

# EXHIBIT 3

*Global Tel\*Link Contract and Response to RFP, RP034-11 for Gwinnett County, Georgia*

**PRISON**  
POLICY INITIATIVE

**ANNUAL SERVICE PROVIDER CONTRACT  
PROVISION OF INMATE COINLESS PHONE EQUIPMENT AT THE GWINNETT COUNTY  
COMPREHENSIVE CORRECTIONAL COMPLEX**

This **CONTRACT** made and entered into this 17th day of January, 2012 by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the "County"), and Global Tel Link, Inc., (Party of the Second Part, hereinafter called the "Service Provider").

**NOW THEREFORE**, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

**1. TERM:**

This contract shall commence on January 12, 2012 for a one year period with options to renew for four (4) additional one year periods.

**2. ATTACHMENTS:**

Copies of the Service Provider's proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the County during the Bid process (hereinafter collectively referred to as the "Bid ") are attached hereto (Exhibit A) and are specifically incorporated herein by reference. In the event of a conflict between the County's contract documents and the Bid, the County's contract documents shall control.

**3. PERFORMANCE:**

Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

**4. PRICE:**

The Service Provider shall pay the County a commission based on revenue collected in accordance with the rate schedule referenced in the Bid (Exhibit A). The commission shall be accompanied with a detailed report, reflecting the actual revenue collected by the Service Provider.

**5. INDEMNIFICATION AND HOLD HARMLESS:**

Service Provider agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors, or omissions of the Service Provider. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

**6. TERMINATION FOR CAUSE:**

The County may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the County's rights or remedies provided by law.

**7 TERMINATION FOR CONVENIENCE:**

The County may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the County's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

**8. CONTRACT NOT TO DISCRIMINATE:**

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

**9. ASSIGNMENT:**

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the County in writing.

**10. WAIVER:**

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

**11 SEVERABILITY:**

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

**12. GOVERNING LAW:**

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Gwinnett County, Georgia.

**13. MERGER CLAUSE:**

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

(Signatures Next Page)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this CONTRACT to be signed, sealed and delivered.

GWINNETT COUNTY, GEORGIA

By: Charlotte J. Nash  
Charlotte J. Nash, Chairman  
Gwinnett County Board of  
Commissioners

ATTEST:

Diane Kemp  
Signature



Diane Kemp, County Clerk  
Board of Commissioners

APPROVED AS TO FORM:

Scott R. [Signature]  
Signature  
Gwinnett County Staff Attorney

SERVICE PROVIDER: Global Tel Link, Inc.

BY: [Signature]  
Signature

Print Name Jeffrey B. Haidinger

Title President Services

ATTEST:

Teresa Ridgeway  
Signature

Print Name Teresa Ridgeway  
Corporate Secretary  
(Seal)



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/10/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services South, Inc. Atlanta GA Office 3565 Piedmont Rd NE, B1g1, #700 Atlanta GA 30305 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (847) 953-5390 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> GTEL Holdings, Inc. Global Tel <sup>2</sup> Link Corporation 107 St. Francis St., 33rd Floor Mobile AL 36602 USA	INSURER A: Great Northern Insurance Co. (LA++XV) 20303	
	INSURER B: Federal Insurance Company (LA++XV) 20281	
	INSURER C: Chubb Indemnity Insurance Co. (LA++XV) 12777	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER: 570045032165**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			35833545	09/01/2011	09/01/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Errors & Omissions \$1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			(11)7353-38-39	09/01/2011	09/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			79839366	09/01/2011	09/01/2012	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	(12)7775786	09/01/2011	09/01/2012	<input checked="" type="checkbox"/> WC <input type="checkbox"/> STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

**INSURANCE REQUIREMENTS**  
**APPROVED**  
 BY: HC DATE: 1/10/12  
 PG 1 OF 1

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Certificate Holder includes: Gwinnett County Board of Commissioners, Gwinnett County Financial Services, Corporate Purchasing Division. RE: RPO34-11, Inmate Coinless Phone. Gwinnett County Board of Commissioners is included as an Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability policy.

<b>CERTIFICATE HOLDER</b>  Gwinnett County Board of Commissioners Attn: Susan Clarke CPPB Purchasing Agent 75 Langley Drive Lawrenceville GA 30046 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services South Inc.</i>

Holder Identifier :

Certificate No : 570045032165



# EXHIBIT A

Cafferata, Holly

**From:** Doug Bundy <Doug.Bundy@gtl.net>  
**Sent:** Friday, December 09, 2011 10:41 AM  
**To:** Cafferata, Holly  
**Cc:** Eric Gonzalez  
**Subject:** RE: RP034-11 Inmate Coinless Phone Equipment at the GC Correctional Complex

**Importance:** High

Holly,

GTL will increase our Offer #1 Commission rate of 64% to 65%. Please confirm receipt of this revision to Offer #1 and advise if this email is sufficient notification and no further communication method is required.

Thanks,

Doug Bundy  
GTL Inmate Systems  
[dbundy@gtl.net](mailto:dbundy@gtl.net)  
678-488-0515

*Confidentiality Notice: This electronic mail transmission is intended for the use of the individual or entity to which it is addressed and may contain confidential information belonging to the sender which is protected by statute or common law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, please notify the sender immediately by e-mail and delete the original message. This email is intended only as correspondence related to negotiations and the sender does not intend to be bound by any terms unless they are included in a manually signed paper document or other tangible documentation specifically designated by the sender. The electronic signature on this e-mail should not, in any way, be considered evidence of the sender's intent to be bound to any agreement.*

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**From:** Holly.Cafferata@gwinnettcountry.com [Holly.Cafferata@gwinnettcountry.com]  
**Sent:** Thursday, December 08, 2011 3:56 PM  
**To:** Doug Bundy  
**Subject:** RP034-11 Inmate Coinless Phone Equipment at the GC Correctional Complex

Doug,

Gwinnett County would like to request a best and final offer on the commission rate for offer 1 that you proposed for RP034-11.

Thank you.

Holly Cafferata  
Purchasing Associate II  
Department of Financial Services, Purchasing Division  
75 Langley Drive  
Lawrenceville, GA 30046  
Direct: 770.822.8721  
Fax: 770.822.8728  
[holly.cafferata@gwinnettcountry.com](mailto:holly.cafferata@gwinnettcountry.com)

NOTE: Email is provided to employees for the administrative needs of the county. Email correspondence to/from a county email account is considered public information and subject to release under Georgia laws or pursuant to subpoena.

## FEE SCHEDULE

### COPY

Attached are our Fee and Commission offers to Gwinnett County. Each proposal includes a copy of the FEE SCHEDULE form from the RFP.

In order to provide the maximum flexibility to the County, GTL is offering five fee and commission offers. The offers are defined as follows:

1. **Offer 1:** Includes the new FOCUS inmate telephone system with all features (including enhanced PIN management) described in the main proposal document but excluding the **V-PIN** voice biometric ID feature.
2. **Offer 2:** Same as above but adds the **V-PIN** voice biometric feature described on the next page.
3. **Offer 3:** Retain the existing LazerNet system and also provide two (2) new laptop computers.
4. **Offer 4:** Same as Offer 1 (new FOCUS system), but with reduced calling rates
5. **Offer 5:** Same as Offer 2 (new FOCUS system with **V-PIN** voice biometric feature), but with reduced calling rates.

**All five offers include the following:**

- Two (2) new laptop computers.
- On-line availability of records and recordings for the life of the contract

The entire rate structure for each type of call (collect, prepaid collect, and debit) and for each classification (Local, Local Extended, IntraState/IntraLata, and InterState) is provided on a sheet following each FEE SCHEDULE form.

Global Tel\*Link (GTL) pays commissions based on the gross revenue charged for inmate calls from all phones covered by the Agreement. For each allowed call type (local, IntraLATA, InterLATA, interstate, or international; collect or prepaid) gross revenue is defined as the product of total billable minutes times the agreed upon rate for all completed calls – meaning those accepted by the called party.

Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account transaction fees; and (iv) any amount GTL collects for, or pays to, third 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, and any costs incurred by GTL in connection with such programs.

## V-PIN Voice Biometric Identification (Option)

GTL offers our **V-PIN** solution for biometric inmate identification to ensure the integrity of PIN identification of inmates. **V-PIN** uses patented (*US Patent 7,333,798*) speaker verification technology in conjunction with all existing inmate telephones. **Unlike the biometrics offered by many of competitors, V-PIN is proven; V-PIN** was first deployed in early 2005 and now is deployed and operational in 100+ sites. **The Federal Bureau of Prisons** utilizes **V-PIN** at each of their 95 sites. Additionally, the State of Utah DOC (over four years of consistent use) and the Sheriff's Departments of Athens/Clark County, GA, Greenville County, SC, Jackson County, OR, Maricopa County, AZ, and Whatcom County, WA have implemented the service with great success.

**V-PIN** has survivability advantages over other identify verification technologies such as video cameras or thumbprint readers. Since it is not based on specialized hardware, it cannot be damaged by inmates (e.g., video lens scratched or thumbprint readers damaged). Also, **V-PIN** does not require external power supplied at the phone or heavy-duty CAT-6 cabling to carry additional power from the call processing core (**V-PIN** will work over CAT-3 cable). **V-PIN** is used with standard telephones requiring no special capabilities and doesn't require additional facility administration. **V-PIN** can be disabled system-wide upon County request.

**Using V-PIN:** **V-PIN** "registers" the inmate's speech pattern via his/her spoken name and compares the registered name to the speech pattern on all subsequent call attempts using that inmate's PIN. Implementation of **V-PIN** is easier than most voice biometric solutions; **V-PIN** self-registers inmates via automated system prompts and therefore no special administration is required. Upon first use of the IPS system, the inmate will be required state his/her name following input of his/her PIN. **V-PIN** will request the inmate to repeat their name up to five (5) times to ensure that a complete sampling of the voice print has been taken. The process is very simple, takes just a few minutes and is very effective. This process does not require any involvement from the County.

Many vendors require that inmates enroll within a quiet environment; GTL would rather have the back ground noise as part of the original enrollment. GTL has determined that this process ensures that when back ground noise is later recognized by the system it does not interfere with the validation process.

**V-PIN** will not accept blowing, silence, DTMF tones, or other low-phoneme generating methods of name registration. Inmates attempting to utilize these methods to create their voice print will not be able to complete the process and cannot make calls until they re-enroll using acceptable phonemes.

The inmate will be required on subsequent call attempts to speak his/her name following input of PIN on each and every call. **V-PIN** will compare the PIN to the recorded *voice print*. If the inmate spoken name matches with the voice print stored with the PIN, the inmate will be allowed to continue with the call process. If the spoken name does not match, the inmate will not be allowed to continue with the call process.

**V-PIN Technology:** **V-PIN** utilizes a speaker identification system which includes a speaker-independent phrase recognizer for the sample given during each call. **V-PIN** biometric identification technology is trained for a single voice. The system is trained to understand the pronunciations, inflections, and accents of each individual speaker. Speakers' stated names, even when the names sound the same, have different phrase recognizer scores.

The speaker-independent phrase recognizer scores the name utterance. During the initial system user training sample process the **V-PIN** speaker-dependent phrase recognizer establishes a phrase recognizer utterance score for each user. The **V-PIN** system utilizes a hidden Markov model based speech recognition engine to compare each collected sample to the original stored template. A score processor coupled to the outputs of the speaker-independent phrase recognizer and the speaker-dependent phrase recognizer determines a matched identity. A verifier coupled to the score processor authenticates the determined matched identity. A threshold score is required to achieve a high degree of certainty before a match is confirmed by the system.

**V-PIN** also provides continuous "moving window" voice sampling and rating technology. The call is continually sampled to determine the rating of confidence that the current inmate speaking is the same as the one at the start of the call. This prevents an inmate from successfully registering for a call and then handing the handset to another inmate. The confidence thresholds can be customized as desired by the County to prevent inmate hand-off without incurring common false-positive warnings.

The two voice paths within the GTL system are separate. This allows the inmates voice to be sampled throughout the call at predetermine time periods. GTL's software allows it to be tuned to the environment through confidence thresholds. This method has proved very effective within the Federal Bureau of Prisons.

**V-PIN** requires software licenses and hardware. Therefore, GTL offers **V-PIN** as an option to the baseline IPS offering. A second FEE SCHEDULE is included in our offer that includes **V-PIN**.

**FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL DOCUMENT MAY RESULT IN REJECTION OF PROPOSAL.**

**NOTE: Do NOT submit this page as part of your proposal. It is to be submitted at the same time but in separate sealed envelope. Outside of the envelope should have firm name, proposal number and the words "Fee Schedule".**

**FEE SCHEDULE (To be submitted in a separate sealed envelope)  
REVENUE ANALYSIS ESTIMATE [OFFER I]**

COST OF LOCAL COLLECT CALL \$ 2.70  
COMMISSION TO BE PAID GWINNETT COUNTY 64%

**OTHER TYPE MONTHLY REVENUE CALCULATION**

If another type of revenue calculation is used other than above, vendor is required to submit their calculation in a precise and non-vague manner in the space provided below. Failure to disclose all information is bases for rejection of proposal or termination of contract.

Gwinnett County requires Pricing/Commission to be paid to Gwinnett County to remain firm for the duration of initial term of contract. Failure to hold commission firm for the initial term of contract may be sufficient cause for Gwinnett County to declare proposal non-responsive.

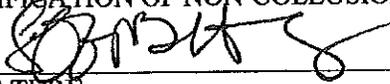
Unless otherwise noted, quoted Pricing/Commission to be Paid Gwinnett County will remain firm for four (4) additional one-year terms. If an increase/decrease may be a part of this proposal, please note percentage increase/decrease in the space provided together with an explanation.

	Local Collect Call	Commission
Renewal Option #1:	_____	_____
Renewal Option #2:	_____	_____
Renewal Option #3:	_____	_____
Renewal Option #4:	_____	_____

**FAILURE TO RETURN THE FOLLOWING BID DOCUMENTS MAY RESULT IN PROPOSAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:**

1. Failure to use County Fee Proposal Schedule.
2. Failure to return applicable compliance Sheets/Specification sheets.
3. Failure to return applicable addenda.
4. Failure to provide information on alternates or equivalents when allowed.
5. The County shall be the sole determinant of technicality vs. non-responsive proposal.

**CERTIFICATION OF NON-COLLUSION IN BID PREPARATION**

  
SIGNATURE \_\_\_\_\_ DATE 10/23/11

Submitting Firm Global Tel\*Link, Inc.

## RATES FOR OFFER #1

Global Tel\*Link  
Gwinnett County, GA  
Inmate Calling Rates

	Miles	1st Time of Day		2nd Time of Day		3rd Time of Day	
		surcharge + 1st min	1st min	surcharge + 1st min	1st min	surcharge + 1st min	1st min
<b>Local (Rate type 2)</b>							
Collect / PrePaid Collect	ALL	2.70	0.00	2.70	0.00	2.70	0.00
Debit	ALL	0.00	0.18	0.00	0.18	0.00	0.18
<b>Local Extended (Rate type 3)</b>							
<b>IntraState IntraLata (Rate type 4)</b>							
Collect / PrePaid Collect	9999	2.19	0.19	2.19	0.19	2.19	0.19
Debit	9999	0.00	0.25	0.00	0.25	0.00	0.25
<b>IntraState InterLata (Rate type 5)</b>							
Collect / PrePaid Collect	9999	2.19	0.19	2.19	0.19	2.19	0.19
Debit	9999	0.00	0.25	0.00	0.25	0.00	0.25
<b>InterState IntraLata (Rate type 6)</b>							
<b>InterState InterLata (Rate type 7)</b>							
Collect / PrePaid Collect	ALL	4.84	0.89	4.84	0.89	4.84	0.89
Debit	ALL	0.00	0.25	0.00	0.25	0.00	0.25



## RATES FOR OFFER #2

Global Tel\*Link  
Gwinnett County, GA  
Inmate Calling Rates

	Miles	1st Time of Day		2nd Time of Day		3rd Time of Day	
		surcharge + 1st min	1st min	surcharge + 1st min	1st min	surcharge + 1st min	1st min
<b>Local (Rate type 2)</b>							
Collect / PrePaid Collect	ALL	2.70	0.00	2.70	0.00	2.70	0.00
Debit	ALL	0.00	0.18	0.00	0.18	0.00	0.18
<b>Local Extended (Rate type 3)</b>							
<b>IntraState IntraLata (Rate type 4)</b>							
Collect / PrePaid Collect	9999	2.19	0.19	2.19	0.19	2.19	0.19
Debit	9999	0.00	0.25	0.00	0.25	0.00	0.25
<b>IntraState InterLata (Rate type 5)</b>							
Collect / PrePaid Collect	9999	2.19	0.19	2.19	0.19	2.19	0.19
Debit	9999	0.00	0.25	0.00	0.25	0.00	0.25
<b>InterState IntraLata (Rate type 6)</b>							
<b>InterState InterLata (Rate type 7)</b>							
Collect / PrePaid Collect	ALL	4.84	0.89	4.84	0.89	4.84	0.89
Debit	ALL	0.00	0.25	0.00	0.25	0.00	0.25



### RATES FOR OFFER #3

Global Tel\*Link  
Gwinnett County, GA  
Inmate Calling Rates

	Miles	1st Time of Day		2nd Time of Day		3rd Time of Day	
		surcharge + 1st min	1st min	surcharge + 1st min	1st min	surcharge + 1st min	1st min
<b>Local (Rate type 2)</b>							
Collect / PrePaid Collect	ALL	2.70	0.00	2.70	0.00	2.70	0.00
Debit	ALL	0.00	0.18	0.00	0.18	0.00	0.18
<b>Local Extended (Rate type 3)</b>							
<b>IntraState IntraLata (Rate type 4)</b>							
Collect / PrePaid Collect	9999	2.19	0.19	2.19	0.19	2.19	0.19
Debit	9999	0.00	0.25	0.00	0.25	0.00	0.25
<b>IntraState InterLata (Rate type 5)</b>							
Collect / PrePaid Collect	9999	2.19	0.19	2.19	0.19	2.19	0.19
Debit	9999	0.00	0.25	0.00	0.25	0.00	0.25
<b>InterState IntraLata (Rate type 6)</b>							
<b>InterState InterLata (Rate type 7)</b>							
Collect / PrePaid Collect	ALL	4.84	0.89	4.84	0.89	4.84	0.89
Debit	ALL	0.00	0.25	0.00	0.25	0.00	0.25



## RATES FOR OFFER #4

Global Tel\*Link  
Gwinnett County, GA  
Inmate Calling Rates

	Miles	1st Time of Day		2nd Time of Day		3rd Time of Day	
		surcharge + 1st min	1st min	surcharge + 1st min	1st min	surcharge + 1st min	1st min
<b>Local (Rate type 2)</b>							
Collect	ALL	2.70	0.00	2.70	0.00	2.70	0.00
PrePaid Collect	ALL	2.00	0.00	2.00	0.00	2.00	0.00
Debit	ALL	0.00	0.18	0.00	0.18	0.00	0.18
<b>Local Extended (Rate type 3)</b>							
<b>IntraState IntraLata (Rate type 4)</b>							
Collect	9999	2.00	0.19	2.00	0.19	2.00	0.19
PrePaid Collect	9999	2.00	0.15	2.00	0.15	2.00	0.15
Debit	9999	0.00	0.20	0.00	0.20	0.00	0.20
<b>IntraState InterLata (Rate type 5)</b>							
Collect	9999	2.00	0.19	2.00	0.19	2.00	0.19
PrePaid Collect	9999	2.00	0.15	2.00	0.15	2.00	0.15
Debit	9999	0.00	0.20	0.00	0.20	0.00	0.20
<b>InterState IntraLata (Rate type 6)</b>							
<b>InterState InterLata (Rate type 7)</b>							
Collect	9999	2.00	0.19	2.00	0.19	2.00	0.19
PrePaid Collect	9999	2.00	0.15	2.00	0.15	2.00	0.15
Debit	9999	0.00	0.20	0.00	0.20	0.00	0.20



## RATES FOR OFFER #5

Global Tel\*Link  
Gwinnett County, GA  
Inmate Calling Rates

	Miles	1st Time of Day		2nd Time of Day		3rd Time of Day	
		surcharge + 1st min	1st min	surcharge + 1st min	1st min	surcharge + 1st min	1st min
<b>Local (Rate type 2)</b>							
Collect	ALL	2.70	0.00	2.70	0.00	2.70	0.00
PrePaid Collect	ALL	2.00	0.00	2.00	0.00	2.00	0.00
Debit	ALL	0.00	0.18	0.00	0.18	0.00	0.18
<b>Local Extended (Rate type 3)</b>							
<b>IntraState IntraLata (Rate type 4)</b>							
Collect	9999	2.00	0.19	2.00	0.19	2.00	0.19
PrePaid Collect	9999	2.00	0.15	2.00	0.15	2.00	0.15
Debit	9999	0.00	0.20	0.00	0.20	0.00	0.20
<b>IntraState InterLata (Rate type 5)</b>							
Collect	9999	2.00	0.19	2.00	0.19	2.00	0.19
PrePaid Collect	9999	2.00	0.15	2.00	0.15	2.00	0.15
Debit	9999	0.00	0.20	0.00	0.20	0.00	0.20
<b>InterState IntraLata (Rate type 6)</b>							
<b>InterState InterLata (Rate type 7)</b>							
Collect	9999	2.00	0.19	2.00	0.19	2.00	0.19
PrePaid Collect	9999	2.00	0.15	2.00	0.15	2.00	0.15
Debit	9999	0.00	0.20	0.00	0.20	0.00	0.20

**GTL's Proposed Account Transaction and Cost Recovery Fees**

Following is a description of additional fees that are only applicable as indicated in the table. These fees are cost recovery in nature and are not considered revenue by GTL therefore no commission is paid on these fees.

