

WDP  
5-Aug-2013

EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Received



Instructions for completing the EDS and the Contract process

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

AUG 09 2013  
IDOA Contracts

6819

10/4

SB

1. EDS Number: D12-1-090	2. Date prepared: 7/15/2013
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3. CONTRACTS & LEASES

<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# <u>1</u>
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input type="checkbox"/> Other _____

FISCAL INFORMATION

4. Account Number: 46040-19000.	5. Account Name: DOIT PAYPHONE PROCEEDS
6. Total amount this action: \$0.00	7. New contract total: 0.00
8. Revenue generated this action: \$22,523,799.36	9. Revenue generated total contract: \$22,523,799.36
10. New total amount for each fiscal year:	
Year 2012	\$0.00
Year 2013	\$0.00
Year 2014	\$0.00
Year 2015	\$0.00

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 7/1/2011	12. To (month, day, year): 6/30/2015
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input checked="" type="checkbox"/> RFP# <u>10-55</u>	<input type="checkbox"/> Other (specify) _____
<input type="checkbox"/> Negotiated	<input type="checkbox"/> Special Procurement

AGENCY INFORMATION	
14. Name of agency: Office of Technology	15. Requisition Number:
16. Address: Indiana Office of Technology Attn: Sandy Jones, Procurement 100 N SENATE AVE RM 551 INDIANAPOLIS, IN 46204	

AGENCY CONTACT INFORMATION	
17. Name: Aaron Garner	18. Telephone #: 317/232-1757
19. E-mail address: agarners@idoc.in.gov	

COURIER INFORMATION	
20. Name: Nicholas Law	21. Telephone #: 317-232-5672
22. E-mail address: Nlaw@doc.in.gov	

VENDOR INFORMATION	
23. Vendor ID # 0000050522	25. Telephone #: 916-624-2979
24. Name: PUBLIC COMMUNICATION SERVICES	
26. Address: 11859 WILSHIRE BLVD 6TH FLOOR LOS ANGELES, CA 90025	
27. E-mail address: Andrew.Merrill@gcl.net	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE/TN-Veteran	30. Primary Vendor Percentages
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	53.7 %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
31. Sub Vendor: M/WBE/TN-Veteran	32. If yes, list the %:
Minority: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Minority: <u>23.4</u> %
Women: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Women: <u>22.9</u> %
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IN-Veteran: _____ %
33. Is there Renewal Language in the document?	34. Is there a "Termination for Convenience" clause in the document?
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

35. Will the attached document involve data processing or telecommunications systems(s)?  Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):  
IC 11-9-2-5 ET SEQ.

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)  
This amendment makes three modifications to the existing contract for phone services: It provides payment by the vendor's solution; it adjusts the start to account for delay caused the resolution of RFP protests by IDOA, and it clarifies that the vendor's services are exclusive to IDOC facilities. The contract continues to be a revenue generating contract to the State with the commissions paid out of revenue generated by phone calls.

38. Justification of vendor selection and determination of price reasonableness:  
The contract was entered into after being duly procured through the State's formal RFP process (10-55) in which competitive bids were solicited. The vendor was selected through this process.

RECEIVED  
AUG 21 2013  
OAG-ADVISORY

39. If this contract is submitted late, please explain why. (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval <i>[Signature]</i>	41. Date Approved 7/22/13	42. Budget agency approval <i>[Signature]</i>	43. Date Approved 8-20-2013
44. Attorney General's Office approval <i>[Signature]</i>	45. Date Approved 8-21-13	46. Agency representative receiving from AG	47. Date Approved



**AMENDMENT #1**  
**EDS # D12-1-090**

This is an Amendment to the Contract (the "Contract") entered into by and between the Indiana Department of Correction (the "State"), Public Communications Services Indiana, LLC (the "Contractor"), and Global Tel\*Link Corporation approved by the last State signatory on June 8, 2011.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the Contract as follows:

