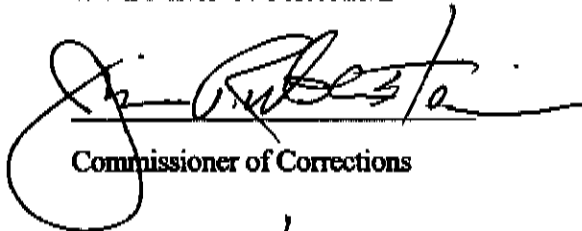
The Division of Corrections facilities covered under this Agreement include: The Denmar Correctional Center in Hillsboro, WV; the Anthony Center in White Sulphur Springs, WV; the Pruntytown Correctional Center in Grafton, WV; The Huttonsville Correctional Center and Work Release Center in Huttonsville, WV; the Mount Olive Correctional Center in Mt. Olive, WV; the Lakin Correctional Facility in West Columbia, WV, Northern Correctional Facility in Moundsville, WV, Ohio Correctional Center in Wheeling, WV, St. Marys Correctional Center in St. Marys, WV, Martinsburg Correctional Facility, Beckley Work Release Center in Beckley WV, Charleston Work Release Center in Charleston, the Huntingdon Work Release Center in Huntingdon, VA, Parkersburg Work Release Center in Parkersburg WV and the new Salem Correctional Center to open in Industrial, WV.

EXTENSION: This extension of the agreement between the parties dated July 16, 2012 will be effective beginning July 1, 2013 and will extend that agreement until June 30th, 2014.

Except as set forth above, there is no other revision or amendment to the Agency Agreement or the obligations of West Virginia Department of Corrections or GTL, and the Agreement remains in full force and effect.

ACCEPTED BY:

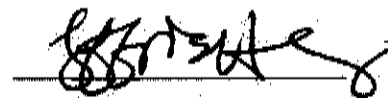
WV Division of Corrections



Commissioner of Corrections

6/6/13
Date

Global Tel*Link Corporation



Jeffrey B. Haidinger

President and COO

5/31/13
Date

BK9
6/6/13

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

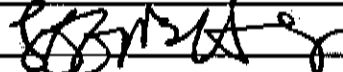
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §81-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Global Tel*Link Corporation

Authorized Signature:  Date: 5/31/13

~~State of~~ Commonwealth of Virginia

County of Fairfax, to-wit:

Taken, subscribed, and sworn to before me this 31 day of May, 2013.

My Commission expires 7/31, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC 

Purchasing Affidavit (Revised 07/01/2012)



AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: Corrections
Signed: Bergh Slack
Title: Procurement
Date: 6/6/13

VENDOR

Company Name: Global Tel*Link Corporation
Signed: [Signature]
Title: President and COO
Date: 5/31/13

DBS PS

ORDER FROM VENDOR SETUP

VOS

NEXT FUNCTION: _____ ACTION: _____

06/04/2013 15:33:43

```
=====
PAY ENTITY      : PUR
VENDOR NUMBER   : *005113041
GROUP NUMBER    : _____
SHORT NAME      : GLOBALTELLINKCO
VENDOR TYPE     : M
ORDER FROM NAME: GLOBAL TEL LINK CORP
  ADDR LINE 1: 6612 E 75TH ST 4TH FLOOR
  ADDR LINE 2:
    CITY/STATE: INDIANAPOLIS IN
  FEIN OR SSN: 631071001
    CONTACT: RAE PEARSON
  FAX NUMBER: 251-375-8041
EDI/FAX CODE :
FAX           :
PHONE         : 800-489-4500
STATE CODE    :
POSTAL CODE   : 46250
OPT ADDR USE  :
OPT STATE CD  :
OPT POSTAL CD:
```

PAYMENT TERMS : STATUS: ORDER HOLD:

--- CONSOLIDATED REPORTING INFORMATION ---

```
PAY ENTITY      :
VENDOR NUMBER   :
GROUP NUMBER    :
```

ID: KR#5254 STATE OF WEST VIRGINIA 06/04/13
WVFA278A FINANCIAL INFORMATION MANAGEMENT SYSTEM 15:50:53
VENDORS - VENDOR INQUIRY DETAIL PAGE: 01
VENDOR ID: 0000581930
NAME: GLOBAL TEL LINK CORP