<b>Account Transaction Fees</b>	<b>When Applied</b>	<b>Amount</b>
Automated IVR Deposit of \$25*	Per Transaction	\$4.75
Automated IVR Deposit of \$50*	Per Transaction	\$9.50
Credit Card Deposit through GTL Website	Per Transaction	\$9.50
AdvancePay Account Close-Out Fee	One Time	\$5.00
Deposit sent to GTL via Western Union**	Per Transaction	\$0.00
Certified Check mailed to GTL	Per Transaction	\$0.00
Money Order mailed to GTL	Per Transaction	\$0.00
<b>Federal, State and Cost Recovery Fees</b>	<b>When Applied</b>	<b>Amount</b>
Federal Universal Service Fee (FUSF)	Monthly per Invoice of Interstate Calls	15.3%
Federal Administration Cost Recovery Fee	Interstate Calls billed via paper invoice	\$1.99
State Carrier Cost Recovery Fee	Intrastate Calls billed via paper Invoice	\$1.95
Single Bill Cost Recovery Fee	Monthly per paper invoice of Collect Calls	\$2.89

Funding an AdvancePay account via IVR deposit (e.g. using a credit card) is an optional personal choice. Fees related to such transactions are disclosed at the time of transactions and offset GTL's costs of third-party merchant fees, system support, customer service staff and network service infrastructure associated with making this optional service available.

\*\* When a person sends money to GTL for an AdvancePay account via Western Union, that person pays Western Union a fee for that service.

All fees, currently tarified and prospectively tarified, are subject to change from time to time as prescribed by the FCC, tax authorities or by GTL and at the discretion of the entities charging those taxes, charges and/or fees.

**NOTICE:** GTL encloses in this separate envelope the FEE SCHEDULEs for this proposal as required by the RFP.

GTL has also placed a response to an RFP requirement that is CONFIDENTIAL GTL information. GTL requests that the CONFIDENTIAL information not be released as part of any request by other bidders or commercial entities for our proposal.

**CONFIDENTIAL**

**CONFIDENTIAL INFORMATION - RFP RP034-11**

**Global Tel\*Link, Inc.**

This page include responses to RFP requirements and questions that include information that is Confidential and Proprietary to GTL.

**D. Firm Qualifications**

1.b Annual sales last year

**GTL Response:** GTL understands and complies.

GTL's annual sales in 2010 from our audited financials were \$419,982,338.

**CONFIDENTIAL**

This information is proprietary to Global Tel\*Link, Inc. and is provided for the use of Gwinnett County in response to RFP RP034-11 only.

# GTL



## **GTL'S RESPONSE TO**

**Gwinnett County, GA  
Request for Proposal**

**RFP RP034-11**

**Provision of Inmate Coinless Phone  
Equipment at the Gwinnett County  
Correctional Complex**

**November 28, 2011 2:50 PM**

**ORIGINAL**

**The Next Generation of Correctional Telecommunications**



Global Tel\*Link  
2609 Cameron Street  
Mobile, Alabama 36607  
Tel. 251 479 4500  
Tel. 800 489 4500  
Fax 251 473 4588  
Web [www.globaltellink.com](http://www.globaltellink.com)

November 16<sup>th</sup>, 2011

Gwinnett County Financial Services - Purchasing Division  
75 Langley Drive 2<sup>nd</sup> Floor  
Lawrenceville, GA 30046

The enclosed document is Global Tel\*Link's response to Unified Government of Gwinnett County's RP034-11 for Inmate Coinless Phone Equipment at the Gwinnett County Correctional Complex. We appreciate this opportunity to present a comprehensive overview of our hardware and software features. A few things we would like to emphasize about why you should continue utilizing Global Tel\*Link (GTL) for your inmate telephone system needs:

◆ **COMPETITIVE COMMISSIONS** – GTL understands the impact current economic times have on most local Governments and the mounting budget pressures facing Gwinnett County. GTL is pleased to provide the County with a commission rate offer that will significantly enhance your current contract revenue stream. GTL assures Gwinnett County that all call rates will adhere to the applicable State of Georgia PSC and Federal Communications Commission tariffs.

◆ **STATE-OF-THE-ART EQUIPMENT** - GTL is a leader in the inmate telephone industry, both in the advanced technology and the quality of our equipment. We provide a comprehensive range of equipment features and service capabilities, and continuously upgrade our product to better meet our customers' changing needs. To demonstrate our commitment to technology, GTL is proposing the installation of our new FOCUS system. Future software upgrades, which occur automatically as new versions are released, are at no cost to the facility. This ensures that the Gwinnett County Correctional Complex will always have the latest inmate telephone system technology.

◆ **LOCALLY BASED TECHNICAL SUPPORT** - Global Tel\*Link, a privately held corporation with our main office located in Mobile, Alabama, maintains a significant Georgia customer base. Including the Georgia Department of Corrections, our technology touches well over 60,000 inmates in Georgia every day. GTL's Georgia customer base is supported by eleven (11) system technicians and two (2) state service managers that are geographically dispersed throughout Georgia and dedicated solely to GTL's customers. In fact, the GTL technician currently supporting our service at the Correctional Complex operates from an office at the Gwinnett County Detention Center in support of our contracted service at that facility as well.



◆ **COMPREHENSIVE SERVICES** - GTL offers a full range of inmate telephone calling and billing services, system maintenance and repair, technical and billing support, plus equipment and software to meet all your inmate telecommunications needs. When transitioning Gwinnett to our new FOCUS system, GTL's billing services enable inmate family and friends with existing AdvancePay prepaid accounts to have their balances simultaneously migrated to FOCUS. Account holders will have immediately access to their funds with no activity required by them or facility staff.

◆ **SYSTEM EASE OF USE** - As the manufacturer and software developer, we offer the latest in software innovations with an emphasis on the customers' ease of use. Our FOCUS system's many automated timesaving features, as well as its user-friendly interface, simplify inmate telephone management for facility personnel. Experience demonstrates that our customers' operating efficiencies will be enhanced by the implementation of our FOCUS system.

◆ **UNPARALLELED SYSTEM AND CUSTOMER SUPPORT** - At installation, your FOCUS system is put on-line with the FOCUS Support Center in Plano, Texas, and remains so, twenty-four hours a day, three hundred sixty-five days a year, throughout the life of the contract. Whether a problem is reported by the system's continuous self-diagnostic routines or a call from the facility, qualified service personnel stand by round-the-clock to respond. GTL's core value of **RESPONSIVENESS** includes knowing about problems before you do. We strive to continuously improve these services with the goal of achieving 100% customer satisfaction.

You may contact Doug Bundy, Regional Account Manager, at (678) 488-0515 for questions or guidance regarding our bid. Doug will serve as your account manager and single point of contact for this project. As an alternative, Ms. Rae Pearson, RFP Director at (317) 558-3151 who is located at our offices in Indianapolis, IN is at your disposal for any questions you may have regarding this response.

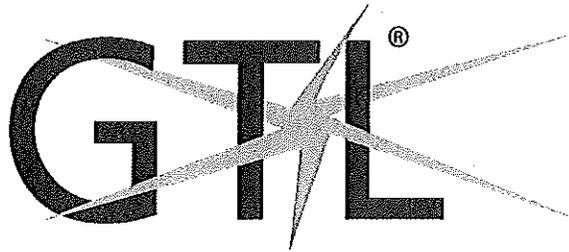
I want to convey that I am personally committed to partnering the Gwinnett County to provide the inmates, inmate friends and family members, the customer service and investigative services it needs to fulfill its mission, while simultaneously exceeding the County's goals.

We look forward to working with Gwinnett County on this important contract.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey B. Haidinger', written over a white background.

Jeffrey B. Haidinger  
President - Services, Global Tel\*Link



**GLOBAL TEL\*LINK'S**

**RESPONSE TO  
GWINNETT COUNTY, GA**

**RFP RP034-11  
PROVISION OF INMATE COINLESS PHONE  
EQUIPMENT AT THE GWINNETT COUNTY  
CORRECTIONAL COMPLEX**

**November 28, 2011 2:50 p.m.**

---

**Submitted by:**

**Global Tel\*Link**



**2609 Cameron Street**



**Mobile, Alabama 36607**

**Contact:**

**Doug Bundy**

**Account Executive**

**Telephone: 678-488-0515**

**E-Mail: [Doug.Bundy@gtl.net](mailto:Doug.Bundy@gtl.net)**

**OR**

**Rae Pearson**

**RFP Director**

**Telephone: 317-558-3151**

**Fax: 317-558-3152**

**E-Mail: [rpearson@gtl.net](mailto:rpearson@gtl.net)**



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## **Executive Summary**



## Executive Summary

Global Tel\*Link ("GTL") is pleased to respond to Gwinnett County's RP034-11 for an Inmate Coinless Phone Equipment at the Gwinnett County Correctional Complex.

# 1

### Solution

One Contact

One Network

One Maintenance Force

One Experienced Team

One Comprehensive  
Solution

As the current service provider, **GTL is proposing an upgrade to our newest technology via the installation of our Focus System.** We also believe our response clearly demonstrates an understanding of Gwinnett County's objectives, with solutions to help the County execute its vision. GTL abides by the three principles of a good business relationship: communication, cooperation, and trust.

**Communication:** GTL provides a locally based onsite repair team. We will continue supporting our Correctional Complex service with system technician, Ray Cruse, who operates from an office at the Gwinnett County Detention Center in support of our contracted service at that facility. GTL also provides full time online service administrative technicians within specified timeframes, 24/7/365 online support, automatic diagnostics, key support and management from field support, account management, and GTL's 29 year history of inmate telecommunications support.

**Cooperation:** GTL has listened to the concerns of Gwinnett County and will continue to do so for the duration of the contract. GTL will conduct regularly scheduled meetings with County personnel to review the overall performance and status of the account. We are there for our clients and customers.

**Trust:** No other company throughout the history of the inmate telephone industry has remained consistent in growth and expansion than GTL. This provides trust to our customers that they are never left behind with old technology throughout the duration of the contract. This trust is evidenced by the fact that over 51% of the nation's counties and DOC inmate population trust their business with GTL. Given the County's history of maintaining long term relationships with their vendor coupled with GTL's successful history of providing reliable services throughout the State of Georgia and the country, Gwinnett County will benefit from our commitment to its objectives.

It is our goal to meet and exceed Gwinnett County's economic, technical, and operational requirements—today and in the future, and to also establish a working partnership that furthers the aims and goals of Gwinnett County. This Executive Summary provides an overview of our proposal, our approach and, more importantly, demonstrates our understanding of the County's need for a comprehensive Inmate Telephone System. GTL embraces this goal by providing state of the art, highly reliable inmate telecommunications. As the quality and service improves, it increases inmate morale, decreases complaints, and leads to more opportunity for County personnel to conduct their duty to maintain public safety.

- Atlanta area GTL customers include County Jails in Gwinnett, Dekalb, Fulton and Cobb counties.
- GTL is the current service provider for the GA DOC and has a significant Georgia Presence in County Jails and Local Corrections facilities
- Over 50% of all inmates in Georgia are serviced by GTL managed systems

Summarily, GTL will:

- Offer flexible rate and commission packages that balance the need for a consistent revenue stream for Gwinnett County while providing affordable rates for inmates and their families.
- Provide technological safeguards to protect crime victims and assist in the prevention of criminal activity in and outside the jail.
- Provide a highly reliable and secure calling service for inmates and their families.
- Provide high quality customer service to address the needs of inmates and their families via a fully staffed domestic call center.
- Provide Gwinnett County staff with information and investigative data to fulfill their requirements and objectives.
- Provide consistent, reliable technical service and repairs to maintain uninterrupted communications between inmates and families.



## EVOLUTIONARY LEADING EDGE SOLUTIONS

### Did you know?

*GTL has successfully converted over 15,000 inmate telephones from 57 former vendors' platforms/customers since 2006. GTL is the leader and transition specialist for large Correctional facility contracts.*

GTL offers Gwinnett County a solution that combines a high quality, user-friendly, inmate call processing system and the industry's most trusted communications network. It has been our experience that a system with ease-of-use features, becomes a highly integrated part of an inmate housing facility's investigative tools creating a strong partnership and commitment to growth and expansion.

At **NO COST** to you, GTL offers a solution that includes the **technical products and services** required by the RFP's Scope of Work, with options for future expansion, including:

- ✓ Inmate and public telephonic systems
- ✓ Local, intraLATA, InterLATA, and interstate calling services facilitated entirely by an automated operator
- ✓ Collect and prepay call choices, making calls to cell phones an option
- ✓ Out-going calls only
- ✓ Extensive call controls, including call blocking
- ✓ Call recording and monitoring capabilities
- ✓ On-line storage of call recordings
- ✓ Detailed call traffic and revenue reports
- ✓ System administration tools and reports
  - ✓ Investigative tools and reports
  - ✓ The ability to audit GTL's call records and revenue at any time via our system, enabling your staff to ensure the commissions being paid are consistent with the proposed offer.
- ✓ Detailed archive storage of call and administrative data
- ✓ A complete implementation plan

*With strategic focus on managing costs and improving service, Global Tel\*Link is the company many large organizations trust for inmate calling services.*

*For over 29 years, Global Tel\*Link has provided inmate calling services and solutions for over 300 major customers nationwide.*

*Each day we process over 2,000,000 inmate telephone calls and manage daily more than 77,000 separate phones.*

*Our extensive knowledge of inmate services, practices, regulations and processes distinguishes us from other inmate providers.*

- ✓ System training for authorized facility personnel on a regular basis to support staff turnover
- ✓ A complete system maintenance and support plan
- ✓ Technical support (24 hours a day, 365 days a year)
- ✓ Billing customer support

It is important to understand that GTL will be completely responsible for each of its team members every step of the way. Other proposals may include subcontractors that are 'stove piped' to an aggregator. On paper, this may appear to be acceptable, but in reality it lacks the cohesiveness and true integration found in GTL's approach with a dedicated and exclusive relationship with onsite subcontractors.

### ★ LONG-TENURED SERVICE PROVIDER

Global Tel\*Link has been providing inmate telephone systems throughout the United States since 1989, with the sole focus of providing exceptional telecommunications service to correctional facilities. Our record of performance within the industry is a testament to our ability to successfully integrate the requirements of Gwinnett County.

Our decades of service have produced a management team with unparalleled experience managing complex state Office of Corrections programs nationwide, such as those of California, Tennessee, Louisiana, Massachusetts, Ohio and West Virginia, to name a few. In fact, as the market leader, **30 of 50 state DOCs, including Georgia DOC, trust their business** with GTL. State and Local customers have demonstrated appreciation for GTL's time-honored excellence by renewing their GTL contracts and re-awarding contracts to GTL following the expiration of previous agreements.

Our successful track record is a direct byproduct of focusing on customer requirements, listening to our individual customers' recommendations for improvement and working together toward a common goal that meets their specific needs. GTL is the logical choice for Gwinnett County to execute its vision for a high quality inmate telephone system. Our customer references and list of current contracts included with our response demonstrate our experience and tenure providing comprehensive solutions for the most demanding customers throughout the country.

### ★ UNSURPASSED TRANSITION PLAN EXPERIENCE

GTL has successfully transitioned over 15,000 inmate telephones from other vendor platforms/customer to GTL since 2006. No one has more know-how to seamlessly convert all types of platforms to GTL. GTL's Focus Inmate Telephone System Implementation Plan takes into consideration the County's objective of completing the implementation within the set timeframe. Equally as important as the timeline is the ability to minimize the "change factor" on all constituents of GTL's offering including:

**GTL Exclusively Utilizes Domestic Call Centers**  
All call center operations are located in Alabama and Florida.

Daily Operations: How will GTL's implementation plan minimize disruption on the day to day operations and staff members?

Data Protection: How will GTL safeguard existing recorded conversations? How will GTL establish PIN and Allowed lists for the current inmates to effect a seamless transition?

Gwinnett Correctional Complex Staff & Inmate Training: How will GTL provide effective and comprehensive training to staff members and inmates on the use of the Focus software and capabilities of the platform?

Friends & Family: How will GTL communicate the benefits of our solution and provide high quality customer service to recipients of inmate telephone calls?

We have provided comprehensive detail outlining our plans to smoothly and seamlessly transition all constituents to our Focus System.



### **GTL EXCEEDS GWINNETT COUNTY'S EXPECTATIONS**

- **Throughout our proposal** we have carefully answered each of the technical questions; providing details as needed to explain how Focus meets and, in many cases exceeds, the RFP requirements.
- GTL proposes our **Off-Site Centralized platform** to accommodate the requirements of Gwinnett County. Should the Correctional Complex expand with additional facilities in the future, GTL's Focus system allows all sites to be networked, providing centralized recording of voice and call detail records.
- GTL exceeds your call data storage requirements and will **store all call recordings and call detail records for the life of this contract.**
- GTL's system at the Correctional Complex will be monitored from **central, on-site workstation.** The on-site Focus workstation will provide Correctional Complex staff the ability to live monitor, record and store phone calls for inmate telephones at any current or future facility expansions. GTL can also provide for off-site monitoring capability using remote PCs which have the same capabilities as the on-site workstations.
- Language options that are tailored to the diverse inmate population with options such as English and Spanish. Focus is able to create dialogue options of up to ten languages.



### **COMPETITIVE RATES AND RESPONSIVENESS**

GTL's rates often match or exceed competitive systems that offer far fewer capabilities. GTL has proposed balanced offers that reflect our commitment to building a strong working partnership. GTL is committed to maintaining affordable rates for Gwinnett County throughout the life of the contract.

The value of our technology and service can be measured far beyond the rates offered to Gwinnett County. For example, our customers have reported that costly trials are frequently avoided when Focus call evidence, protected by a security envelope that verifies authenticity, is presented early in criminal cases. GTL's reliable system has been notably responsible for helping solve very high profile cases utilizing our investigative tools and user friendly system. Given GTL's ubiquitous presence in Georgia, the sharing of

information amongst GTL sites is becoming more desired in assisting investigations that involve multiple law enforcement entities. Since value should also be measured with time savings and reduction in staff overtime, we ask that you consider the monetary value of the system you choose beyond the quoted commissions alone.

## ECONOMIC BENEFITS FOR THE CONSUMERS

GTL will deliver innovative solutions to Gwinnett County and affordable pricing plans to consumers. We are fully committed to earning the privilege to add the County to our long list of satisfied customers, and our plan to offer long-term economic benefits.

Given today's proliferation of cell phones and the growing discontinuation of land lines, GTL's advanced technology has proven successful in keeping up with the growing demand of pre-paid calling features. GTL's offerings of prepaid calling with inmate debit and AdvancePay help Gwinnett County by attaining revenues that may not be realized with other vendors.

GTL's innovative and convenient inmate calling options provide many opportunities for friends and family members to speak with the inmates, including:

- Extensive collect calling billing arrangements with the ILEC (independent local exchange carriers) in Georgia, and a significant list of LECS (local exchange carriers) and CLECs (competitive local exchange carriers) throughout the State.
- GTL's Advance Pay plan permits the called party to set up a prepaid account immediately and enables the call-in-progress to be completed upon account set up, thus turning what would have been a failed call into a completed call. GTL accepts a wide variety of convenient payment methods, including VISA, MasterCard, Western Union, SpeedPay, cashier's check and money order.
- Scheduled enhancements for the prepaid program which will permit the called party to set up a prepaid account immediately via our website or automated IVR, enabling the call-in-progress to be completed upon account set up, thus turning what would have been a failed call into a completed call. GTL accepts a wide variety of convenient payment methods, including VISA, MasterCard, cashier's check and money orders.
- Debit Calling allows inmates to supplement their collect calls with an option to pay for their own telephone calls.
- Providing options for the inmate to utilize his unused prepaid card on the outside, eliminating any refunds of any kind by your personnel.



## DEDICATED AND EXPERIENCED PROJECT MANAGEMENT TEAM

Our project management team understands the mission and day-to-day operational objectives of Gwinnett County like no other project team. Under the direction of **Philip Jones, Director of Southeastern Field Services**, GTL will provide operational oversight to this project. Philip has over 20 years in various aspects of telecommunications, including contract management of both federal and state telecommunications contracts assuring contract compliance.

