

State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, 3RD Floor
Little Rock, Arkansas 72201-4222
501-324-9316

STATE CONTRACT AWARD

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT.
THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE
ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR PROPOSAL
ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE
OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS
SET FORTH WITHIN THE REQUEST FOR PROPOSAL.

=====

BUYER: Jenny Foshee

CONTRACT/BID NO.: SP-07-0002

=====

DESCRIPTION: INMATE COLLECT PHONE SYSTEM
CONTRACT PERIOD: FEBRUARY 15, 2007 THROUGH FEBRUARY 14, 2012 WITH
OPTION TO RENEW IN TWO (2) ONE (1) YEAR INCREMENTS OR A PORTION
THEREOF.

=====

CONTRACT VALUE: N/A
COMMODITY CLASS (ES): N/A
PURCHASE REQUEST NO.: TO BE ISSUED BY AGENCY
AGENCY CONTACT/PHONE: TERESA FUNDERBURG (870) 850-8511
DELIVERY REQUIREMENTS: AS IDENTIFIED IN REQUEST FOR PROPOSAL

=====

PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE
SPECIFIED.

CONTRACT AWARD TO:
GLOBAL TEL*LINK
2609 CAMERON STREET
MOBILE, AL 36607

CONTACT NAME: Rick Ferguson
TELEPHONE No: 888-270-7821
FAX Number: 800-941-1062
VENDOR Number:
FEDERAL I.D. Number: 63-1071001

STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT

BY: _____

Joseph A. Didelis

DATE: _____

January 19, 2007



Arkansas Department of Community Correction

Two Union National Plaza Building
105 West Capitol, 2nd Floor
Little Rock, Arkansas 72201-5731
(501) 682-9510 Fax: (501) 682-9538

*"Service with Excellence and
Integrity"*

MEMORANDUM

TO: Board of Corrections

FROM: Rick Hart, Deputy Director of Residential Services

RE: Proposed telephone contract

DATE: January 3, 2007

You will recall that at the November 2006 meeting, I reported that the inmate telephone RFP review committee recommended awarding the inmate telephone contract to Global Tel Link. At that time, you asked that we contact Global Tel Link to begin negotiations for rates to be included in the contract.

The GTL commission offer of 55% was contingent on the following rates:

	<u>Interstate</u>	<u>IntraLATA</u>	<u>InterLATA</u>	<u>Local</u>
Surcharge	\$3.95	\$3.00	\$3.00	\$3.00
Per Minute	\$0.89	\$0.24	\$0.24	\$0.24

Example: Cost for a 15-minute local call - \$6.60 before applicable taxes.

"We provide opportunities for positive change."

The following are options from the above for Board Consideration:

Option A: 50.75% Commission – 25% Reduction in Per Minute Cost

	<u>Interstate</u>	<u>IntraLATA</u>	<u>InterLATA</u>	<u>Local</u>
Surcharge	\$3.95	\$3.00	\$3.00	\$3.00
Per Minute	\$0.67	\$0.18	\$0.18	\$0.18

Example: Cost for a 15-minute local call - \$5.70 before applicable taxes

Option B: 45% Commission – 50% Reduction in Per Minute Cost

	<u>Interstate</u>	<u>IntraLATA</u>	<u>InterLATA</u>	<u>Local</u>
Surcharge	\$3.95	\$3.00	\$3.00	\$3.00
Per Minute	\$0.45	\$0.12	\$0.12	\$0.12

Example: Cost for a 15-minute local call - \$4.80 before applicable taxes

Both ADC and DCC recommend Option B, which would provide a significant decrease in the costs for inmate families. Under the current contract with MCI, we receive 51% commission on all calls, and while our annual revenues may decrease, we believe this would be a good faith effort to reduce the financial burden on inmate families.

TERM AWARD TERMS AND CONDITIONS

1. **GENERAL:** All terms and conditions stated in the Request for Proposal govern this contract.
2. **PRICES:** Prices are firm and not subject to escalation, unless otherwise specified in the Request for Proposal.
3. **DISCOUNTS:** All cash discounts offered will be taken if earned.
4. **TAXES:** Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. **BRAND NAME REFERENCES:** The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. **GUARANTY:** All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid proposal. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the RFP.
7. **AWARD:** This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
8. **DELIVERY:** The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.
9. **BACK ORDERS OR DELAY IN DELIVERY:** Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and

the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

10. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
11. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
12. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.
13. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
14. **INVOICING:** The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.
15. **STATE PROPERTY:** Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.
16. **ASSIGNMENT:** This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.
17. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
18. **LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the

Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19. **QUANTITIES:** The state may order more or less than the estimated quantity in the Request for Proposal.
20. **DISCLOSURE:** Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.