NEW VEND ID: LAST UPDATED: 12/18/2011 BEP-WCC DEFAULT: N
FEIN OR SSN: F (F OR S) VENDOR STATUS: Y
FEIN SSN : 631071001 BRANCH CODE: 00 BUSINESS DESIGNATION: CO
DOING BUSINESS AS:
CONTACT NAME(FIRST,MI, LAST):
PHONE NUMBER: 800 489 - 4500 EXTENSION:
STREET ADDRESS: 2609 CAMERON ST

CITY: MOBILE
ADDR TYPE: R (R OR O) STATE: AL ZIP-CODE: 36607 COUNTRY: USA
OUTSTANDING A P: .00 PAYMENTS YTD: .00
PREVIOUS FY PAYMENTS: .00 LAST AMOUNT: .00
LAST WARRANT NUMBER: LAST PAY DATE:
MAILING DATE: MAIL RESPONSE DATE: 12/18/11
OVERRIDE ADDRESS: Y SUBRECIPIENT: N

NEXT: _____
PF1 =HELP PF3 =END PF4 =MENU

UC/WC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

FEIN: 631071001

Business name:

Doing business as/Trading as:

Please use your browsers back button to try again.

<u>WorkforceWV</u>	<u>Unemployment Compensation</u>	<u>Offices of the Insurance Commissioner</u>
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[Site Search](#)



You searched for:

FEIN: **631071001**

Business Name:

Doing Business As/Trading As:

Results Found: 0

[Printable View](#)

No Results Found. Please try your search again.