**Raymond Moncrief, Field Service Manager** for Gwinnett County, is based in Georgia and has over 15 years experience within the inmate telephone service business supporting both local agencies and large state DOC projects including the Georgia DOC. His extensive experience and comprehensive knowledge of inmate telephone system features make him an invaluable resource for this project.

Raymond's experience, along with GTL's proven program management and implementation processes will ensure the smooth implementation of our proposed solutions with minimal impact to ongoing operations. He will work closely with **Implementation Manager, Tim Lowe**, to coordinate and lead all aspects of the transition to our Focus System.

For the duration of the contract, Raymond will also work closely with the GTL Site Administrator Ray Cruse to ensure smooth day-to-day operations. The GTL network of coverage by experienced and vetted personnel ensures smooth transition, clear lines of responsibility and authority, and responsiveness for Gwinnett County.



## INDUSTRY LEADING ACCOUNT TEAM

GTL's outstanding team of dedicated personnel will support Gwinnett County for the implementation and ongoing operations of its inmate phone system. This team is among the most experienced and qualified in the marketplace today. All of the team members have supported similar projects or services for many years including:

**Doug Bundy, Account Manager**, based in Watkinsville Georgia, is the primary point of contact and liaison for Gwinnett County. He has over 26 years telecommunications experience and over 15 years in inmate telephone system product management, operations and sales including account management for Georgia DOC and many other Georgia counties.

GTL's proposal also includes a full range of corporate support for Gwinnett County. Our support includes the resources of more than 500 knowledgeable and skilled GTL employees around the country and the "know-how" gained from over 29 years experience in the inmate telecommunications industry.



## DOMESTIC CUSTOMER SERVICE CENTER

GTL is committed to continuously improving the customer satisfaction experience. We will improve customer satisfaction through the following actions:

- **Domestically-Located Customer Service Office** with focused oversight and control that enhances the customer service experience with GTL.
- Customer Service Representatives trained to meet the daily needs of customers quickly and efficiently – minimizing the amount of time spent online with our service representatives.
- A simplified domestic rate structure, which permits representatives to handle customer needs more efficiently.



## GLOBAL TEL\*LINK'S STABILITY AND COMMITMENT

As the clear market leader, GTL is a financially sound and secure company with the resources to fully support this account. GTL has a favorable balance sheet coupled with solid operating discipline, which provides GTL with the financial wherewithal to make the investment in Gwinnett County during the implementation and for the duration of the contract for the significant commission stream. Our strong financial position was built on the foundation of trust engendered by our customer relationships and our solid business management principles. That customers have placed great confidence in GTL's service provision is evidenced by the existence of long-standing contracts and the generous extent of GTL's market leadership in the inmate services market.

It is vitally important for you to select a partner with a strong financial position, one that can make the substantial investment for full deployment of an inmate telephone proposal, technology upgrades and then provide the long-term financial capability to sustain the relationship over the life of the contract. Carefully studying the financial statements of all vendors will prove that GTL has the financial capabilities to ensure the long term success in this industry.

Given the anticipated revenues generated by this contract, the County needs to place its trust in a large, respected company that has the financial stability and wherewithal to excel in the performance of its obligations and in the delivery of the highest quality services over the next five to ten years.

GTL acts upon customer's feedback by developing new technology during the duration of the contract based on specific needs for customers. Given the commonalities of running jails, all our customer base benefits from requests made from other facilities. It is in the County's best interest to ensure that what is proposed in all vendor responses is met with confidence that what is promised can and will be delivered. The award should be consistent with the RFP requirements.

**Did You Know? Buyer Beware!**

*Company claims of 'no fees' or 'higher commissions' may not be as honest as you think.*

*Make sure commissions are based on gross revenue and not 'net revenue,' that commission percentages don't diminish depending on what type of call is made, and always check to see what is charged back to family and friends.*

*While it may seem like fees have disappeared or that a large commission percentage is available, vendors not adhering to principles of transparency will always recoup the lost revenue elsewhere.*

## Summary

GTL appreciates this opportunity to present **one comprehensive solution** for your inmate telephone service requirements. We are confident that this solution will meet Gwinnett County's goals and objectives in selecting the best and most stable company for their telecom needs; a company that has the financials to continue supporting our solution for the contract's duration. GTL's partnership with the Gwinnett County Correctional Complex began in 2007 and we look forward to continuing this relationship in the future.

The collective and individual experience implementing and operating inmate systems in Georgia, at many state DOCs, and at other facilities on a nationwide-basis proves our ability and skill in the delivery of services the County is seeking, including our ability to meet, and often exceed, the business, functional and technical requirements as defined in the RFP. We understand the criteria for a successful program:

- Competitive Commissions
- Dedicated and Experienced Customer Service for Gwinnett County, the Inmates at the County Correctional Complex and all Called Parties.
- Redundant and Scalable Architecture Design that Will Support Future Enhancements and Expansions
- Mass Storage Recording Devices for Near Real-Time Access to Recordings for Investigators
- Enhanced Investigative Tools

**GTL adheres to same principles of Gwinnett County which creates the successful business partnership:**

**Professionalism** – GTL's track record of success is measured in our longevity and class of personnel renowned in the industry for expertise and workmanship.

**Accountability** – Commitment to a network of support and service, onsite and online. Accessible management, quarterly meetings and responsibility to the equipment and system for its timely installation and upkeep.

**Integrity** – GTL is a transparent company. There are no hidden fees, we promote small business relationships, and have domestic customer service representation for inmates and their families.

**Trust** – GTL is honest in its work, commissions, and responsibilities. Gwinnett County will receive honest assessments, knowledgeable staff, training, and the guarantee of GTL equipment and service.

**Commitment** – Our development, research, and upfront costs of Gwinnett County's IVR system, custom design, and upkeep demonstrates GTL's commitment to a long business partnership.



Gwinnett County is dedicated to promoting the local economy and contributing to the success of our businesses and citizens. We are interested in doing business with vendors that have a positive local impact and support this mission. As outlined in the Proposal Submission Instructions, vendors should submit a one-page informational narrative describing their firms' contributions to the local economy.

**GTL Response:** GTL understands and complies.

GTL employs two local maintenance technicians that reside in Gwinnett County, Mr. Ray Cruse and Mr. DiAndre Ward.

As a leader in inmate telecommunications and offender management for the Corrections Industry, GTL takes its involvement in the Corrections Community very seriously. We support correctional industry organizations with monetary contributions and participation in various law enforcement and industry-related fund-raising events. GTL participates as a corporate member in the three largest law enforcement associations in the country.

- National Sheriff's Association (Corporate Member)
- American Jail Association (Corporate Member)
- American Correctional Association (Corporate Member)

For the betterment of Georgia communities, GTL supports the Georgia Sheriff's Association (*one of 62 State-level correctional organizations* to which GTL participates as a corporate member). GTL will partner with the Gwinnett County Sheriff's Office in seeking ways to help assist in charitable initiatives.

GTL is also a proud sponsor of the Correctional Peace Officer's Foundation. This foundation is a national non-profit charity that has as its primary mission to preserve and support the surviving families of Correctional Officers who lose their lives in the pursuit of their job.

GTL is committed to ensuring equal opportunities for firms regardless of race, color, religion, national origin, gender, age, disability or sexual orientation. To the degree additional products or services are required throughout the term of the contract; GTL will look for opportunities to join with Gwinnett County in reinvestment in local communities.



## **A. Introduction and Scope**



**A. INTRODUCTION AND SCOPE**

Gwinnett County is requesting competitive sealed proposals for the provision of Coin Payphone and Inmate Coinless Telephone Equipment at the Gwinnett County Comprehensive Correctional Complex (GCCCC) located at 750 Hi Hope Road Lawrenceville, Georgia 30043. The Gwinnett County Department of Corrections will evaluate all proposals submitted (along with the Proposal Evaluation Team) and will determine the firm selected to provide equipment to the Gwinnett County Comprehensive Correctional Complex.

**GTL Response:** GTL has read and understands.

Any or all statements made in submitted proposals for equipment and services, or in brochures or appendixes, will be considered a part of the contract. All questions posed in every section of this RFP must be answered with specific line item responses. Vague statements such as, "All reasonable efforts to provide maintenance", etc. must be avoided. Failure to address any of the requirements may result in the rejection of the entire proposal or a lower score.

**GTL Response:** GTL understands and complies.

Specific questions regarding system features, pricing, and other details are posed. Your proposal must include the answers to these questions. If you wish to include additional system enhancements please provide detailed information on function and pricing separately from the requested system pricing.

**GTL Response:** GTL understands and complies.

All systems and sub-systems proposed must be available for inspection and demonstration at the time your proposals are submitted.

**GTL Response:** GTL understands and complies.

Our proposed FOCUS Inmate Phone System (IPS) is widely deployed, and the system, sub-system, and all proposed features can be demonstrated immediately.

The system/feature reviews will take place when the firm is selected so that system and feature programming details are specific to the system selected.

**GTL Response:** GTL understands and complies.



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Proposing firms may be required to demonstrate any or all of the system features prior to the final selection. Please indicate in your proposal the nearest location where a demonstration can be scheduled.

**GTL Response:** GTL understands and complies.

GTL will gladly provide a demonstration of our proposed IPS system at the Fulton County Jail or other of several facilities close to Gwinnett County.



## **B. Facility Information**



**B. FACILITY INFORMATION**

The Gwinnett County Comprehensive Correctional Complex was opened in September of 2002. It houses two different populations - Inmates and Work Release Residents.

**GTL Response:** GTL has read and understands.

GTL is proposing an Inmate Phone System (IPS) along with coin pay phones that will service both populations.

A maximum population of 512 male inmates is possible in GCCCC. These inmates are separated into 8 dormitories of 64-inmates each. Inmates are under 24-hour confinement however they are required to work an 8-hour day, 5-days per week. The inmate population is approximately 29% county sentenced and 71% state sentenced. As a rule, the state sentenced inmates are NOT incarcerated in the area of where they committed their crimes.

**GTL Response:** GTL has read and understands.

Inmate telephones are operational from 3:00 p.m. to 11:00 p.m. Monday through Friday and from 7:00 a.m. to 11:00 p.m. Saturday, Sunday and all Gwinnett County holidays (New Years Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day).

**GTL Response:** GTL has read and understands.

GTL describes in next (General Specifications) section how the proposed Inmate Phone System (IPS) provides a fully customizable software control of the operating hours of the phones.

Each dormitory houses a maximum of 64 inmates who must share 8 telephones. Each inmate is assigned a unique PIN number upon arrival and is allowed a maximum of twelve (12) phone numbers that he may call at any given time. Inmates are limited to 15-minutes per phone call.

**GTL Response:** GTL has read and understands.

GTL describes in next (General Specifications) section how the proposed IPS provides via software controls:

- PIN managed on per-inmate basis.
- Limitation of called numbers by any inmate (identified by PIN) to no more than 12 active 'approved' numbers at any time.
- Limitation of phone call duration to 15 minutes.



The Work Release Center houses non-violent offenders who maintain employment in the public sector while living at the GCCCC. A maximum population of 288 Work Release Residents is possible in GCCCC. Six dormitories housing as many as 48-Residents per dorm are available for use. One dormitory is used exclusively for females. Currently, six (6) pay telephones are available in each dormitory with 4 additional phones located at the entrance to the facility. Phones in the dormitories are available to the residents from 5:00 a.m. to 11:00 p.m. every day. Cell phones, calling cards and '800' number calls are not allowed inside the facility.

**GTL Response:** GTL has read and understands.

GTL describes in next (General Specifications) section how the proposed IPS prevents inmate phones to be used for calling card and '800' number calls.

Average population statistics for the facility are as follows:

Average Inmate Population 2011	Inmates		Work Release Residents
	State	County	
January	126.5	211.5	76.2
February	127.0	225.2	80.8
March	127.6	223.7	87.6
April	128.4	225.8	89.3
May	127.1	225.7	97.9
June	126.3	216.3	105.4
July	127.3	210.9	109.7
August	127.6	190.5	106.6
<b>Monthly Average</b>	<b>127.2</b>	<b>216.2</b>	<b>94.2</b>

From January 2011 through August 2011, under its current service provider, Gwinnett County has received an average of \$7,987 per month in coinless phone commissions and \$929 per month in coin phone commissions.



**TOTAL CALLS**

Month	Calls	Minutes	Total Commission
January	6,950	91,093	\$ 7,340.32
February	8,082	103,027	\$ 9,630.64
March	7,339	96,502	\$ 8,895.62
April	8,622	113,931	\$10,609.17
May	8,279	110,110	\$10,281.16
June	7,478	97,437	\$ 8,410.19
July	8,576	114,476	\$ 8,775.78
August	7,501	98,967	\$ 7,393.65
<b>Total</b>	<b>62,827</b>	<b>825,543</b>	<b>\$71,336.53</b>

FY 2011 specific call information for coinless phones is as follow:

Month	LOCAL Calls		INTERLATA Calls		INTERSTATE		Total Commission
	Minutes	Minutes	Minutes	Minutes	Calls	Minutes	
Jan	3,190	42,841	500	5,565	81	793	\$ 6,398.52
Feb	4,452	59,406	695	7,774	83	879	\$ 8,798.42
Mar	3,956	52,027	601	6,876	118	1,238	\$ 8,104.29
April	4,822	62,775	700	8,556	132	1,476	\$ 9,764.74
May	4,849	64,160	688	8,630	94	950	\$ 9,483.73
June	3,900	50,629	516	6,570	93	835	\$ 7,525.37
July	4,056	52,615	500	6,344	70	568	\$ 7,558.33
Aug	3,348	42,933	378	4,715	61	520	\$ 6,269.29
<b>Total Average</b>		<b>427,386</b>		<b>55,030</b>		<b>7,259</b>	<b>\$ 63,902.69 \$ 7,987.84</b>

FY 2011 specific call information for coin payphones is as follows:

Month	Minutes	Commission
January	41,894	\$ 941.80
February	34,968	\$ 832.22
March	36,361	\$ 791.33
April	41,124	\$ 844.43
May	36,370	\$ 797.43
June	39,403	\$ 884.82
July	54,949	\$1,217.44
August	50,799	\$1,124.36
<b>Total Average</b>	<b>335,868</b>	<b>\$7,433.83 \$ 929.23</b>



**GTL** Response: GTL has read and understands.



## **C. GENERAL SPECIFICATIONS**



**C. GENERAL SPECIFICATIONS**

Individuals, firms and business seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications, regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

1. Cable/Wiring: All station wiring is in place. Any additional wiring required to complete the installation will be the responsibility of the service provider and shall conform to Gwinnett County Information Technology Telecom standards and specifications.

**GTL Response:** GTL understands and complies.

GTL professionally installs all conduit and wiring connections with utmost security in mind and which will prevent any inmate vandalism, tampering, or damage to the wiring or its connections to the telephones. Any required additional wiring will be professionally installed, marked, dressed, and in full compliance with Gwinnett County Information Technology Telecom standards and specifications. GTL will test and certify all wiring (existing and new). All cabling/wiring installed by GTL will be at no cost to the County.

2. Peripheral Equipment: Gwinnett County retains the right to arrange for separate procurement of equipment such as station equipment, PC computers, printers, UPS, and cable.

**GTL Response:** GTL understands and complies.

Under these circumstances, GTL will supply the County with advice on specifications as applicable for County-purchased equipment.

3. The work to be provided shall include the furnishing of all labor, materials, equipment and services necessary, or reasonably incidental, to the installation of one complete and operating system and/or service. It shall be the responsibility of the proposer to furnish a working system that meets all the requirements stated in this proposal request. All hardware and software needed to meet the minimum system requirements must be included in your proposed system.

**GTL Response:** GTL understands and complies.

GTL is proposing a turn-key Inmate Phone System. GTL provides all of the necessary personnel, supervision, infrastructure, all hardware, software, equipment, installation, operation, maintenance, support, materials, supplies, transportation and services, and any other



equipment or services that are necessary for, or incidental to, providing a functional, secure, administered, and managed IPS for the County.

4. Electrical power connections required for all communication equipment installed will be provided by Gwinnett County and should not be included in your quote. Any non-standard outlets required by the proposer shall be identified in his proposal. Proposer shall also include in his proposal a list of the type of electrical connections required by his system.

**GTL Response:** GTL understands and complies.

GTL's proposed IPS does not require any non-standard electrical power connections. The system will require only one pair (A+B) 15A NEMA 5-15 outlets.

5. Proposer shall be responsible for any damage to the floor, walls, ceiling tiles, etc., which is caused by his personnel or equipment, during the installation and is also responsible for the removal of all of his debris. This will include all subcontractors, if any, hired by the firm to work on Gwinnett County's premises.

**GTL Response:** GTL understands and complies.

GTL installation practices are designed to avoid any damage the County premises. However, should any damage be inflicted by our personnel, GTL will repair all damages at no cost to the County. GTL removes all debris after installation.

6. All equipment installed shall be firmly held in place by fastenings and/or supports that are sufficient to support their loads with an ample safety factor.

**GTL Response:** GTL understands and complies.

The FOCUS equipment in the GCCC might be mounted in a mini-rack on the floor or wall-mounted on a plywood backing. In either case, the equipment will be securely fastened such to withstand minor earthquake.

7. Distribution terminals, power supplies, etc., shall be installed in protected areas or areas approved by the Gwinnett County Corrections Department.

**GTL Response:** GTL understands and complies.

8. Gwinnett County shall provide the following:
  - a. Power and light required to complete the installation of the equipment.



- b. Adequate foundation below bases and floors to maintain the weight of the equipment.
- c. Adequate workspace to accommodate the installation of the proposed system.
- d. Access to all premises as required for installation of the proposed system.

**GTL Response:** GTL has read and understands.

Items a – d fulfill all requirements for the installation of our proposed IPS.

- 9. The work shall be available for inspection at any time by representatives of Gwinnett County. All materials and work not conforming to our specifications shall be subject to rejection. All rejected work or materials shall be immediately reinstalled to conform to the specifications at no additional cost.

**GTL Response:** GTL understands and complies.

It should be noted that GTL uses quality installation practices to ensure work is performed properly and within specifications. Checklists are employed for each phase of the installation; examples of these checklists are provided below.

Facility Pre-Installation Work			
Tests and Checks Performed	Checked ✓	Tech's Initials	Date
Check – Station Blocks Mounted.			
Check – All inmate housings (stations) are in place and operational.			
Check – Create and/or verify Station ID list with Punch down documents. Punch down document. (Be ready to punch the stations in this order.)			
Check – TI's are in place and operational. Smart jack(s) or cable(s) located at or near where FOCUS equipment will reside.			
Check – Proper power outlets supplied – floor space adequate, environmental requirements met.			
Check – Network connection in place for FOCUS platform			
Check – Network connection in place for FOCUS Workstations.			
Check – Data Circuits in place for remote downloading. Line tested and labeled.			
<b>SIGNATURE BLOCK</b>			
GTL FSE	X		Date
GTL Project Mgr.	X		Date
GTL Project Mgr.	X		Date



Physical Set-up Checklist			
Tests and Checks Performed	Checked ✓	Tech's Initials	Date
Check – UPS is fully charged and operational. (plugged in)			
Check all FOCUS Equipment for Damage.			
Check – Cabling from FOCUS to Blocks to IAD is adequate.			
Check – All cables labeled and properly secured.			
Check – Set up FOCUS workstation in predetermined location. Connect all peripherals and all cables labeled and properly secured.			
SIGNATURE BLOCK			
GTL FSE	X	Date	
GTL Project Mgr.	X	Date	
GTL Project Mgr.	X	Date	

Power Up Checklist			
Tests and Checks Performed	Checked ✓	Tech's Initials	Date
Test – FOCUS – Perform power-up test and confirm all machines start up correctly.			
Test – FOCUS UPS test (utilize UPS test switch and confirm system stays on)			
Test – Start up workstation and confirm proper startup and that network can be seen			
Test – FOCUS workstation – UPS test (utilize UPS test switch and confirm system stays on)			
SIGNATURE BLOCK			
GTL FSE	X	Date	
GTL Project Mgr.	X	Date	
GTL Project Mgr.	X	Date	

Software Check & Tests			
Tests and Checks Performed	Checked ✓	Tech's Initials	Date
Check – All computers for correct name and IP address. Check/Verify correct IP and Subnet Mask and Default Gateway.			
Check – All computers – Network properly installed and working			
Check – All system clocks are updated properly.			
Check – Controller – Verify the proper operation of the software modules on FOCUS platform			
Check – FOCUS – Configure or Verify Inmate Stations.			
Check – FOCUS and DNX or equivalent – Configure or Verify Trunk settings (T1)			
Check – FOCUS platform			
Test – Workstation – Test FOCUS, Text Scan, Remote Spy, Read-Writable CD ROM device, and print test page.			
Check – Facility Data Transfers.			
Test – Make test calls from station blocks.			
Check – Call Announcement Scripting			
SIGNATURE BLOCK			
GTL FSE	X	Date	
GTL Project Mgr.	X	Date	
GTL Project Mgr.	X	Date	



FOCUS Cut-over/Acceptance Checklist			
Tests and Checks Performed	Checked ✓	Tech's Initials	Date
Re-verify system functionality by performing a few test calls.			
Perform Station cross connect punch work – verify stations are operational.			
Test – Restart and confirm all modules start			
Test – Make test call from each station, verify voice prompts and dial test number.			
Test – FOCUS Workstation – Use Text Scan, lock a few files and attempt to retrieve them.			
Test – Call Search			
Check – Calls for proper start/stop, origination, destination, PIN numbers			
Check – Verify each type of call (Local, Intra-LATA, Inter-LATA, Inter State)			
Test – Perform live monitoring.			
Test – Printing reports to printer.			
SIGNATURE BLOCK			
GTL FSE	X	Date	
GTL Project Mgr.	X	Date	
GTL Project Mgr.	X	Date	

10. No changes shall be made, nor will bills for changes, alterations, modifications, deviations and extra orders be recognized or paid for except upon written order from the Gwinnett County Purchasing Division. All shipping costs must be in your proposal. No additional charges for shipping will be paid.