1. Contractor, Public Communications Services Indiana, LLC. ("PCS Indiana") will assign the Contract, including all PCS Indiana rights and obligations under the Contract, to Global Tel\*Link Corporation ("GTL"). The assignment will become effective as of the effective date of this Amendment. Upon the assignment, GTL will be the party bound by all of the duties and obligations of the Contractor under the Contract for the remainder of the Contract term, and any extension, after the assignment. Furthermore, all references to PCS Indiana under the Contract will change to GTL, and the defined term "Contractor" will mean GTL.
2. The Parties agree to revise the Cellular Phone Detection and Jamming duties set forth in the Contract as less problematic alternatives to the cell phone Detection and Jamming have become available. Accordingly, Paragraph 29 of Exhibit B to the Contract and Paragraph 29 of Exhibit C to the Contract are hereby eliminated in their entirety, and the Contractor shall be relieved of any obligation to perform the services described thereunder. The Parties further agree that in lieu of those services, the Contractor shall pay the Indiana Department of Correction the sum of Nine Hundred Thousand Dollars (\$900,000.00) on or before July 31, 2013 and the sum of One Hundred Thousand Dollars (\$100,000.00) on the last day of each month thereafter during the Contract term, including any renewal or extension period, for the purposes of allowing the Indiana Department of Correction to implement its own cell phone interdiction and deterrence plan. Contractor shall have no right or title in or to any installed equipment, software, antennas, cables, vehicles, canines and any other items related to a cell phone interdiction and deterrence plan.
3. Due to circumstances beyond the control of either party, the date on which contract performance commenced was delayed as a direct result of aggrieved bidder protests.

To account for this delay, Paragraph 3 (Term) is deleted in its entirety and replaced with the following:

This Contract shall be effective for a period of forty eight (48) months. It shall commence on January 9, 2012. The Contract shall end on January 8, 2016. At the State's option, the Contract may be renewed for up to two (2) additional terms extending two (2) years for each renewal.

4. At the State's option, and at no cost to the State, GTL shall provide the Indiana Department of Correction during the Contract term, including any renewal or extension period, with GTL's Data IQ Data Analytics Software with a capability of analyzing data generated by this Contract and forensics data from contraband cell phones, and implement such software in connection with the Indiana Department of Correction's phone system.

5. Contractor shall enjoy the exclusive right to provide the services set forth in the Contract to all inmates housed in facilities owned by Indiana Department of Correction, and to all Indiana Department of Corrections inmates housed in third party facilities where the contract with the third party facility allows the Indiana Department of Corrections to choose a provider for these services. This right shall extend to Indiana Department of Correction facilities that operate under private management contracts; however, it shall only extend to the Short Term Offender Program (STOP) Facility, when the current management contract for the STOP Facility, including any renewals or extensions, expires. The Contract shall continue to be a revenue generating contract at no cost to the State. Total remuneration to be paid by the State under the Contract is \$0.00.
6. The Contract shall continue to be a revenue generating contract at no cost to the State. Total remuneration to be paid by the State under the Contract is \$0.00.
7. The Contract is further amended by adding the following clauses:

**A. No investment in Iran.** As required by IC §5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC §5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

**B. Employment Eligibility Verification.** As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that:

1. The Contractor does not knowingly employ an unauthorized alien.
2. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
3. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
4. The Contractor shall require his/her/its subcontractors who perform work under this Contract to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**C. Assignment of Antitrust Claims.** The Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

**All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.**

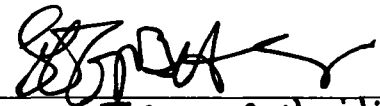
**Non-Collusion and Acceptance**

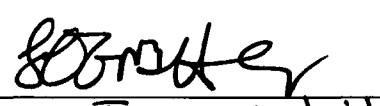
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof.

**In Witness Whereof**, Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this amendment, do by their respective signatures dated below agree to the terms thereof.

Public Communications Services, LLC (Assignor)

Global Tel\*Link Corporation (Assignee)

By:   
Printed Name: Jeffrey B. Haidinger  
Title: President and COO  
Date: 7/11/13


By:   
Printed Name: Jeffrey B. Haidinger  
Title: President and COO  
Date: 7/11/13

**Approved by:**

 (for)  
Bruce C. Lemmon, Commissioner

Date: 7/31/2013

**Approved by:**  
Indiana Office of Technology

By:  (for)  
Paul Baltzell, Chief Information Officer

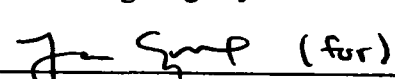
Date: 8/16/13

**Approved by:**  
Department of Administration

By:  (for)  
Jessica Robertson, Commissioner

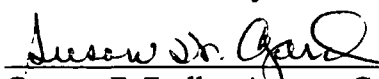
Date: 8/14/13

**Approved by:**  
State Budget Agency

 (for)  
Brian E. Bailey, Director  
State Budget Agency

Date: 8-20-2013

**APPROVED as to Form and Legality:**  
Office of the Attorney General

 (for)  
Gregory F. Zoeller, Attorney General

Date: 8-21-13