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GENOS BAR & GRILLE INC	LICKEY, SYLVESTER	INWOOD	WV
GENOS BAR & GRILLE INC		INWOOD	WV
GEORGE BRIAN K	GEORGE, BRIAN	ELKINS	WV
GEORGE CHARLES L JR	GEORGE JR, CHARLES	COALTON	WV
GEORGE WESTON DIST LLC	CRANE, ROZELLA	MILTON	WV
GEORGES AMCO INC	TERRELL, GREGORY	KEYSER	WV
GEORGES AMCO INC	NAYLOR, DENISE	KEYSER	WV
GEORGES AMCO INC		KEYSER	WV
GEORGES AMOCO INC	TERRELL, GREGORY	KEYSER	WV
GEORGES AMOCO INC	NAYLOR, DENISE	KEYSER	WV
GEORGES AMOCO INC	TERRELL, GREGORY	KEYSER	WV
GEORGES AMOCO INC	NAYLOR, DENISE	KEYSER	WV
GEORGES AMOCO INC		KEYSER	WV
GERALD L GREGORY & ALICIA D GREGORY		WESTON	WV
GERALD L GREGORY & ALICIA D GREGORY	GREGORY, GERALD	WESTON	WV
GERALD L GREGORY & ALICIA D GREGORY	GREGORY, ALICIA	WESTON	WV
GIAGORA INC		CHARLES TOWN	WV
GIANIS PIZZA & PUB DBA		KEYSER	WV
GIBBONS RUN ENTERPRISES LLC	FOSTER, ROBERT	SLANESVILLE	WV
GIBBONS RUN ENTERPRISES LLC	FOSTER, PAMELA	SLANESVILLE	WV
GIBSON BERNICE	GIBSON, BERNICE	DELBARTON	WV
GIBSON JAMES	GIBSON, JAMES	MAIDSVILLE	WV
GIBSON LARRY	GIBSON, LARRY	SHINNSTON	WV
GIBSON'S FAMILY RESTAURANT LLC	GIBSON, BILLY	HURRICANE	WV
GIBSON'S FAMILY RESTAURANT LLC	GIBSON, MATTHEW	HURRICANE	WV
GIBSONS FAMILY RESTAURANT LLC	GIBSON, MATT	FRAZIER'S BOTTOM	WV
GIBSONS FAMILY RESTAURANT LLC	GIBSON, MATT	HURRICANE	WV
GIBSONS FAMILY RESTAURANT LLC	GIBSON, BILLY	HURRICANE	WV
GIBSONS FAMILY RESTAURANT LLC	GIBSON, BILLY	FRAZIER'S BOTTOM	WV
GIBSONS FAMILY RESTAURANT LLC		FRAZIER'S BOTTOM	WV
GIFT OASIS	MCDANIEL, ROGER	VIENNA	WV
GILBERTSON WALTER G HOGAN MARY R	HOGAN, MARY	WESTON	WV
GILBERTSON WALTER G HOGAN MARY R	GILBERTSON, WALTER	WESTON	WV
GILLIAN LLC	MCGINN, GILLIAN	SLATYFORK	WV
GIOVANNIS		LENORE	WV
GIOVANNIS	PREECE, ROBIN	LENORE	WV
GIOVANNIS	KIRK, LISA	LENORE	WV
GIVENS GARY W	GIVENS, GARY	CHARLESTON	WV
GLADY FORK MINING INC	WEBB, ERNEST	BUCKHANNON	WV
GLADY FORK MINING INC	GREY, KELLY	BUCKHANNON	WV
GLASS ERECTORS INC	STEWART, ROB	REYNOLDSVILLE	PA
GLASS ERECTORS INC	BURKETT, JOHN	REYNOLDSVILLE	PA
GLEEN E LOWE DBA LOWES CONSTRUCTION		SPENCER	WV
GLENN E LOWE	LOWE, GLENN	SPENCER	WV
GLOBAL INDUSTRIAL PROJECTS LLC	BANNAI, BORIS	NEW HAVEN	WV
GLOBAL STAFFING SOLUTIONS LLC	BURDETTE, LAURA	RIO RANCHO	NM
GLOBAL STAFFING SOLUTIONS LLC	JARAMILLO, DANA	RIO RANCHO	NM
GLOVERS CONSTRUCTION CO INC	GLOVER, WILLIE	CROSS LANES	WV
GLOVERS CONSTRUCTION CO INC	GLOVER, JULIA	CROSS LANES	WV
GMV CARPENTRY LLC	ZANOLLI, GILMAR	SILVER SPRINGS	MD
GMV CARPENTRY LLC	ZANOLLI, GILMAR	SILVER SPRING	MD
GNM INC	DHMAN, HARI	WEST LOGAN	WV
GNM INC	MEHTA, MAHENDRA	WEST LOGAN	WV
GO WIRELESS INC	TROUT, RANDY	BLUEFIELD	WV
GO WIRELESS INC	TROUT, KRISTI	BLUEFIELD	WV
GO WIRELESS INC	TROUT, RANDY	BLUEFIELD	WV
GOLD KEY REALTY DBA		CHARLESTON	WV
GOLDEN CIRCLE AT DROPPLEMAN PLACE INC	DROPPLEMAN, CHRIS	CLARKSBURG	WV
GOLDEN CIRCLE AT DROPPLEMAN PLACE INC	DROPPLEMAN, JENNIFER	CLARKSBURG	WV
GOOD TYES RESTAURANT & LOUNGE INC	BEGO, JOSEPH	DUNBAR	WV

Search Results

Current Search Terms: global* tel* link* corp*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.970.20130522-1640

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





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Pursuant to **West Virginia Code §5A-3-33c**, below is a list of vendors who are currently debarred from doing business with the State of West Virginia.

Wallpapers In Stock, Inc.
1600 Kanawha Boulevard West
Charleston, WV 25362

Debarment Date: January 6, 2012

Clark A. Diehl
P.O. Box 20003
Charleston, WV 25362

Debarment Date: January 6, 2012

Gerry E. Barton
Route 1, Box 185
Valls Creek, WV 24815

Debarment Date: February 23, 2011

Questions regarding debarred vendors should be directed to:

West Virginia Purchasing Division
2019 Washington Street, East
Post Office Box 50130
Charleston, West Virginia
25305-0130
USA

Telephone (304) 558-2306

To check the federal debarment and suspension lists, use the [Excluded Parties List System](#).

For more news, check out the latest issue of [The Buyers Network](#).