**GTL Response:** GTL understands and complies.

Note that all shipping charges are paid by GTL and there are no shipping charges to the County.

11. Proposer shall have the same competent installation supervisor available during entire installation.

**GTL Response:** GTL understands and complies.

GTL will make use of Mr. Ray Cruse, who is currently providing maintenance service to the County, for installation supervision. Mr. Cruse may be assisted by a FOCUS system product expert. Mr. Cruse and if applicable the assigned FOCUS system product expert will be on-site during the entire installation.

12. Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall require prior approval of Gwinnett County.

**GTL Response:** GTL understands and complies.



GTL encourages brochures, posters, and other hand-out materials to maximize knowledge to inmates and the public to the IPS services available. Any public information, written or verbal, including such promotional materials, will not be released until formally approved in writing by the County.

13. The proposer shall be required to provide an acceptance testing procedure for approval by the Gwinnett County Corrections Department. This procedure should provide for performance testing of the hardware and software to conform to the operational descriptions contained in the system documentation and your proposal. A normal testing and acceptance period of 30 days following the installation will be required before final acceptance of the system.

**GTL Response:** GTL understands and complies.

A baseline for the GTL FOCUS testing and acceptance plan is provided in document 100-5110-003 "FOCUS INMATE TELEPHONE SYSTEM - Implementation and Acceptance Test Plan (Baseline)" which is included in **ADDITIONAL INFORMATION EXHIBITS** section of this proposal, Tab A. Note that this document is only a baseline; the testing plan is customized for each customer as will be the case with the Gwinnett County Correctional Complex.

GTL recognizes that all testing and acceptance of the system must be completed in the 30 days following installation and must be successfully completed prior to final acceptance by the County.

14. All station equipment must be hearing aid compatible in accordance with the Telecommunications Act for the Disabled.

**GTL Response:** GTL understands and complies.

The station equipment provided by GTL (CT-410-SS) is hearing aid compatible and meets EIA-RS-504. GTL has also provided an amplification feature on every phone in the GCCC.

15. Documentation on all hardware, software, and operating instructions is to be provided and left on site upon completion.

**GTL Response:** GTL understands and complies.

GTL provides two primary operator's manuals for the FOCUS system.

**100-5095-004 Web ITS User Manual**

- oriented to system administration, call policy control functions, and report generation.

**100-5097-004 V-TRACK Investigator User Manual**



- oriented to investigation functions such as live call monitoring, search and playback of call recordings, and call record archiving to CD.

These manuals are supplemented by Quick Reference Guides that provide easy reference of the most used applications within the system. GTL will provide as many paper copies of the User's Manuals and Quick Reference Guides as requested by the County. These materials will also be supplied in electronic form on CD or USB drive.

16. User Training: The successful contractor must provide a system administration training schedule that will meet the satisfaction of Gwinnett County. Indicate your training schedule and training details in your proposal.

**GTL Response:** GTL understands and complies.

GTL's commitment to excellent service includes providing Introductory as well as regular, ongoing training for County personnel and facility staff.

### **Training on the GTL Inmate Telephone System**

GTL's trainer will be onsite the week of system installation to provide you with detailed introductory training on the inmate telephone system. This training typically occurs within a few days of cutover to the new system, and it is intended for all County investigators, site administrators, and any other facility staff who will be authorized to log into the system. GTL also offers remote training via the Internet if desired.

### **Introductory Training**

Introductory Training on the GTL Inmate Telephone System covers:

- GTL company information.
- GTL contact information.
- GTL escalation procedures.
- GTL services and software.

The trainer will discuss call process, calling types and collect call restrictions, as well as trouble ticket procedures. He will also present the GTL marketing materials that we leave behind for inmates and their loved ones, and he will take suggestions regarding the best display materials for your facility going forward.

### **User Training**

GTL provides three types of standard training for users of the system:



1. **Initial Turn-up Training:** This is training that is performed at approximately the time that service is transitioned to the GTL IPS, and is targeted to allow County staff to begin operational use of the system.
2. **Follow up Training:** This training takes place approximately 1 month after the GTL IPS has been placed in service. This can be a more in-depth training because by this time the County users are familiar with the software and they can start asking refined questions on how to streamline things. This can be performed by an on-site trainer or via a Web-Ex session.
3. **New Hire training:** This type of training to individual users can be provided for those rare situations in which a new County person has not received the required training from a departing employee.

The GTL training program is designed with the following goals in mind.

- Verify that general County personnel have an operational understanding of the IPS, as well as the calling options and rates available to inmates and their friends and family.
- Hands-on County personnel (system administrators, investigators, IT personnel) have an understanding of IPS functional tools and are able to use the tools to perform their job functions efficiently and effectively, with a minimum number of errors.
- Inmates understand how to use the IPS and understand the calling options, associated rates, and rules governing IPS use.
- Family members understand how to use the IPS and understand the calling options, associated rates, and enrollment tools available.
- IPS users understand how to report system trouble and understand whom to contact for assistance.

The curriculum is designed to cover the use and operation of the system from the inmate's perspective, basic system administration (call processing, blocks, etc.) as well as a targeted review of the system's many investigative tools (recording, monitoring, reporting, etc). Training will also cover general matters such as trouble reporting, resolution and escalation procedures. GTL will supply User's manuals (hard copy and/or CD ROM) containing workstation information, phone dialing instructions, and forms for tracking system changes in addition to standard training materials. Sufficient materials will be provided for the planned class size.

On-site training is conducted immediately upon the installation and system turn up at each facility. Training classes are customized to fit each facility's needs. The comprehensive training curriculum is described below. Whenever there are significant changes to the system brought about by a new system revision or software upgrades, training updates specific to the changes and a subset of the below will be provided by GTL to the County.



GTL FOCUS IPS TRAINING COURSE SUBJECTS	
Introduction	<ul style="list-style-type: none"> <li>• Overview of the IPS functions and features</li> </ul>
Workstation Access Control	<ul style="list-style-type: none"> <li>• Overview</li> <li>• User ID Management</li> <li>• Security Level Access Management</li> <li>• User Alerts</li> </ul>
System Administration	<ul style="list-style-type: none"> <li>• Overview</li> <li>• Class of Service Maintenance</li> <li>• Living Unit Maintenance</li> <li>• Telephone Location Maintenance</li> <li>• Facility Telephone Number Control</li> <li>• Block List Administration</li> <li>• Telephone List Update</li> <li>• Enable/Disable Telephones</li> <li>• Account Overview</li> <li>• Add a New Inmate Account</li> <li>• Update Inmate Information</li> <li>• Update Inmate Phone List</li> <li>• Transfer Inmate Between Facilities</li> </ul>
Reporting/Investigative Functions	<ul style="list-style-type: none"> <li>• View Calls in Progress</li> <li>• V-Alert – Monitoring</li> <li>• V-Alert – V-Alert Investigator Notification</li> <li>• General Reporting Capabilities Defining Report Parameters</li> <li>• Save &amp; Reprint Reports</li> <li>• Financial Reports</li> <li>• Maintenance Reports</li> <li>• Investigative Reports</li> <li>• Monthly Revenue Reports</li> <li>• Listening to Call Recordings</li> </ul>
Calling Process	<ul style="list-style-type: none"> <li>• Overview of the Call Process</li> <li>• Placing a Call</li> <li>• Dialing Instructions</li> <li>• Direct Dialed Calls</li> <li>• Collect Calls</li> <li>• Local Calls</li> <li>• International Calls (<i>if applicable</i>)</li> <li>• Call Results Announcements</li> </ul>
Calling Options, Rates, and Service Sign-Up	<ul style="list-style-type: none"> <li>• Calling Options Available</li> <li>• Rates Charged for each Call Type</li> <li>• Service Sign-Up</li> <li>• Customer Service</li> </ul>
Trouble Procedures	<ul style="list-style-type: none"> <li>• Trouble Identification</li> <li>• Reporting Contacts</li> <li>• GTL Troubleshooting Procedures</li> <li>• Emergency Procedures (shutdown and restart, etc.)</li> </ul>



GTL can segregate training sessions by administrative and investigative functions if required by the County, for the case where functional responsibilities are segregated to specific personnel.

#### **Sub-Training Types:**

1. **Administrative Training:** Concerns using the administrative interface to add/remove inmates, add/remove blocks and unblocks, run reports, deposit funds, etc.
2. **Investigative Training:** Concerns live monitor of calls, playing back previously recorded calls, building queries, and downloading calls to removable media.

17. Please provide a projected timetable required by your company to install the new system outlined from the date of a firm order. State your delivery/installation using number of calendar days.

**GTL Response:** GTL understands and complies.

A Gantt chart of the implementation project is provided in the **Additional Information Exhibits** section, tab B. The project starts with an assumed contract award date of **December 15, 2011**. This is an arbitrary estimated date, and of course the actual contract award date is at the discretion of the County. Given this contract award date, our schedule is for the new FOCUS system to be operational and having cleared L2 acceptance testing on **January 25, 2012**. The period of implementation is thus **41 calendar days**. Per the RFP requirements, the schedule includes a 30-day "Acceptance Validation" period prior to final acceptance by the County.

Our installation and changeover procedures are carefully designed to maximize efficiency of installation and minimize disruption of inmate telephone service. General phases of the implementation process include:

#### **Site Survey/Strategic Planning**

Upon award of a contract, GTL immediately arranges for thorough site surveys to be performed by our project team members. The team's evaluations are used to develop the basic plan for installation. At this time, all necessary material is ordered, manufacturing runs begin, and any unique software programming is undertaken.

#### **Planning Meetings**

GTL will hold a series of strategic planning meetings with the Implementation Manager and the designated representative(s) of the facility, or any other involved parties, to jointly address each and every aspect of the project. At these meetings, technical decisions are made, plans approved, installation schedules laid out, and testing, changeover, and acceptance issues addressed.



## Physical Installation

GTL installation personnel can install the necessary number of phones per day to facilitate an efficient cutover. The other project team members begin working with the facility administrators to gather and enter the inmate calling data for the facility being installed into the central FOCUS host located in GTL's Data Center.

## Changeover

Since GTL installs all FOCUS software in advance of bringing down the current system, and works closely with the local exchange company on scheduling changeover, "down time" is kept to an absolute minimum. We accomplish changeover on a one-to-one basis, phone by phone, so the telephone system itself is never completely down.

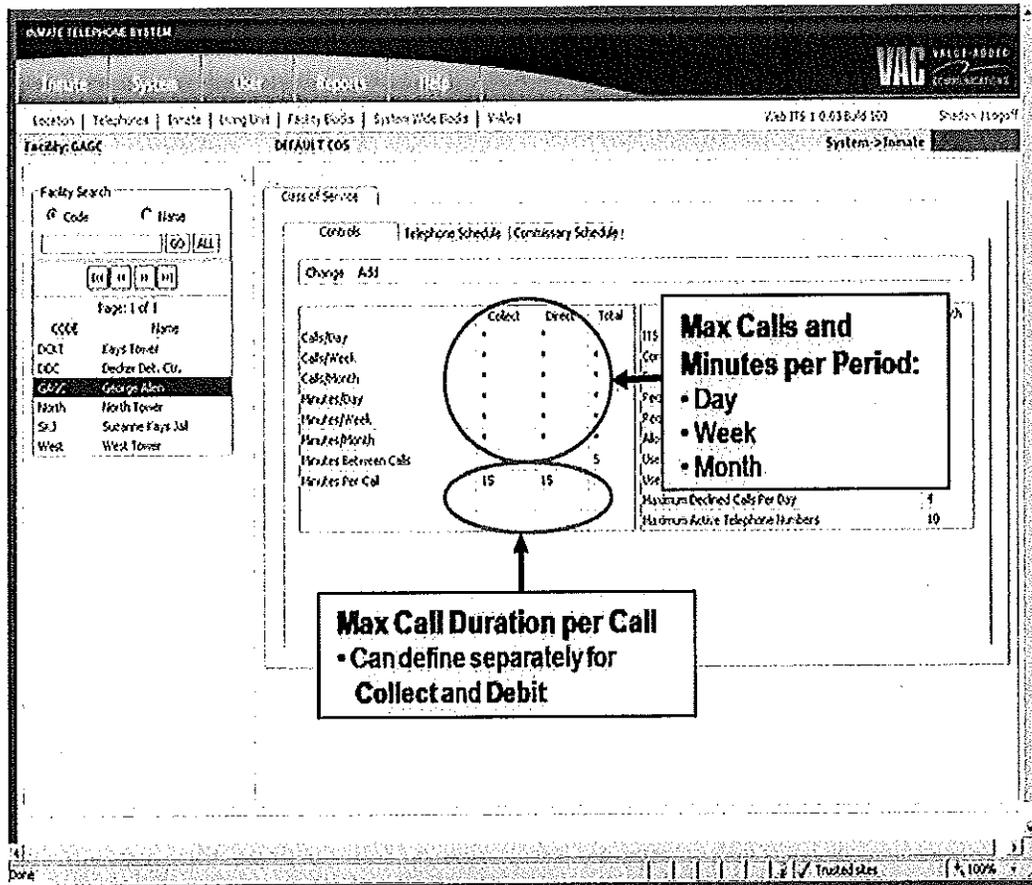
At the time of changeover, the inmate database for the facility is complete. The database contains all info from the existing inmate calling platform, including block list, attorney list, etc. to ensure that no data will be lost during the cutover process.

Following these procedures, it has been our experience that each inmate telephone will be down for less than two (2) hours.

18. A 15-minute time limit on calls has been established for inmates. No internal or external conference calls are allowed for inmates.

**GTL Response:** GTL understands and complies.

**Call Time Limit:** Maximum call duration is a FOCUS programmable "Class of Service" (COS) parameters. The maximum call time length can be defined (a) system-wide, (b) by individual inmate ID/PIN, by (c) by individual telephone, or (d) a designated bank of phones (e.g. cell block). GTL will configure the system-wide default to be 15 minutes. The assignment of time limits for the system-wide "default COS" is illustrated below.



### Class of Service - Call Duration Limit and Maximum Calls Controls

Note that County administrators can also establish multiple COS levels, which are variations from the system-wide time limit defaults, if so desired. Each COS can be assigned separate and distinct call length controls.

**Conference Calls (Internal / External):** Each inmate phone is wired directly the FOCUS Integrated Access Device units. The FOCUS system does not allow for inmate phone-initiated calls nor does it allow for any two inmate phone circuits to be joined (inmate-to-inmate call).

The FOCUS system is designed to isolate any attempt by the called party to bridge a call in-progress to a third party and set up an external conference call, commonly referred to as three-way calling. Upon detection of a three-way call, the system will disconnect the call (either immediately or after providing an explanatory message that a prohibited 3-way call attempt has been detected). The call will be flagged within the call detail records and made available for review in a report designed for this specific purpose ("Three-Way Call Detect").



GTL has a patent-pending (*US Patent Application 20050259809*) proprietary process that utilizes several system settings to detect 3-way calling. The process is active within the Federal Bureau of Prisons, several State Departments of Corrections, and numerous County facilities. The success rate of detection has been outstanding (> 95%) in each of these existing customers.

It should be noted that GTL's patented process of detecting 3-way call attempts is multi-layered and does not rely solely on audible clicks or other sounds but utilizes a variety of factors to detect 3-way attempts.

#### 19. FEATURES:

Gwinnett County desires the system you propose to have a full complement of "State of the Art" system features. The following features are desired and will be considered to be the **minimum** requirements of any system proposed.

- a. Automated Operator - state in your proposal if your system is fully automated, has voice response capability, etc.

**GTL Response:** GTL understands and complies.

All calls are processed using the FOCUS full-featured automated attendant function. All Instructions are clear and easy to understand in any supported language. At no time will inmates have access to a live operator.

The prompts are clear and are designed on the inmate side to facilitate easy and effective calling by the inmates, and on the called party side to foster clear understanding of the intent of the call, facilitate acceptance of the call, and prevent unwanted acceptance or fraud by inmates.

Whenever a phone goes off hook, the inmate immediately receives prompts on required inputs, such as PIN, and then prompts to actually place the call.

At the start of the call, the inmate can choose to have the automated operator prompts in English or Spanish.

#### **Prompts to the Called Party**

When the called party answers, the called party will hear a branding announcement that informs the called party:

- Call is from the Gwinnett County Corrections Complex.
- Recorded name of the inmate making the call.
- Instructions on how to accept the call, get a rate quote, reject the call and block the inmate, or other options as applicable via DTMF key press.

Note of course that the announcement can be tailored as desired by the County.



**Called Party: Accept the Call** - The FOCUS system requires **positive call acceptance**. The **FOCUS** system will not open the talk path from the inmate to called party or begin charging for the call until the acceptance digit is dialed by the called party. The FOCUS system recognizes standard network indicators of call progress including ringing, busy signals, and SIT tones. Answering machines, no voice from the called party, and operator intercepts will not result in call acceptance and charging.

**Called Party: Reject Just This Call** – Note that the call can be rejected “passively” as well as by entry of the “reject” digit. The FOCUS system will wait a configurable amount of seconds for the called party to indicate acceptance of the call or some other digit request (such as ‘8’ to hear the cost of the call). Once this period elapses, the called will be dropped and the inmate will be informed that the called party was not available.

**Called Party: Block All Future Calls from the Inmate** - If the called party dials the specific digit sequence (generally ‘7-7’) then the call will be disconnected and the inmate will be informed that the called party elected to no longer receive calls.

**Called Party: Cost of the Call** - If the called party dials ‘8’ (or other digit if desired), they will be connected to an automated message (same language as original prompts) that will quote the cost of the call based upon the dialed call type.

## Prompts for the Inmate

A summary of the prompts for the inmate follows.

- Prompt to enter PIN.
- *[If first call by this inmate PIN]* record the name to be used to play to called parties. This recorded name is saved in the system database and need only be entered on the 1st call by this PIN.
- *Optional:* “Call is proceeding” announcement repeated periodically during call setup.
- *Optional:* periodic “whisper” announcement during call informing that the call is being monitored and recorded.
- *Optional:* announcement at pre-defined interval before maximum call time is reached that call will be terminated in XX seconds.
- If the call is terminated by County administrative personnel or due to a prohibited action (such as a switch hook second dial tone attempt or an attempted 3-way call), a message that the call has been terminated and why.
- Failed call reason (see below).

If inmates are enabled to establish and maintain their own Approved Number Lists, then prompts are provided for requests to add or delete numbers.



