



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

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.

8220

1/15/16
MM

1. EDS Number: D12-1-090
2. Date prepared: 11/20/2015

3. CONTRACTS & LEASES

X Professional/Personal Services
Contract for procured Services
Grant
Maintenance
Lease
License Agreement
Attorney
Amendment# 2
MOU
Renewal #
QPA
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: \$33,785,699.04
9. Revenue generated total contract: \$33785699.04
10. New total amount for each fiscal year:
Year 2012 \$0.00 Year 2017 \$0.00
Year 2013 \$0.00
Year 2014 \$0.00
Year 2015 \$0.00
Year 2016 \$0.00

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 7/1/2011
12. To (month, day, year): 1/8/2018
13. Method of source selection:
Bid/Quotation
Emergency
Negotiated
Special Procurement
X RFP# 10-55
Other (specify)

AGENCY INFORMATION
14. Name of agency: Ofc 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: aqarner@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 #: 0000019422
24. Name: GLOBAL TEL LINK CORP
25. Telephone #: 916-624-2979
26. Address: 6612 E 75TH ST 4TH FLR STE 1
INDIANAPOLIS, IN 46250

27. E-mail address: Andrew.Merrill@gtl.net
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) X Yes No

29. Primary Vendor: M/WBE/IN-Vetera
Minority: Yes X No
Women: Yes X No
IN-Veteran Yes X No
30. Primary Vendor Percentages
53.7 %

31. Sub Vendor: M/WBE/IN-Veteran
Minority: X Yes No
Women: X Yes No
IN-Veteran Yes X No
32. If yes, list the %:
Minority: 23.4 %
Women: 22.9 %
IN-Veteran %

33. Is there Renewal Language in X Yes No
34. Is there a "Termination for Convenience" clause in the document? X Yes No

35. Will the attached document involve data processing or telecommunications system X Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 11-8-2-5 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 extends the term for an additional two years. The original contract terms allow up to two 2-year renewals. 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. This is a no cost contract to the State.

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

40. Agency fiscal officer or representative approval
41. Date Approved: 11-20-15
42. Budget agency approval
43. Date Approved: 12/1/15
44. Attorney General's Office approval
45. Date Approved: 12/1/15
46. Agency representative receiving from AG
47. Date Approved:

OAG-ADVISORY



AMENDMENT # 2

EDS #D12-1-090

This is an Amendment to the Contract (the "Contract") entered into by and between the Indiana Department of Correction and Public Communications Services Indiana LLC, approved by the last State signatory on June 8, 2011, and entered into by and between the Indiana Department of Correction (the "State") and Global Tel*Link Corporation (the "Contractor") by assignment of the Contract in the prior amendment approved by the last state signatory on August 21, 2013.

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

1. The Contract is hereby extended for an additional period of twenty four months. The extension period shall run from January 8, 2016 to January 8, 2018. The contract shall terminate on January 8, 2018.
2. The Consideration during the extension period remains unchanged, with the exception that the Contractor shall additionally provide the following services with the indicated adjustments:
 - a) At no cost to the State, the Contractor will provide up to two trained and experienced full-time intelligence analysts to work under the direction of investigators from the Indiana Department of Correction (IDOC) to assist in delivering actionable intelligence from the Data IQ platform. Some of the duties and responsibilities for the analyst may include:
 - Mining the analytic data to establish trends within the facility.
 - Working with IDOC investigators to target potential areas of interest.
 - Establishing a fundamental understanding of facility operation to include data sources available for analysis.
 - Proactively seeking intelligence information through GTL intelligence products to facilitate IDOC objectives and mission.
 - Facilitating the production of detailed reports to the DOC regarding intelligence findings supplied through GTL intelligence products.
 - This position would be located on-site at a location to be determined by the IDOC.
 - Total expenditures by the Contractor for this service shall not exceed \$108,000 annually.
 - b) At no cost to the State, the Contractor will implement its Called Party IQ™ solution, which brings state-of-the-art investigation capabilities for the detection of inmate to inmate telephone calls. This solution will provide the ability to identify, in near real-time, when two or more inmates call the same phone number for a bridged inmate-to-inmate conference call. Not only will this feature show bridged calls for inmates housed at the IDOC, but it will identify a bridged call from any of the prisons that GTL serves that have this feature enabled.
 - c) At no cost to the State, the Contractor will provide a combination of CellSense Plus™ solutions for detection of cell phones, weapons and contraband and funding for the creation of interfaces for additional data sources for GTL's advanced Data IQ data analytics platform. By incorporating more sources of data, IDOC investigators can link more sources of disparate data to create actionable intelligence in support of the prevention of crime within the correctional institutions. The number of CellSense units and Data IQ interfaces will be determined by the IDOC. Total expenditures by the Contractor for this service shall not exceed \$100,000 over the extended term.

3. The Contract shall continue to be a revenue generating contract at no cost to the State. Total remuneration paid to the Contractor under the Contract shall not exceed \$0.00.

4. The Contract is further amended by adding the following:

A. Employment Eligibility Verification. As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

A. 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.

B. 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.

C. 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.

B. 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.


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Non-Collusion and Acceptance

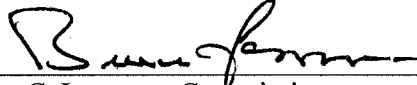
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor/Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor/Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor/Grantee, 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. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Amendment, the Contractor/Grantee attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

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 Renewal, do by their respective signatures dated below agree to the terms thereof.

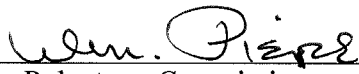
Global Tel* Link Corporation:

By: 
Jeffrey B. Haidinger, President (OO)
Name and Title, Printed
Date: 11/19/15


Indiana Department of Correction:

By: 
Bruce C. Lemmon, Commissioner
Date: 11-27-15


Approved by:
Indiana Department of Administration

By:  (for)
Jessica Robertson, Commissioner
Date: 1-DEC-2015


Approved by:
State Budget Agency

By:  (for)
Brian E. Bailey, Director
Date: 12/1/15

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

 (for)
Gregory E. Zoeller, Attorney General
Date: 12/1/15

Approved by:
Indiana Office of Technology

By:  (for)
Dewand Neely, Chief Information Officer
Date: 11-24-2015