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West Virginia Secretary of State — Online Data Services

Business & Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

GLOBAL TEL*LINK CORPORATION

Organization Information							
Org Type	Effective Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	7/31/1992	7/31/1992	Foreign	Profit			

Organization Information			
Business Purpose		Capital Stock	0.0000
Charter County		Control Number	0
Charter State	AL	Excess Acres	0
At Will Term		Member Managed	
At Will Term Years		Par Value	0.0000
Authorized Shares	0		

Addresses	
Type	Address
Mailing Address	12021 SUNSET HILLS ROAD SUITE 100 RESTON, VA, 20190 USA
Notice of Process Address	INCorp SERVICES, INC 1113 POCA RIVER ROAD, NORTH POCA, WV, 25159
Principal Office Address	12021 SUNSET HILLS ROAD SUITE 100 RESTON, VA, 20190 USA
Type	Address

Officers	
Type	Name/Address
Director	BRIAN OLIVER 12021 SUNSET HILLS ROAD SUITE 100 RESTON, VA, 20190
Director	PAUL ROSSETTI 12021 SUNSET HILLS ROAD SUITE 100 RESTON, VA, 20190
President	BRIAN OLIVER 12021 SUNSET HILLS ROAD SUITE 100 RESTON, VA, 20190
Secretary	TERESA RIDGEWAY 2609 CAMERON STREET MOBILE, AL, 36607
Treasurer	STEVE YOW 2609 CAMERON STREET MOBILE, AL, 36607
Vice-President	JEFFERY B HAIDINGER 12021 SUNSET HILLS ROAD SUITE 100 RESTON, VA, 20190
Type	Name/Address

DBA

DBA Name	Description	Effective Date	Termination Date
GLOBAL TELCOIN	TRADENAME	6/2/1993	
DBA Name	Description	Effective Date	Termination Date

Date	Amendment
6/2/1993	MERGER; MERGING GLOBAL TELCOIN, INC A QUAL AL CORP WITH AND INTO GLOBAL TEL*LINK CORPORATION A QUAL DE CORP THE SURVIVOR.
Date	Amendment

Annual Reports

Date	Filed For
6/11/2012	2013
7/5/2011	2012
6/30/2010	2011
7/1/2009	2010
7/29/2008	2009
9/26/2005	2006
5/27/2004	2004
2/28/2003	2003
12/7/2001	2002
	1999
	1998
Date	Filed For

Images

View	Name	Date Added	Date Effective	Type

View	GLOBAL TEL*LINK CORPORATION	9/19/2011	7/31/1992	C - Officer Changes
View	GLOBAL TEL*LINK CORPORATION	6/18/2003	7/31/1992	S - Company Formation
View	Name	Date Added	Date Effective	Type

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<http://apps.sos.wv.gov>

Wednesday, June 05, 2013 — 10:27 AM

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Global Tel*Link Corporation

Executive Offices
12021 Sunset Hills Road
Suite 100
Reston, VA 20190
ph: 703.955.3910
fax: 703.435.0980

Corporate Headquarters
107 St Francis St
32nd Floor
Mobile, AL 36602
ph: 251.338.8859
fax: 251.434.8695

May 31, 2013

Mr. Ad Oji
Manager, Contracts
WV Division of Corrections
1409 Greenbrier Street
Building 84
Charleston, WV 25311

RE: Extension of Agreement for Inmate-Calling Services between the West Virginia
Division of Corrections and Global Tel*Link Corporation

Dear Mr. Oji:

As you know, we are fast approaching the expiration of the current term of the agreement for inmate-calling services ("Agreement") between the Division of Corrections (Corrections) and Global Tel*Link Corporation ("GTL"). GTL has thoroughly enjoyed working with you and Corrections and has strived to deliver services at the highest possible level. We are also hopeful that Corrections would be amenable to extending the current term for another year and are providing for your review the attached extension document, which also adds Corrections' newest facility to those contemplated by the Agreement. In an effort to be complete, I have also attached signed documentation typically required in connection with an extension.

GTL looks forward to opportunity of continuing to work with you and to provide Corrections with the services contemplated by the Agreement. Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "James Beamer". The signature is fluid and cursive, with a large initial "J" and "B".

James Beamer
Account Executive

Attachments