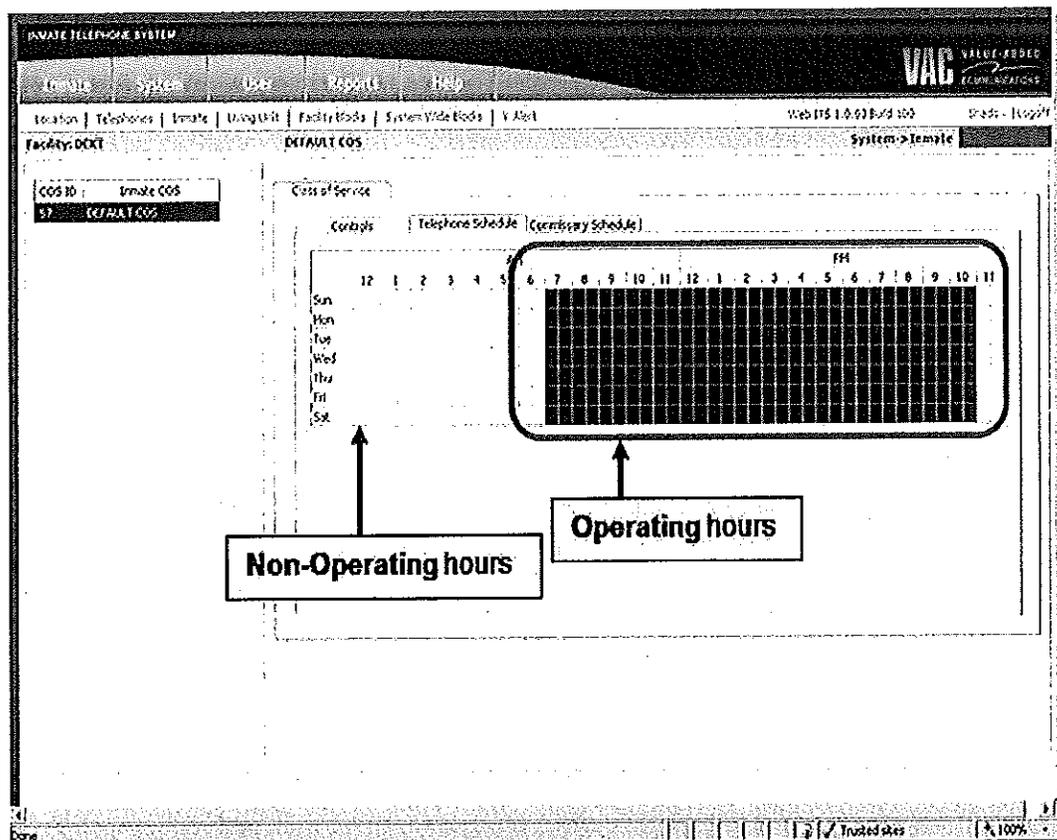
If the call attempt fails for any reason, the inmate is provided a cause code announcement. These announcements include:

- No answer.
- Called number busy.
- Number was blocked at the customer's request.
- All lines are busy (outgoing trunks).
- The phone is disabled.
- The phone number dialed is not allowed.
- Inmate PIN has another call already active.
- Exceeded the number of minutes allowed.
- Exceeded the number of calls allowed.

b. Automatically disconnects/reconnects all telephones at preset time (adjustable).

**GTL Response:** GTL understands and complies.

Telephone time of day access is a programmable *Class of Service* (COS) parameter. The default COS defines the telephone operating hours for the entire facility. The operation hours schedule can be customized for each day of the week. Separate holiday COS schedules may also be established in order to offer alternate calling schedules on these defined days. Once these schedules are established, calling is automatically controlled by the system. The interface for this control is illustrated below.



### Class of Service - Calling Operating Hours

County administrators can also establish alternate COS definitions, which are variations from the facility-wide calling schedule defaults, if so desired. Each COS can be assigned separate and distinct calling schedule controls. These variations are saved and can be defined as exceptions to the default for given telephone stations or living areas.

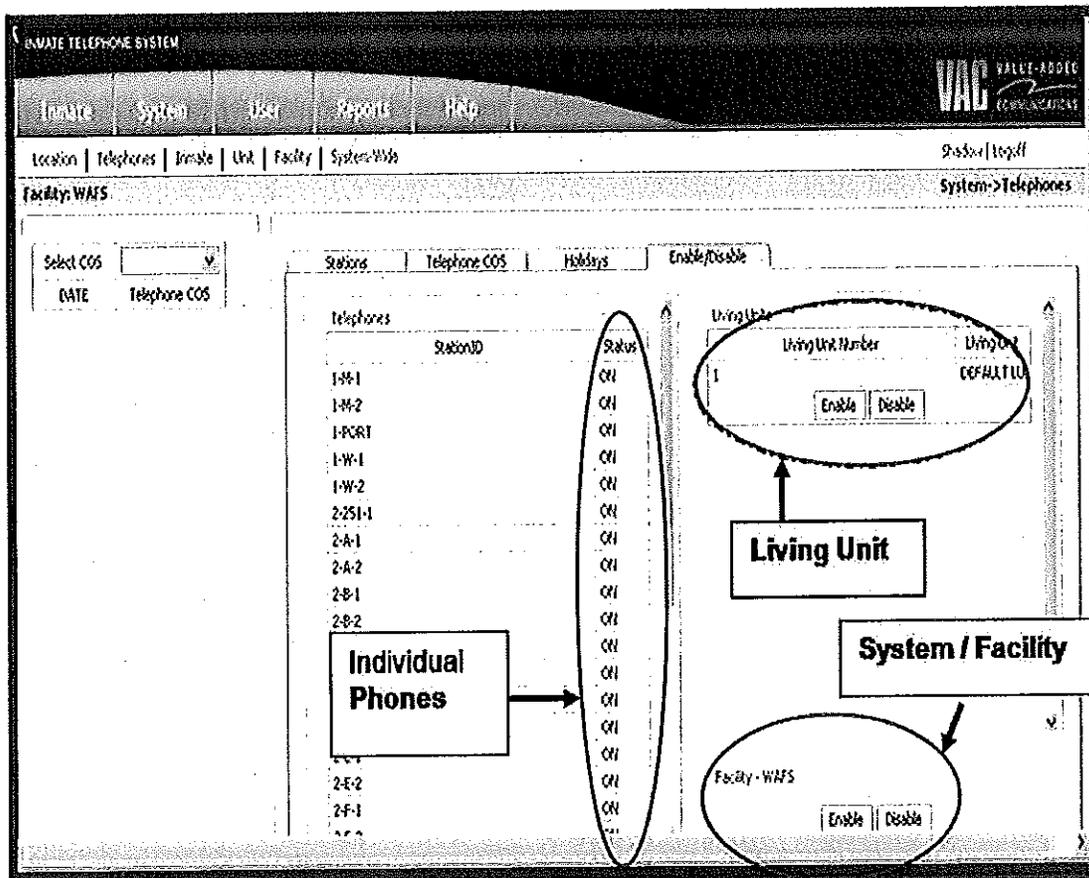
- c. Emergency disconnect via computer and/or manual switch for all telephones and by cellblock.

**GTL Response:** GTL understands and complies.

**Disconnect by Manual Switches:** The current phone system provided by GTL includes manual cut-off switches in the equipment room. There is a switch for each phone in the facility, switches for banks of phones, and a master switch for the entire facility. GTL will maintain these switches, as necessary replace any malfunctioning switches, and as required install additional switches for the duration of the contract.

**Software Controlled Disconnect:** The FOCUS system provides a software-controlled method to perform the shutdown and activation of telephones. System Administrators can shut down all inmate telephone service in the facility or selectively disconnect an individual telephone or group of telephones. The cellblock groupings (“living unit”) are user-definable.

The GUI that enables shutdown and activation of phones is illustrated below.



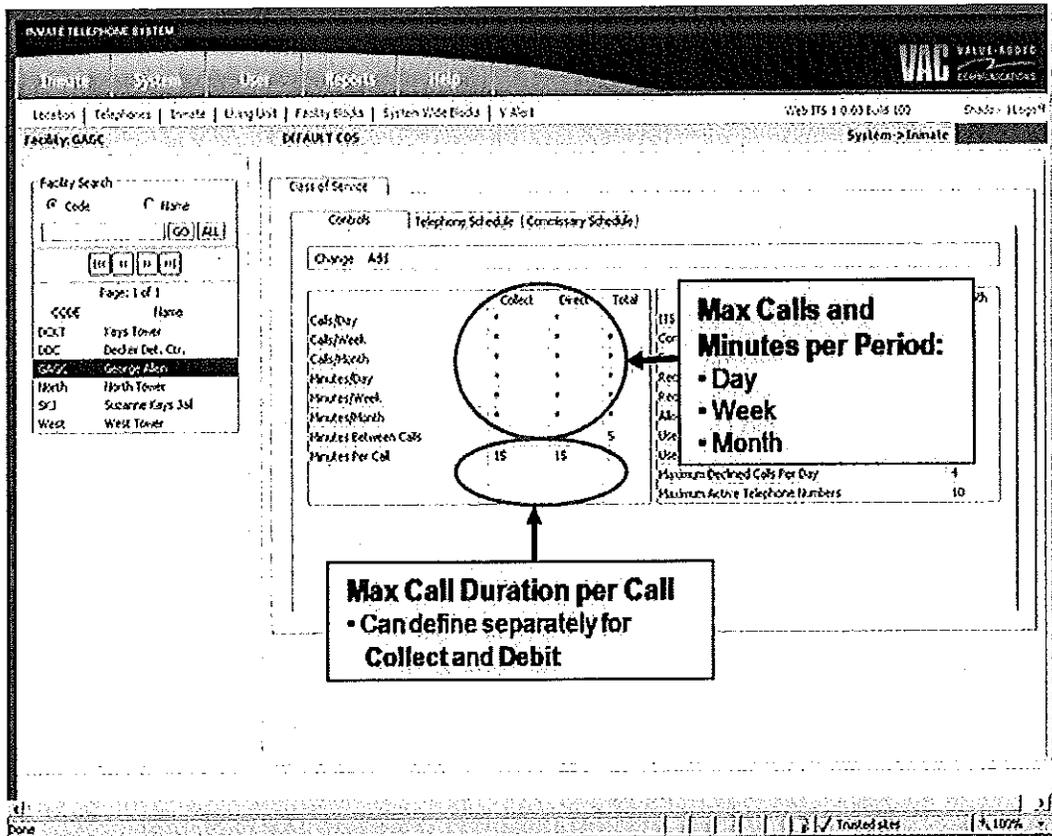
### Telephone Station Shutdown & Activation

Restoration of the shut down telephones is performed by simply reversing the shutdown procedure. As with the shutdown process, the system immediately responds to the reactivation request and phones are activated.

- d. Automatic disconnect of individual conversations after preset time limit (adjustable).

**GTL Response:** GTL understands and complies.

Maximum call duration is a FOCUS programmable "Class of Service" (COS) parameters. The maximum call time length can be defined (a) system-wide, (b) by individual inmate ID/PIN, by (c) by individual telephone, or (d) a designated bank of phones (e.g. cell block). Per RFP #18, GTL will configure the system-wide default to be 15 minutes. However, the default and any excursions are completely configurable. The assignment of time limits for the system-wide "default COS" is illustrated below.



**Class of Service - Call Duration Limit and Maximum Calls Controls**

Note that County administrators can also establish multiple COS levels, which are variations from the system-wide time limit defaults, if so desired. Each COS can be assigned separate and distinct call length controls.

- e. Bilingual voice announcements to users, Spanish preferred.

**GTL Response:** GTL understands and complies.



The FOCUS system will be installed with full English and Spanish prompts. GTL has implemented prompts for the FOCUS system in English, Spanish, Russian, and Navajo. Prompts in any other language can be implemented and deployed on the FOCUS as required by the County in the future.

- f. Voice announcement for total time allowed when user completes dialing.

**GTL Response:** GTL understands and complies.

GTL can configure the system to state the allowed maximum time of the call either when the user complete dialing, or when the call has been accepted (the actual beginning of the duration countdown).

- g. Voice announcement warning that gives the user the remaining time before being disconnected and how many warnings.

**GTL Response:** GTL understands and complies.

The FOCUS system will provide an audible cut-off warning when a call reaches one (1) minute call length time remaining [*default*]. The announcement notifies the parties that the call will terminate in 1 minute. The system can be configured to play this recording to both parties of the call or only the inmate. This default warning can be adjusted to play at a shorter or longer period before expiration of the call (e.g., at 30 seconds or 2 minutes). The call is terminated by the system when the call duration limit is reached.

- h. Deny hook switch dialing

**GTL Response:** GTL understands and complies.

The inmate must always hang up and start the call process again in order to place a new call, whether the call is terminated by the called party hanging up or the inmate terminates the call by depressing the switch hook.

While a call is in process, activation of the telephone switch hook will result in ending the current call. If the inmate stays on line because the activation was not a hang up of the phone but instead an intentional "flash" switch hook attempt, the system will play the inmate an announcement indicating that the call was terminated due to a prohibited "flash" use of the switch hook.

- i. Deny "0-" operator calls.

**GTL Response:** GTL understands and complies.



All inmate calling is controlled via the FOCUS system's automated operator. The automated operator is invoked as soon as the inmate telephone goes off hook. The system delivers easy-to-follow prompts for all calling operations. Inmate access to a live operator is not necessary nor is it allowed. Dialing "0" always begins a normal system-controlled collect call.

j. Deny incoming calls.

**GTL Response:** GTL understands and complies.

It is not possible for incoming calls to be processed through the FOCUS system. Carrier communications circuits are engineered as outbound only, inmate telephones do not have a ringer, and the system will not accept an inbound call signal. All communications links – including fundamental dial tone at each inmate phone – is controlled by the FOCUS system.

k. Deny multiple calls.

**GTL Response:** GTL understands and complies.

The inmate must always hang up and start the call process again in order to place a new call, whether the call is terminated by the called party hanging up or the inmate terminates the call by depressing the switch hook.

l. Prevent users from dialing alternate long distance carriers.

**GTL Response:** GTL understands and complies.

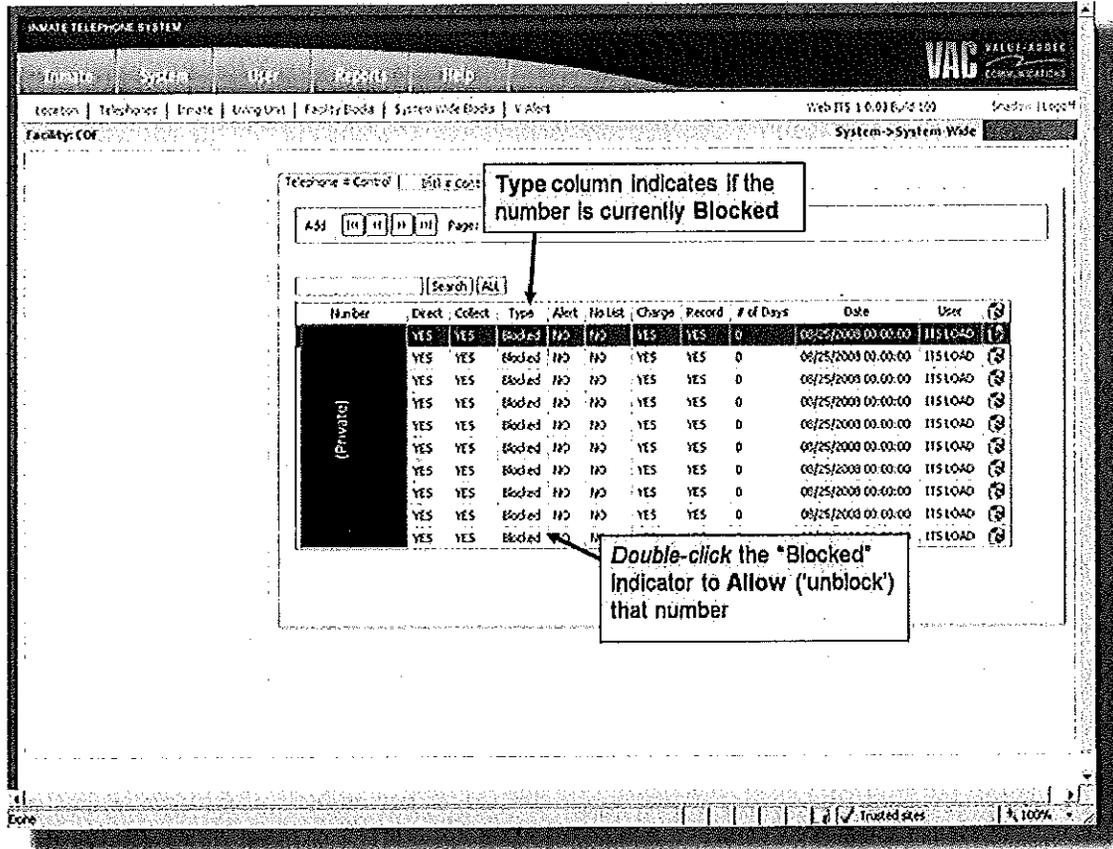
The FOCUS system is pre-programmed to automatically block inmate outgoing calls to certain numbers including alternate long distance carriers, via 950, toll free, 10-10-XXX, or other means.

m. Call blocking to pre-selected numbers - state capacity and number of digits.

**GTL Response:** GTL understands and complies.

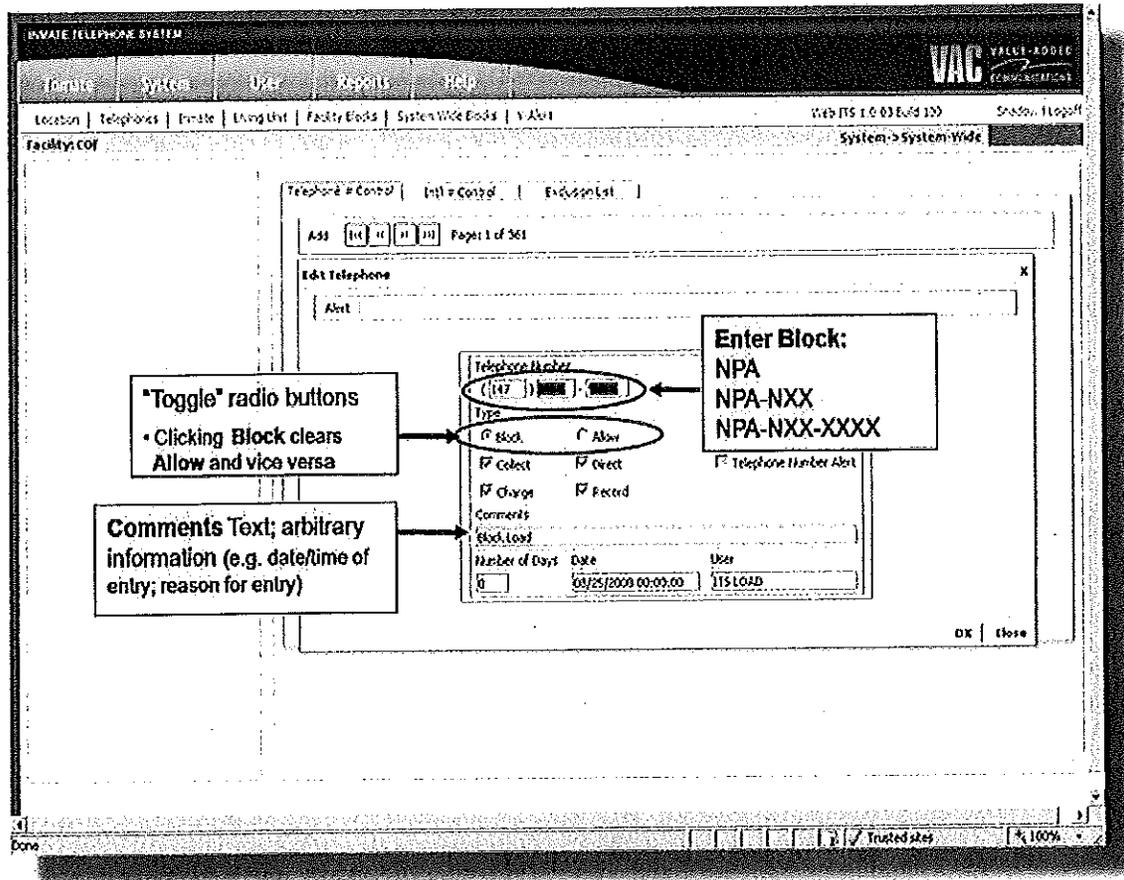
The FOCUS system provides for blocking and un-blocking of (a) specific telephone numbers, (b) blocks of numbers identified by NPA or NPA-NXX prefix, or (c) blocks of numbers defined by wild cards NPA-NXX-YYYY. Blocking and unblocking is managed using the system's web-based administration GUI.

A listing of blocked numbers can be generated and viewed or printed at any time, as illustrated below. Blocked status or entry of a new blocked number can be changed by clicking a number in the display list.



### Blocked Telephone Numbers

Entry of a new blocked number and removal of a block can both be accomplished using the same interface shown below.



### Blocking / Allowing a Telephone Number

Note that any wild card characters within the 10-digit NPA-NXX-XXXX are supported so that blocks of arbitrary range of numbers can be defined. For example, the numbers 904-234-3300 – 3999 would be blocked by system entering the number with wild cards 904-234-3XXX.

There is no limit on the number of blocked numbers that can be entered into the system – it can store literally millions of numbers.

As a default, the block interface is configured for 10 digits (NANP). However, if international calling is enabled, the interface is reconfigured to accommodate all possible country code + city code + number.

- n. Allow calls to specific numbers (programmable).

**GTL Response:** GTL understands and complies.

The FOCUS system has the capability to limit each inmate PIN to a specified list of allowed telephone numbers that each inmate can call. This "Approved Numbers List" (ANL) is indexed

to PINs. When this feature is enabled, no other telephone numbers may be called other than those that appear on the inmate's ANL.

**Manual Management of ANL:** Authorized system administrators can view and manually modify inmates' ANLs, as depicted in the user interface view below. This interface also allows the County to define parameters specific to each telephone number on the ANL, such as:

- If the system should alert when the inmate calls a specific number.
- The default language to be used for prompts to that number.
- A quick block setting for calls to that number.

**Allowed Call List of numbers with control parameters for each**

Number	Direct	Collect	Allow	Alert	Record	CP Language	Comments
972443232	YES	YES	YES	NO	NO	SPANISH	
9194716872	YES	YES	YES	NO	YES	ENGLISH	test by Woody
8000000000	YES	YES	YES	NO	YES	ENGLISH	cc
7777777777	YES	YES	YES	NO	YES	ENGLISH	ccc
6666666666	YES	YES	YES	NO	YES	ENGLISH	cccc

### Inmate Phone List Management

**Inmate Establishment of ANL ("Self Learning"):** NOTE: This is an optional feature that allows inmates to define and maintain their own calling list and will only be implemented at the request of the County. The FOCUS system's self-learning mode allows the inmate to establish their own ANL during a specified set-up period upon initial phone call; the dialed numbers are automatically added to the ANL up to the maximum number allowed. This maximum number is a configurable parameter.

After the initial self-learning period, the County can configure the FOCUS system to allow inmates to maintain their own ANLs. In this case prompts are provided after the initial off-hook to allow the inmate to select ANL management. Submenus process requests to add or delete specific numbers in the ANL list.

**FOCUS IVR for Inmate ANL Establishment and Management:** NOTE: This is an optional feature that will only be implemented at the request of the County. To perform ANL changes, the inmate will access the FOCUS system from an inmate telephone. Following initial system prompting and input of the inmate PIN, the inmate will be given the option to make ANL changes. Upon selection of this option, the inmate will be routed to an automated Voice Response Unit (VRU) system. The VRU will provide the inmate with a number of system options through which the inmate may add new or delete existing allowed calls list numbers, as well as check on approval status of previously added numbers.

When an inmate enters a new number, the VRU will place a call to the new number and play an automated recording stating at a minimum:

- Call is from the Gwinnett County Corrections Complex.
- Recorded name of the inmate making the call.
- Informing that the inmate wishes to add the called number to their approved calling list.
- Instructions on how to accept or deny the request via DTMF keys.

Upon acceptance, the number will be released to the inmate's ANL and the inmate may begin placing calls to the number. If the called party denies the request, the inmate will be provided a denial message when dialing in to the VRU to confirm whether the called party accepted the request. The approval and/or denial updates to the FOCUS system will occur within the same day of acceptance and/or denial of the request. The VRU can be programmed to attempt a specified number of call attempts to the called party before this result is reported to the inmate with the message *"The owner of the requested number could not be reached; please add the number again at a later date."*

Similar to the "self learning" described above, the FOCUS system allows inmates to maintain their own ANLs.

**Tracking of ANL Changes:** All changes of an inmate's ANL entries, regardless of method used (by inmate or by system administrator) are logged with time stamp in a FOCUS system file. GTL has the ability to provide audit logs of ANL entries using its Inmate Account Management Protocol (IAMP) tool which provides detailed logs for list changes. These logs are kept indefinitely and track all adds and deletes to the ANL from the IAMP utility.

- o. Dial disablement after predetermined number of digits to prevent fraud.

**GTL Response:** GTL understands and complies.



The FOCUS system can be configured to stop acceptance of inmate phone DTMF digits after a predetermined number of digits. The system will also detect any DTMF digits that are entered beyond this predetermined number of digits. The system can be programmed to alert any attempts to enter a certain number of extra digits above a predetermined number and can optionally disconnect any such calls. The number of extra digits which will trigger the extra dialed digits alert can be programmed to be any number.

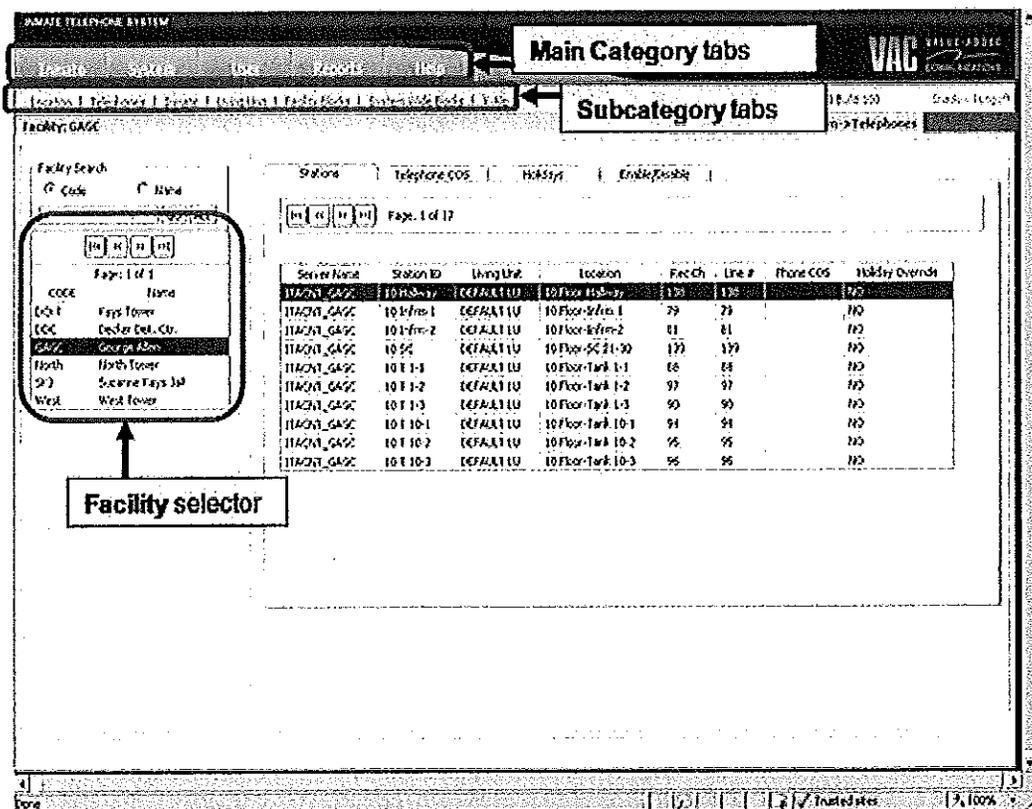
- p. Remote access via dial-up modem for monitoring and programming through the Corrections Department local area network.

**GTL Response:** GTL understands and complies.

The GTL system is completely administered via HTML-based GUIs that are accessed with a standard web browser running on any workstation with secure network access to the GTL FOCUS system. Since administration hosts for the FOCUS system are located in a GTL data center, GTL will configure network access from the Corrections Department local area network to the FOCUS system hosts. This will be an "always on" high-bandwidth connection that is superior to a dial-up modem connection.

These GUIs are used by both County system operators and GTL support personnel.

**SYSTEM ADMINISTRATION:** An example of the main administration GUI is provided below. The GUI features "tabs" that are used to access each category and subcategory for system administration.



Administration GUI Example

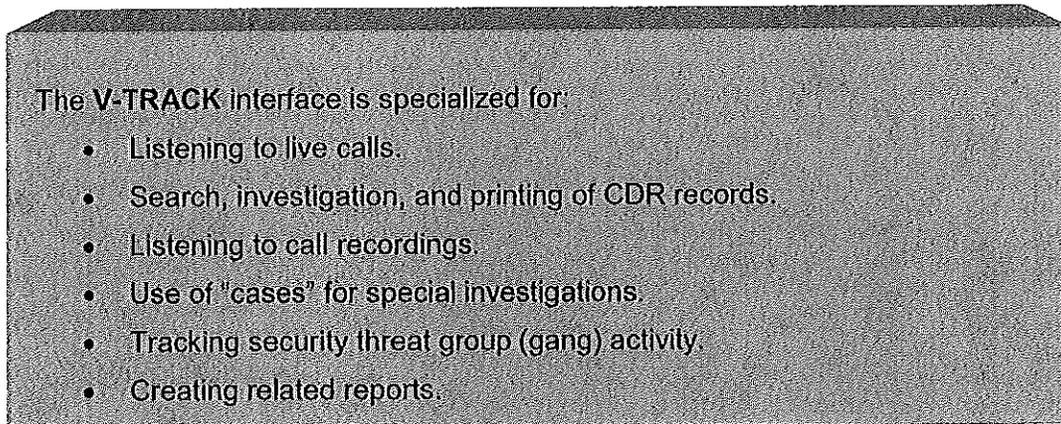
The *FOCUS* system administration interface provides full control of system functions and Class of Service settings such as:

- Telephone calling schedule of operations.
- Blocked numbers.
- Numbers not to be recorded or monitored.
- Maximum allowed calls and/or minutes per day, week, and month.
- Maximum call length.
- Minimum time between calls.
- Generate reports on call records.

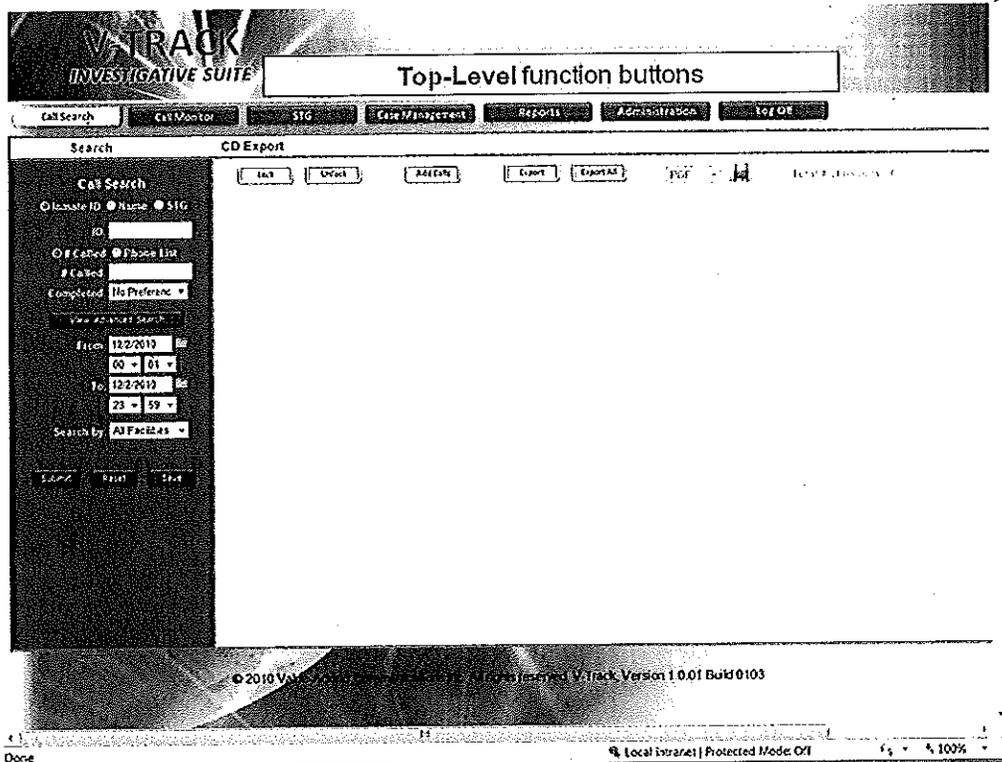
Although system-wide or facility-wide defaults can be set for all of these control parameters, they can also be defined per-inmate on the basis of **Inmate ID** (if PIN is used to identify

inmates) or **per-telephone** on the basis of Station ID. These administrative controls fall under the heading of "*Class of Service*" (COS) controls and are discussed throughout this proposal.

**SURVEILLANCE AND INVESTIGATION:** The GTL system includes a web-based interface called **V-TRACK** that is dedicated to surveillance/investigative functions. Similar to the administrative interface, **V-TRACK** is also accessed with a standard web browser running on any workstation with secure network access to the GTL FOCUS system.



An example of the **V-TRACK** GUI is shown below.



### V-TRACK (Investigation / Surveillance) GUI Top Level

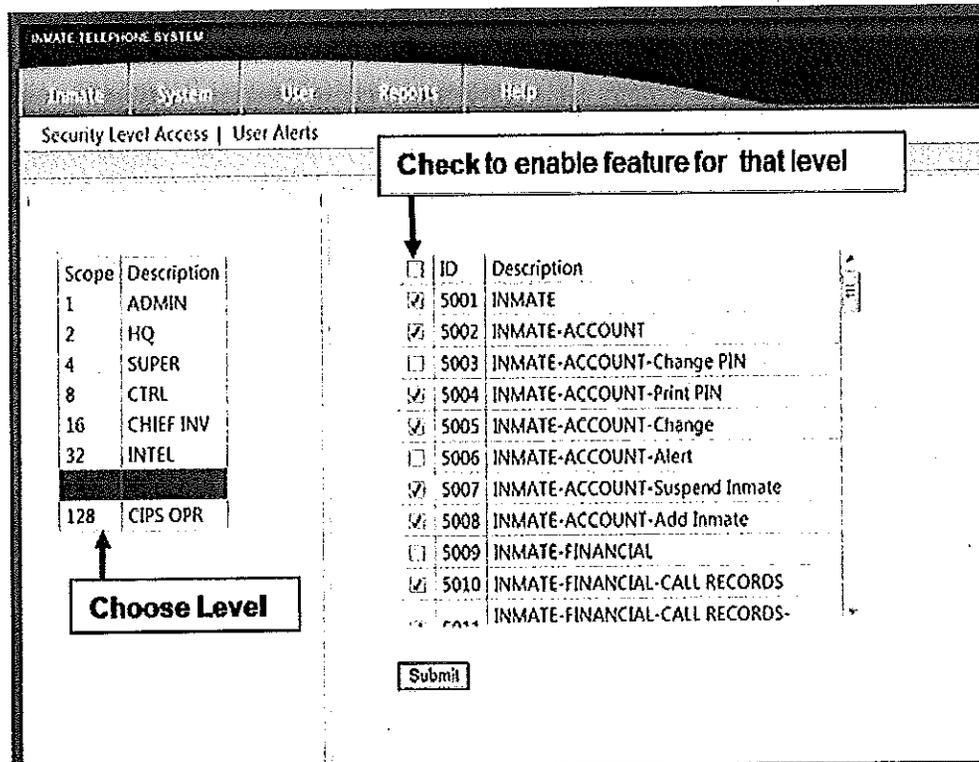
The V-TRACK main page is the portal to all investigative functions; each function is invoked by clicking one of the top-level function buttons at the top of the page.

q. Password protected.

**GTL Response:** GTL understands and complies.

The FOCUS web-based interface requires a username and password login from a valid user account in order to access the system. In addition, each account has an associated **Security Level** which defines the capabilities of that user.

The **Security Level** access screen shown below is used to define the functional abilities of each Security Level. Each individual control feature of the system is enabled for the Security Level by checking the box next to the feature. The feature cannot be accessed if the box is not checked. In this manner, some users may have the ability to view and change information, while others may be able to view only but not change.

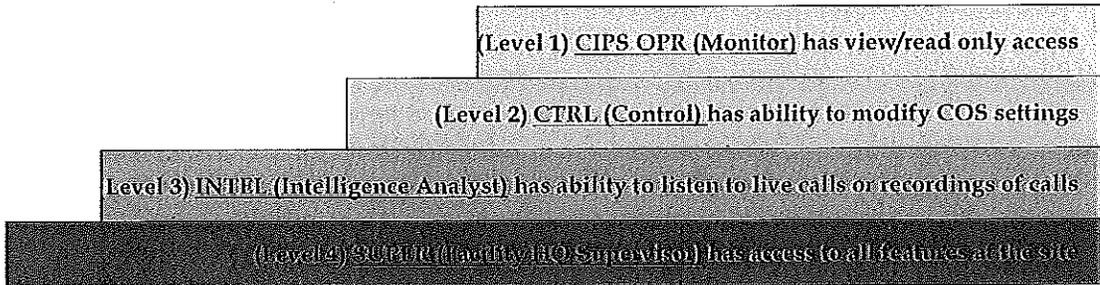


### Defining Functional Capabilities of the Security Level

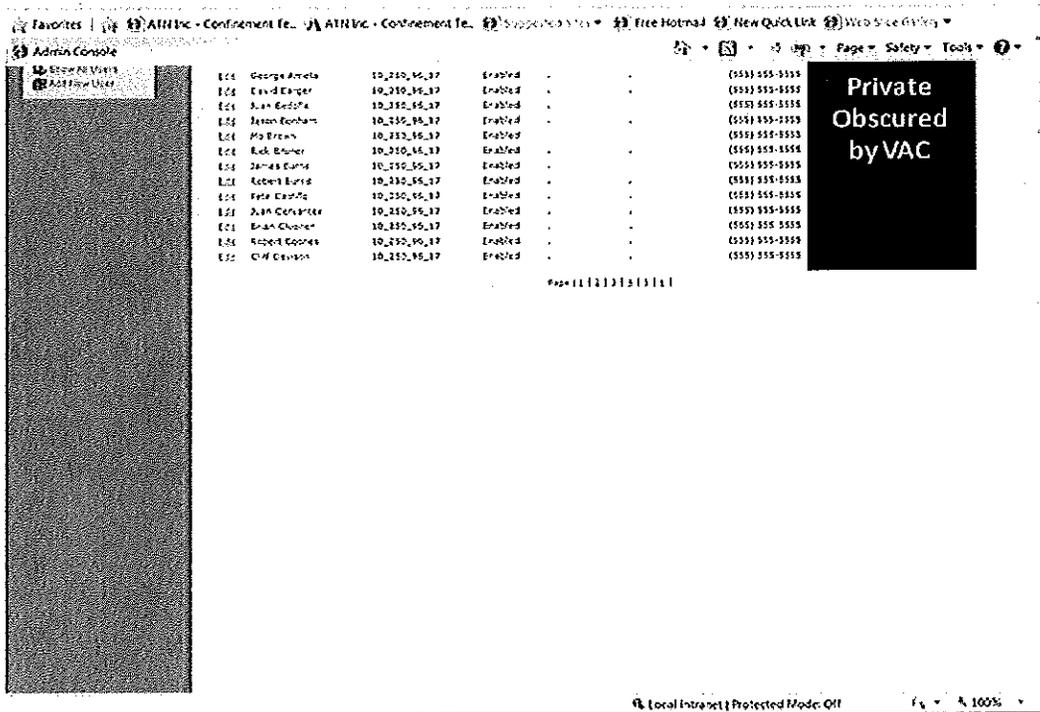
The following Security Levels are standard and pre-defined on the installed FOCUS system. The predefined capabilities can be edited, and additional levels can be defined if needed.

- **ADMIN** – GTL Technical Support
- **HQ** – Facility HQ (Top Level) Operators
- **SUPER** – Facility HQ (Top Level) Supervisors
- **CTRL** – Control (sets COS controls)
- **CHIEF INV** – Investigative Supervisor
- **INTEL** – Facility Intelligence Officers
- **ID** – Investigators
- **CIPS OPR** – Facility Operators (monitoring)

The illustration below shows an example of how four levels of accounts can be utilized for the operators of the FOCUS system.



The administration interface allows all user accounts defined on the system to be listed as illustrated below. The accounts can be modified by changing username, password, or Security Level associated with the account. Accounts can also be added or deleted.



### Account Management

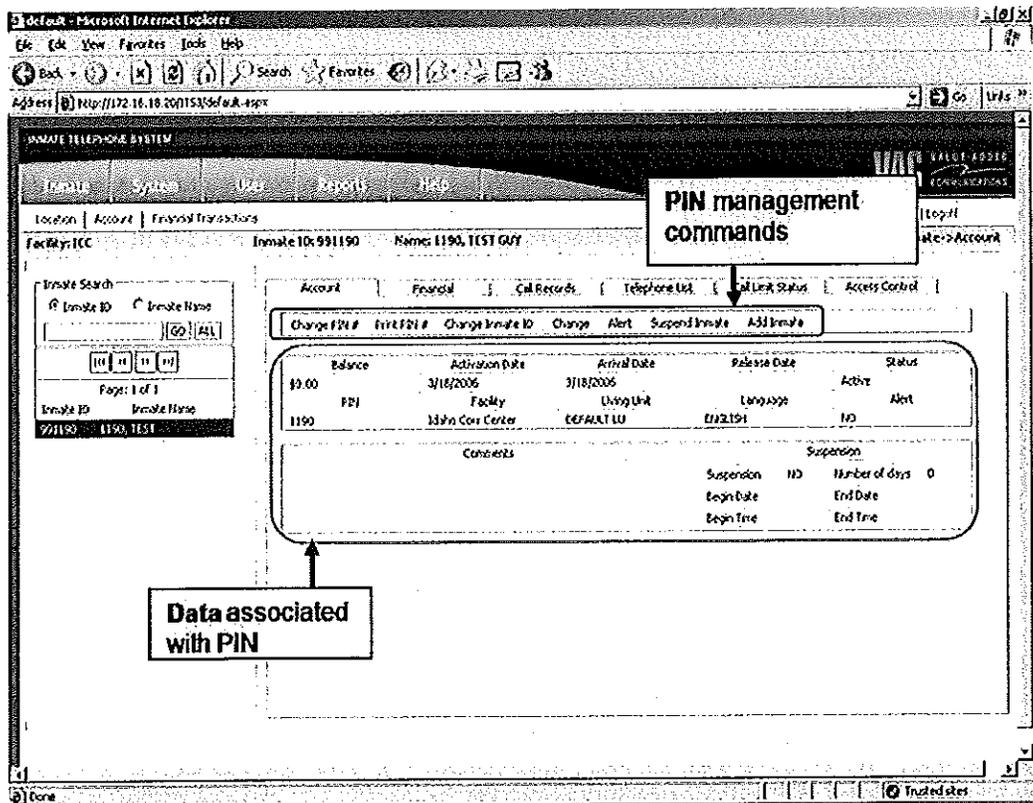
- r. Personal Identification Numbers (PIN) for users, at least 8 digits and programmable on site.

**GTL Response:** GTL understands and complies.

The FOCUS system will utilize a *Personal Identification Number* authorization code (PIN) to identify each inmate utilizing the inmate telephones. Each PIN may be between five (5) to

fifteen (15) digits in length or fixed as defined by the County. In addition to the PIN, the FOCUS system can assign other public inmate identifiers such as booking numbers or inmate number that can also be listed in the inmate's profile and tied to the inmate's PIN. Once defined, the PIN is required for any inmate transaction on the FOCUS system.

GTL will work with the County during the FOCUS implementation process to migrate the existing IPS PINs to the new FOCUS platform. Cutover to the FOCUS system will be transparent to inmates. This will allow inmates to continue using their existing PINs and associated data.



### PIN Management via FOCUS GUI

The FOCUS system's GUI provides complete features for manual management of PINs including assignment, deletion, and modification. A default language can be assigned to the inmate, and the inmate can also be put on "alert" status so that calls by this inmate will be flagged as "alerted" both the real-time call monitor and in the call detail record.

GTL can also utilize inmate PIN data generated by the County's Jail Management System (JMS). GTL will work with the County to develop an interface between the JMS and the FOCUS IPS through which the FOCUS can obtain hourly downloads of new inmate PIN data, as well as inmate movement throughout facilities. This interface will be implemented at no cost to the



County. Note that any manual changes to inmate account data can be passed back to the JMS for synchronization.

### **V-PIN Voice Biometric Identification (Option)**

GTL offers as an option our **V-PIN** solution for biometric inmate identification to ensure the integrity of PIN identification of inmates. A separate Fee Schedule that includes the V-PIN feature is provided in this proposal. Refer to the page labeled "Fee Schedule" in the **REQUIRED FORMS** section of the proposal for detail about V-PIN.

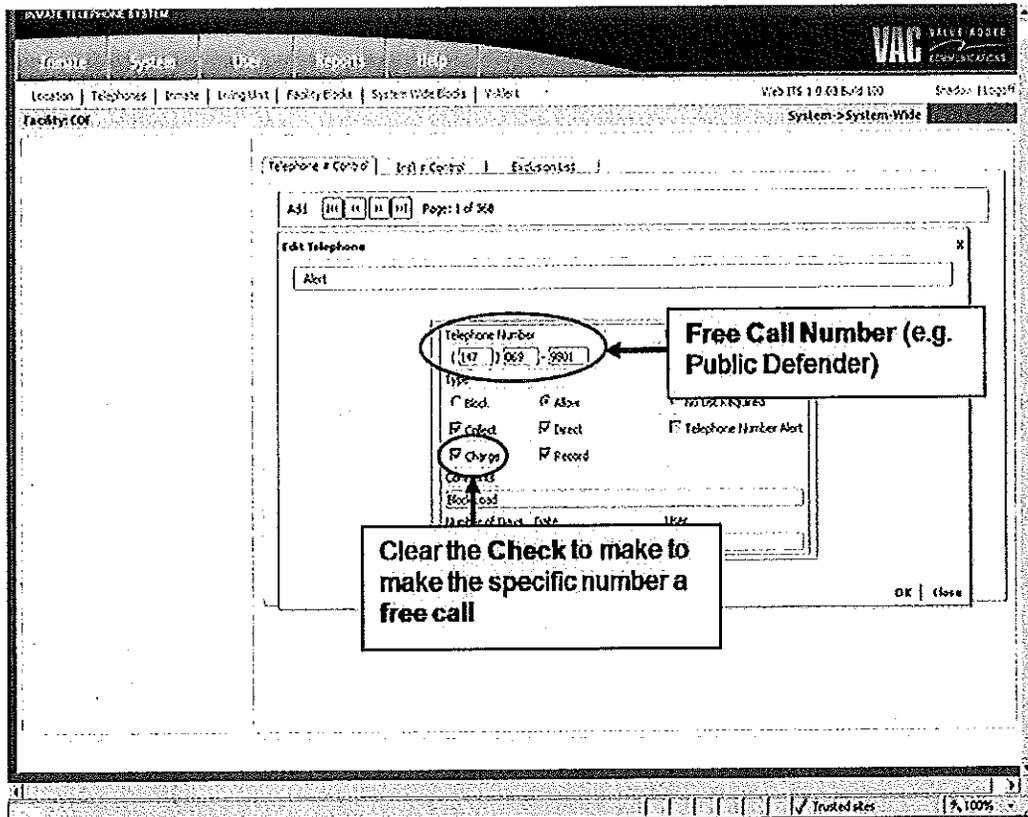
- s. Capable of making certain calls free of charge, i.e. Chaplain.

**GTL Response:** GTL understands and complies.

The FOCUS system provides a *Class of Service* (COS) parameter defining that specific numbers will not be charged (either collect or debit calling). System administrators enter these non-charged telephone numbers into the **Telephone Number Control** screen if the privilege applies to all inmates (such as calls to the Public Defender's Office). But note that extension COS profiles can be defined, so the non-charged status of a number can be limited to specific inmates or telephones.

Note that wild cards can be used such that the non-charged designation would apply to ALL numbers, specific NPAs (area codes), specific NPA-NXX's (exchanges), or specific number blocks NPA-NXX-YYYY rather than a specific 10-digit number.

The administrator can de-select the '**Charge**' option to prevent calls to the number from being charged using the FOCUS system interface as shown below.



### Free Calls (non-Charged Numbers)

GTL migrate the free numbers already defined in the existing IPS the FOCUS system upon installation.

- t. Capable of monitoring status of each line,

**GTL Response:** GTL understands and complies.

The FOCUS system allows authorized users to monitor calls in process. Although the inmate and called party are notified during the call setup (and periodically throughout the call) that the call is recorded and subject to monitoring, actual live monitoring of a call is completely transparent to the inmate and the called party. There is no drop in volume or noticeable “click” when monitoring begins and the conversing parties are not tipped off to the monitor’s presence.

Authorized system users perform monitoring of live calls with the Call Monitor function of the V-TRACK GUI. Two options for live monitor are available:

- **View ACTIVE** – shows only telephones which are presently being used to make calls. The user can therefore select any given in-progress call.

- **View ALL** – shows all telephones in the facility (with call information provided for those telephones which are presently being used to make calls). This allows for the user to see which lines are active at any time.

This display of live calls will include the following information:

- the living unit,
- inmate telephone being used,
- called number,
- call start time
- call duration,
- inmate ID,
- inmate name,
- call type, and
- outgoing trunk.

The screenshot shows the VTrack Investigative Suite interface. At the top, there is a navigation bar with buttons for 'Call Monitor', 'AutoScan Toggle', 'Reports', 'Administration', and 'Log Off'. Below this is a table titled 'View Active' showing a list of active calls. The table has columns for 'Line #', 'Living Unit', 'Phone #', 'Called Party', 'Start', 'Duration', 'ID', 'Name', 'Call Type', and 'Trunk'. A call on Line 136 is highlighted in blue. A red box with the text 'End the currently highlighted calls' is positioned over the highlighted row. Another red box with the text 'Highlighted Call' is positioned over the 'Line 92' entry in the table. The table data includes various living units like 'RS SOUTH', '10.EAST-1', 'WRKMALE-3', etc., and call types such as 'COLLECT'.

Line #	Living Unit	Phone #	Called Party	Start	Duration	ID	Name	Call Type	Trunk
136	DEFAULT LU	RS SOUTH	248751355	131016	11:15	1878135	LINE136 NO FN	COLLECT	33
14	DEFAULT LU	CS-C	248618371	132121	09:18	1878004	LINE14 NO FN	COLLECT	43
106	DEFAULT LU	10.EAST-1	313622832	132111	09:20	1878106	LINE106 NO FN	COLLECT	9
174	DEFAULT LU	WRKMALE-3	248912715	132111	09:20	1878174	LINE174 NO FN	COLLECT	77
151	DEFAULT LU	R91H	816326359	132110	09:20	1878151	LINE151 NO FN	COLLECT	54
187	DEFAULT LU	ABD-S1	313704939	131549	05:40	1878187	LINE187 NO FN	COLLECT	59
181	DEFAULT LU	WRKMALE-4	248594497	131916	02:15	1878181	LINE181 NO FN	COLLECT	84
179	DEFAULT LU	WRKMALE-2	248842277	131602	05:30	1878179	LINE179 NO FN	COLLECT	82
162	DEFAULT LU	11E-2	2348781353	131556	05:35	1878162	LINE162 NO FN	COLLECT	65
136	DEFAULT LU	RS SOUTH	248751355	131016	11:15	1878136	LINE136 NO FN	COLLECT	33
121	DEFAULT LU	1F-R2	313883692	131232	03:09	1878121	LINE121 NO FN	COLLECT	34
123	DEFAULT LU	1F-F1	2484817138	131265	03:25	1878123	LINE123 NO FN	COLLECT	26
133	DEFAULT LU	2F-F1	2484817138	131265	03:15	1878133	LINE133 NO FN	COLLECT	16
95	DEFAULT LU	Line 95	925551111	12:50	22:40	1878095	LINE95 NO FN	COLLECT	94
92	DEFAULT LU	Line 92	925551111	12:50	22:40	1878092	LINE92 NO FN	COLLECT	51
89	DEFAULT LU	Line 89	925551111	12:50	22:40	1878089	LINE89 NO FN	COLLECT	68

Audio Monitor of an Active Call



The operator starts live audio monitoring of an active call by clicking with the mouse on a call record row and highlighting that row. The call will start streaming from the workstation speakers or operator headset.

Note that if a call is not being recorded, then there will be a "Ⓢ" symbol located over the speaker icon on the record for that call; such calls cannot be monitored and will be skipped by the AutoScan feature described below.

If the conversation is deemed inappropriate, the system operator can immediately end the call by clicking on the 'Cut-off' button.

The **V-TRACK** Call Monitor function also provides an *AutoScan* feature. When *AutoScan* is enabled, the monitoring software will move from call to call and play the conversation for a configurable number of seconds before moving to the next call in sequence (non-recorded calls are skipped). The user has the option of stopping on a call that requires further attention. This will continue until scanning is shut off with the AutoScan button toggle. The advantage of this feature is that an investigator can perform other tasks while listening to portions of calls.

- u. Call detail recording - state capacity.

**GTL Response:** GTL understands and complies.

All calls made on the GTL FOCUS system are recorded by the system 24 hours a day, seven days a week (unless explicitly exempted from recording by "non record" Class of Service controls described above). Recording starts upon the telephone going off hook so all of the DTMF actions of the inmate are recorded. The recordings contain the audio generated by the inmate, system, and called party from the time the call is dialed to the termination of the call. It contains the inmate spoken name, branding, and actions by the called party and by the inmate, the call itself, and any system voice overlays.

Call records and call recordings are created and stored even for calls that do not successfully complete. All call detail records and recordings are stored on the FOCUS RAID array system that is continually available to County personnel 24 hours a day, seven days a week for reports and investigation. All recordings are 100% digital. The recording feature is active even when recordings are being listened to.

Each call recording starts at the time that the inmate places the call, which is time-stamped. The time of acceptance by the called party is also time stamped. The recording ends when the call ends by either a party hanging up or a non-normal event such as fraud attempt detection.

GTL will configure the FOCUS system to store all recordings **online for the duration of the contract**. Note also that GTL configures an external storage system to **back up EVERY**

recording (as well as the system database) in near real time. Therefore, call records, system database, and call recordings are always duplicated and are protected from loss.

- v. Capable of searching call data for date, time of call, called number, calling number, length of call.

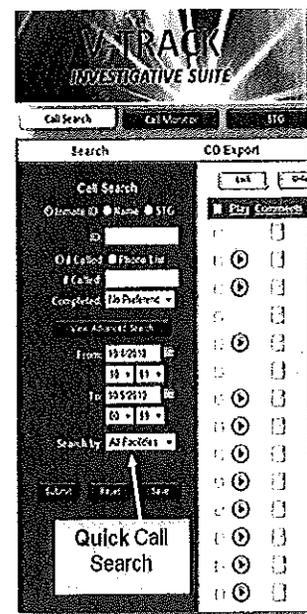
**GTL Response:** GTL understands and complies.

Search and retrieval of call records can be performed using the *Call Search* function of the **V-TRACK** GUI. This GUI can be accessed by any workstation or PC with a standard web browser and a secure LAN, WAN, or Internet connection to the FOCUS system.

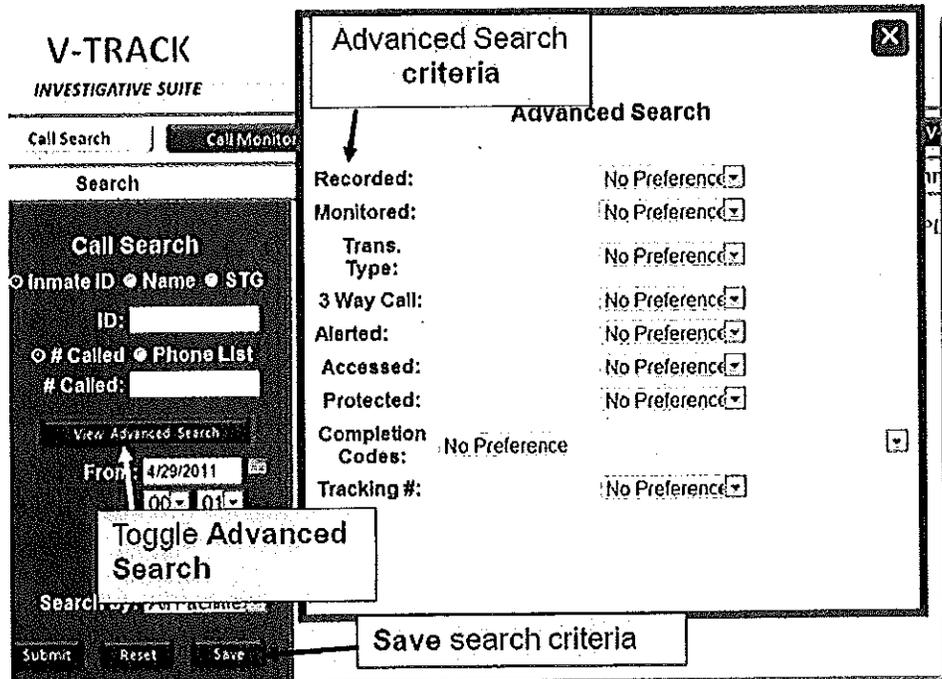
The *Call Search* function allows search for historical call records using two options, a 'quick search' and an 'advanced search.'

The quick search allows the operator to enter common search criteria into the boxes & scroll lists on the left sidebar:

- Inmate name
- Inmate PIN
- Security Threat Group (e.g. gang affiliation)
- Facility name
- Originating telephone
- Called number
- Call completed yes/no
- Date and time bands



If a more targeted search is required (e.g. calls in which a three way call attempt was detected or a specific completion code), then the advance search criteria can be toggled. This provides a set of call record characteristics for filtering of the search. The characteristics (which are selected by drop-down list) are:



- Was call recorded?
- Was the call monitored (live) during the call?
- Collect or Debit transaction?
- 3-way call detected?
- Was call alerted (V-ALERT)?
- Has the call recording been listened to?
- Call record protected (i.e., specifically exempted from being purged and archived after retention interval) or unprotected?
- Call Completion Code?
- Call note tracking number?

Note that any of the advanced search criteria can be left out of the filtering by specifying "no preference."

The call records retrieved by either type of search will be displayed as rows in the Call Search screen.

**Sort results by click on any column (ascending / descending)**

**Print results - Use scroll box to select Word, Excel, or PDF**

Call ID	Comments	Abled	SIO	Local	Access	Inmate ID	Inmate Name	Telephone #	Start Time	Duration	Completion Code	
11702114						11702114	INS-171	NO F21	5162677251	10-5-2010 12:43:10 AM	0	VAC Requested Block
11702113						11702113	INS-163	NO F21	2482229336	10-5-2010 12:31:30 AM	15	Completed Call
11702112						11702112	INS-163	NO F21	2482229336	10-5-2010 12:33:27 AM	0	Request answer or busy
11702111						11702111	INS-153	NO F21	2485063328	10-5-2010 12:23:59 AM	0	VAC Requested Block
11702110						11702110	INS-163	NO F21	2482229336	10-5-2010 12:29:41 AM	0	Request answer or busy
11702109						11702109	INS-153	NO F21	2485063328	10-5-2010 12:29:28 AM	0	General Blocked Called Number (P)
11702108						11702108	INS-28	NO F21	3133228132	10-5-2010 12:27:31 AM	0	Call not accepted
11702107						11702107	INS-28	NO F21	3133228132	10-5-2010 12:25:47 AM	0	Call not accepted
11702106						11702106	INS-28	NO F21	3133228132	10-5-2010 12:26:57 AM	0	Request answer or busy
11702105						11702105	INS-28	NO F21	3133228132	10-5-2010 12:25:29 AM	0	Call not accepted
11702104						11702104	INS-28	NO F21	3133228132	10-5-2010 12:24:33 AM	0	Call not accepted
11702103						11702103	INS-28	NO F21	3133228132	10-5-2010 12:23:47 AM	0	Call not accepted
11702102						11702102	INS-28	NO F21	3133228132	10-5-2010 12:22:35 AM	0	Call not accepted
11702101						11702101	INS-28	NO F21	3133228132	10-5-2010 12:21:45 AM	0	Call not accepted
11702100						11702100	INS-20	NO F21	2485241531	10-5-2010 12:21:20 AM	0	Call not accepted
11702099						11702099	INS-28	NO F21	3133228132	10-5-2010 12:20:43 AM	0	Call not accepted

**Scroll to see data off-screen**

**V-TRACK Call Search – Retrieved Call Records**

Each call record displays the following information:

- Inmate ID
- Inmate Name
- Called number
- Call start date & time
- Call duration
- "Completed Call" or description of cause of failure
- Facility
- Three way call [fraud] flag
- Originating telephone
- Living unit
- Cost of call
- Collect or Debit



Once a search is conducted and call records are displayed, the records can be ordered on the basis of any of the call record fields by clicking the field name on the display header bar. Records can be ordered ascending or descending.

The results of the search can be exported to file for printing or further analysis. Results can be exported to Microsoft Word, Microsoft Excel (Office 2007), or PDF.

- w. Customized reports for printing out on standard laser jet printer.

**GTL Response:** GTL understands and complies.

Custom reports are created by the **V-TRACK** "Advanced Search" feature described above.

The FOCUS system also provides 42 pre-defined standard reports that provide commonly requested information reports. The reports are available on demand via the WebITS and V-TRACK web interfaces. Authorized users can generate, view, and print standard reports.

Each standard report has a unique set of search criteria that can be used to create a *custom* report, with criteria appropriate to the nature of the report. All of the reports include **begin – end** time criteria in terms of date and time in hh:mm:ss. Other criteria are available depending in the type of report.

The generated reports have the capability of being queried, sorted, or filtered by fields contained in the report, and the reports are readable on the PC screen, printable, and downloadable to a PDF or Excel file. The FOCUS system maintains a record of reports that are downloaded, with the date and time of the download and the name of the person who performed the download.

The reports are indexed and tabbed on the FOCUS report interface by the following categories: *Financial, Inmate, System, Calls, and Numbers*. The following five tables show the available reports for each of these categories.

FINANCIAL REPORTS	DESCRIPTION
<b>Activity - Financial Transactions</b>	Provides a record for all inmates that contain withdrawals, deposits, call refunds, debit calls or all financial transactions during a specified period. Includes (a) Total Number of Financial Transactions for the Inmate and (b) Total Number of Financial Transactions for the Facility.
<b>Inmate Deposits</b>	Provides a record of all inmates with deposits during a specified period. Includes the following summaries: (a) Total Inmate(s) Deposits For xx/xx/xxxx; (b) Total Amount of deposits by Inmate; and (c) Total of All Inmate Deposits.
<b>Inmate Reconciliation</b>	Displays Debit calls placed by the inmate via the IPS for a specified period. Includes (a) Total Call Charges and (b) Ending Balance by Inmate.



<b>Refunds</b>	Provides a transaction report for refunds to inmate accounts. Includes (a) Total Number of Call Refund Transactions and (b) Total Net Amount of Call Refund Transactions.
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<b>INMATE/ACCOUNT REPORTS</b>	<b>DESCRIPTION</b>
<b>Released Inmates</b>	Displays inmates released from incarceration and removed from the IPS system using Manual Transaction.
<b>Suspended Telephone Accounts</b>	Lists all inmate telephone accounts whose calling privileges have been suspended. Includes Total Number of Suspended Accounts.

<b>SYSTEM REPORTS</b>	<b>DESCRIPTION</b>
<b>City By NPA-Nxx Search</b>	Provides the city and state for a particular NPA-NXX.
<b>State By NPA Search</b>	Allows the facility to locate the state for a particular NPA.
<b>Grade of Service - Percentage Grade of Blocking</b>	Provides phone information on a line-by-line basis for the percentage of calls blocked during specific hourly periods.
<b>Local Exchanges</b>	Provides a list of all area codes and exchanges, which are designated within the local calling area for that particular facility. This is the local calling area for pay phones, which may be different from the local calling area for residential or business use. Includes the Total Number of Local Exchanges.
<b>Non Area Code/Exchange Attempts</b>	Lists call attempts to invalid area codes. Includes Number of Calls Attempted with Invalid Area Code/Office Code.
<b>Inmate History Report</b>	Displays all transactions placed by inmates over a specified time. The report includes Debit calls, Collect calls, deposits, refunds, transfers, and/or changes to inmate telephone list. Includes Total Inmate(s) Transactions by Type.
<b>Inmate Directory</b>	Displays a log of all inmates requested by facility or statewide within a specified time. Includes Total Number of Inmates.
<b>Inmate Transfer Report</b>	Displays accounts received or transferred from each facility over a specified period. Includes Total Number of Transfers.
<b>Most Active Inmate(s)</b>	Displays the inmates who have initiated the highest number of completed calls during a specified time frame.



<b>New Inmate(s) Report</b>	Displays new inmates added into the system. Inmates are grouped by facility. Includes Total Inmates Count and Total Number of New Inmates.
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<b>CALLS REPORTS</b>	<b>DESCRIPTION</b>
<b>Three-Way Call Detect</b>	Displays the number of times a 3 way call was detected. Includes the Total Number of 3 Way Calls Detected.
<b>Daily Call Charges (Debit)</b>	Displays the total number of calls, duration, and charges for Debit calls. The user determines the range of dates covered in the report. Includes (a) Totals by Facility and (b) Grand Total.
<b>Alert Notification</b>	Provides calls made by inmates placed on alert and calls made to telephone numbers that have been placed on alert status during the desired report period. The report can be obtained by entering the desired report period. Includes the Total Number of Alerted Calls for the Facility.
<b>Attempts by Station</b>	Displays, per station, (a) the number of attempted calls, (b) non-accepted calls and (c) completed calls with (d) the total duration in minutes
<b>Call Detail Report</b>	Displays a log of calls from specific inmates in the order that they were placed over a specified time. Includes Total Call Transactions.
<b>Calls from PIN not at Facility</b>	Lists inmate(s) attempts to place calls with invalid PIN numbers (including PINs at other facilities). Includes (a) Total Calls with Invalid PIN and (b) Total Number of Calls at This Facility by PINs at Other Facilities
<b>Chronological List of Calls</b>	Displays a log of calls from a facility in the order that they were placed. This report displays all attempted calls. Includes the following summaries: (a) Facility Calls; (b) Facility Minutes; (c) Total Number Of Calls [all facilities]; (d) Total Minutes [all facilities]
<b>Extra Dialed Digits</b>	Lists all calls that extra dialed digits were detected within a specified period. Includes Total Number of Calls with Extra Dialed Digits.
<b>Frequently Dialed Numbers</b>	Provides a list of telephone numbers called more than a specified number of times within a specified range of dates.
<b>Multiple Inmates - Telephone Numbers Called by More Than One Inmate</b>	Displays telephone numbers called by more than one inmate (minimum threshold is user-defined) within a user-defined range of dates and times. The records are grouped by telephone number. Includes (a) Total Calls [identified in this report] and (b) Total Inmates [identified in this report]

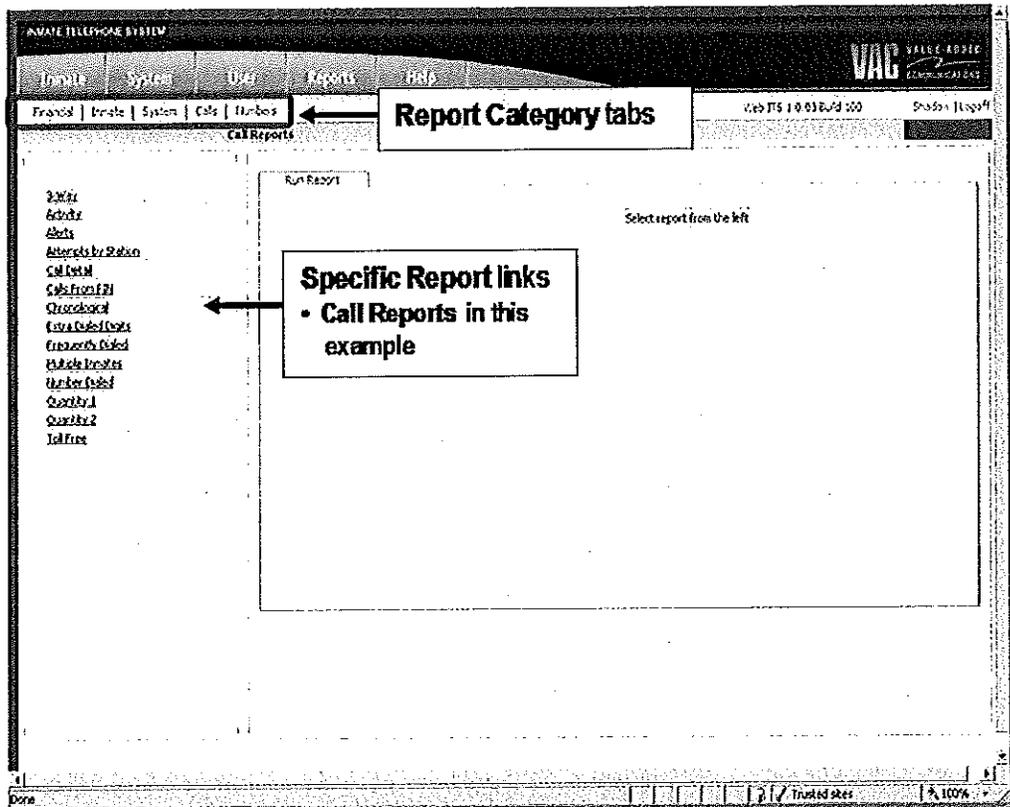


<b>Number Dialed - Telephone Number Usage</b>	Lists calls made to user-specified telephone number(s). The wildcard (%) can be used to search for and select number patterns. Additional search filters include: completed calls, uncompleted calls, debit calls, collect calls, and duration of calls. Includes Total Calls to Telephone Number.
<b>Quantity of Calls Placed</b>	Lists calls placed by the inmate that exceeded the user-defined parameters. The facility may optionally select only Debit calls, Collect calls, or both (completed calls ONLY). Includes Total Number of Inmates that Made at Least 'X' Calls.
<b>Quantity of Minutes Called</b>	Lists calls placed by the inmate that has exceeded the user-defined total amount of minutes for a specified range of time. Debit calls, Collect calls, or both may be selected for the report. Includes Total Number of Inmates that Called for at Least 'X' Minute(s).
<b>Toll Free Numbers Called by Inmates</b>	Lists toll free numbers (800, 866, 877, 888 etc.) called by inmates. Includes Total Number of Calls to Toll Free Telephone Numbers.

<b>NUMBERS REPORTS</b>	<b>DESCRIPTION</b>
<b>Approved Telephone Numbers Search</b>	Retrieves specific or generic telephone numbers inmates are allowed to call. The report searches for the Inmate Phone Lists to obtain this information. This report is sorted by inmate ID and telephone number. Includes Total Number of Inmates with This Number in Their Approved Numbers List.
<b>Facility Blocked Telephone Numbers</b>	Lists phone numbers locally blocked in the system for the local facility. When an inmate attempts to call a number on this list, a Completion Code #2 is issued. Includes Total Number of Inmates Calling the Blocked Numbers.
<b>System Wide Blocked Telephone Numbers</b>	Lists phone numbers globally blocked throughout the system. When an inmate attempts to place a call to a number on this list, a Completion Code #1 is issued. Includes Total Number of Inmates Calling the Blocked Numbers.
<b>Speed Dial Search</b>	Displays all inmates who have called the same Speed Dial Code telephone number during a specified time.
<b>Account Telephone Number List</b>	Displays all the phone numbers on the Allowed List for one or more inmates. Includes Total Telephone Numbers in Allowed List for Each Inmate.

<b>Telephone Numbers Listed in More Than One Account</b>	Lists all telephone numbers listed on more than one inmate's list of Allowed numbers. Includes at Total, for all Telephone Numbers appearing in this list, Telephone Number 'Y' Appeared on 'X' Inmate's Lists
<b>Toll Free Phone Numbers on Inmates List</b>	Lists inmates with toll free numbers (800, 866, 877, 888, etc.) on their Allowed List. Includes Total Number of Inmate Accounts with Toll Free Telephone Numbers on their Lists.

All of the standard reports defined above are available through the FOCUS WebITS web-based administration GUI illustrated below. Generation of any report is a simple point and click operation of selecting the report category and then clicking on the report link.

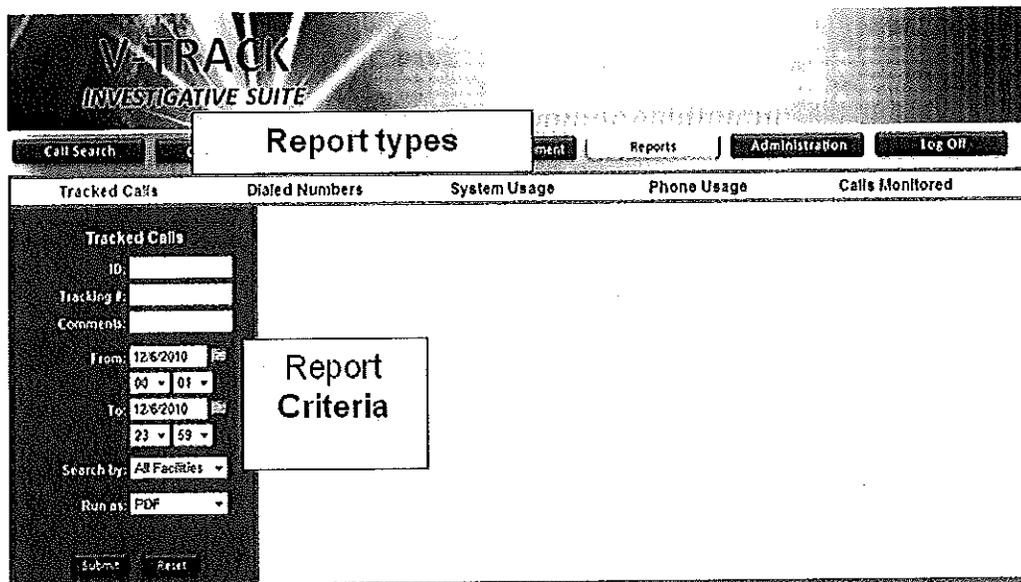


### Standard Report Generation GUI

There are an additional five reports available via the V-TRACK web-based GUI. These reports are defined in the table below.

INVESTIGATOR CALLING REPORTS	DESCRIPTION
Tracked Calls	Displays tracked calls. 'Tracked calls' are defined as any call that has a tracking number or a comment (entered by an authorized user in the V-TRACK interface). When the Tracked Calls report is previewed on the screen, the user can edit allowable data and view the call detail associated with the recording.
Calls Monitored or Call Recordings Accessed	Report that contains detailed or summary information of calls monitored or recordings played for a specific site or for several sites. The site(s) a staff member is provided limited access depends on the user lever assigned. Includes (a) Per-Site and (b) Grand Totals.
Frequently Dialed Numbers	Report that contains frequently dialed numbers. Includes Total Calls to each Number.
System Hourly Usage	Report consisting of a bar graph that shows the number of calls by each hour of the day.
Phone Hourly Usage	Report which contains a bar graph that shows phone usage by the hour for a selected phone

These reports are generated by clicking the proper link on 'Reports' submenu as illustrated here, then entering the report filter criteria.



V-TRACK (Investigation) Reports GUI

x. Automatic default mode for power failure.

**GTL Response:** GTL understands and complies.

All FOCUS IPS equipment is powered through an Uninterruptible Power Source (UPS) unit mounted in the equipment rack. The unit can be configured (including extra battery packs as necessary) to provide full functionality through a power outage for periods ranging from 13 minutes up to 8 hours (via addition of modular battery packs). The unit also provides power surge and lightning protection (including the inmate telephones since they are line-powered by the FOCUS Integrated Access Devices). If commercial power is lost, the UPS will indicate with an audible beeping sound.

GTL configures the specific UPS unit appropriate for the FOCUS system configuration; following is a feature summary a representative UPS unit deployed with the FOCUS system.

MINUTEMAN ENDEAVOR SERIES UNINTERRUPTIBLE POWER SUPPLY	
	<ul style="list-style-type: none"><li>• Up to a 0.8 power factor (in watts) for larger capacities</li><li>• Output receptacle control for non-critical load shedding capability</li><li>• Extended runtime using external battery packs</li><li>• Independent battery pack chargers to reduce battery recharge times</li><li>• Front panel display with load/battery meter and status indicators</li><li>• Hot-swappable batteries</li><li>• RoHS compliant</li></ul>

The UPS equipment's service life is sufficient for the duration of this contract. Should the device be disabled or unable to continue to perform surge protection by a major power event, this will be considered a major service problem and the device will be replaced immediately.

y. Battery protected memory - state limitations.

**GTL Response:** GTL understands and complies.

Please see above. Upon any loss of power the UPS immediately maintains operational power to the FOCUS equipment, ensuring continuity of operation and no loss of power.

z. Compatible with any standard coinless telephone.

**GTL Response:** GTL understands and complies.

The FOCUS IPS can use any two wire coinless telephone. Note however that GTL proposes to continue use of the existing corrections-grade phone stations currently operational in the GCCC.

aa. Hearing aid compatible.

**GTL Response:** GTL understands and complies.

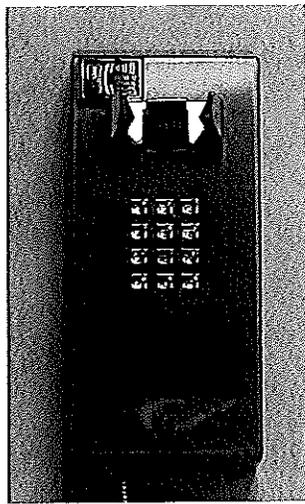
The station equipment provided by GTL (CT-410-SS) is hearing aid compatible and meets EIA-RS-504. GTL has also provided an amplification feature on every phone in the GCCC.

bb. Rugged constructed telephones with armored cord handsets and secured with tamper proof security screws.

**GTL Response:** GTL understands and complies.

GTL's inmate phones are totally secure units, ideally suited for prisons and jails. Described below is the CT-410 phone station which we currently provide at the GCCC. These stations are fully line powered from the FOCUS system and require no AC or battery backup power. The telephone housing is seamless stainless steel (no exposed screws, bolts, metal or other hard substance fasteners), is tamper and water resistant to the highest degree, and can only be opened with a special security tool. Telephones are flush mounted to the wall. Each is equipped with a stainless steel, braided security lanyard inside the armored cord designed to handle up to 1,000 pounds of pull resistance - extremely resistant to stretching and breaking.

### GTL STANDARD INMATE TELEPHONE



CT-410-SS-VC-18

#### CT-410 Mini

Housing: High Security, 14 Gauge, Stainless Steel

Size: 11 1/2"H x 5"W x 2 1/2"D

Hookswitch: Magnetic or Micro Switch

Volume Control: Technician Set or Optional External Button

External Volume Control Button Meets ADA

Hearing Aid Compatible Meets EIA-RS-504

Sidetone Reduction: Built-in Confidencer Function

Connections: Modular

Keypad: Heavy Chrome Metal

Handset: Armored Cord with Steel Lanyard and Heavy

14 Gauge Steel Retainer

Instruction Card: 1 3/4"H x 4"W

Conformal Coating: Protects components for Outdoor Use

Meets FCC Part 68 and Bellcore TR-TSY-000450

Meets Waterspray test Bellcore TR-TSY-000456 7.2

Line Powered: No A/C power required

Mounting: Mounts directly to wall, or to a Model

TM-4000-BB / TM-4500-BB Backboard or to an existing

178A Backboard with adapter Model TM-178A-ADP-400.

FCC Registration: US: 1U8TENANCT

GTL can also provide cordless telephones as needed. GTL has two types of cord-free telephones; one for high-risk areas and one for use when simple convenience or portability are the issues. GTL cord free telephones function with the FOCUS IPS and fully comply with FCC regulations.

## High Risk Areas

### CORDLESS SPEAKER Telephone



G07090-PSP

#### PSP (Private Speaker Phone)

Housing: High Security 14 Gauge Stainless Steel

Size: 20.75 H x 7.75 W x 2.75 D

Hookswitch: Push button

External Volume Control Dial (ADA compliant)

Hearing Aid Compatible Meets EIA-RS-504

Sidetone Reduction: Built-in Noise Reduction Circuitry

Keypad: Heavy Chrome Metal

Handset: None

Instruction Card Window

Line Powered: No A/C power required

#### Special Features:

- Eliminates the possibility of cord being used as a weapon or inflicting bodily injury.
- Provides privacy similar to that of a corded handset; superior to standard speaker phones
- Highly vandal resistant

## Low Risk Areas

### Standard Cordless Telephone

Panasonic's KX-TG2302B\* digital cordless telephone uses 2.4 GHz digital technology to give inmates a cleaner sound and longer range than older 900 MHz models. To ensure privacy, Panasonic's FHSS technology spreads the phone's signal over many frequencies per second, greatly decreasing the chances of your conversations being intercepted. The handset features an illuminated keypad for easy dialing in the dark. Its keys are more than double the size of those on regular cordless handsets. No caller ID or call log storage is provided with the model provided for secure inmate communication.





cc. Spare parts stored on site.

**GTL Response:** GTL understands and complies.

GTL provides a spare-parts inventory; this will be stored either at a location provided by the County in the GCCC, or in the office of Mr. Ray Cruse in the GC Detention Center. Broken or damaged phones are replaced from the cache of spares. The number of spare telephones and other parts kept in the local inventory is adjusted as needed. Other spare parts include commonly needed replacement equipment such as fuses, connectors, etc. Any part that is needed, but is not currently in the local spare parts inventory, will be shipped by overnight carrier from the GTL FOCUS service center in Plano, TX.

dd. Export call detail records to text file to facilitate use in standard desktop applications i.e. Microsoft Access, Word, etc.

**GTL Response:** GTL understands and complies.

Call detail records and other reports can be saved in .txt format or MS Word (2007), MS Excel (2007), or PDF format.

ee. Recording to allow for the following:

1. Press (number) to accept call.
2. Press (number) to decline call.
3. Press (number) to block all future calls from facility.

**GTL Response:** GTL understands and complies.

The initial "branding" announcement played to the called party offers at a minimum the following options.

- Accept the Call
- Reject Just This Call
- Block All Future Calls from the GCCC
- Cost of the Call (Rate Quote)

4. Three way call detection and call disconnect.

**GTL Response:** GTL understands and complies.

The FOCUS system is designed to isolate any attempt by the called party to bridge a call in-progress to a third party and set up an external conference call, commonly referred to as three-way calling. Upon detection of a three-way call, the system will disconnect the call (either immediately or after providing an explanatory message that a prohibited 3-way call attempt has



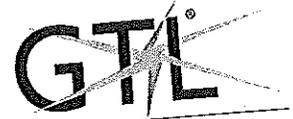
been detected). The call will be flagged within the call detail records and made available for review in a report designed for this specific purpose ("*Three-Way Call Detect*").

GTL has a patent-pending (*US Patent Application 20050259809*) proprietary process that utilizes several system settings to detect 3-way calling. The process is active within the Federal Bureau of Prisons, several State Departments of Corrections, and numerous County facilities. The success rate of detection has been outstanding (> 95%) in each of these existing customers.

It should be noted that GTL's patented process of detecting 3-way call attempts is multi-layered and does not rely solely on audible clicks or other sounds but utilizes a variety of factors to detect 3-way attempts.



## **D. FIRM QUALIFICATIONS**



**D. FIRM QUALIFICATIONS**  
You are required to provide the following information regarding your company:

1. A brief company history:

a. Name of company and year incorporated

**GTL Response:** GTL understands and complies.

Our company was established in 1989, operating under the name Global Tel\*Link for inmate telecommunication services and under the name Global Telcoin, Inc. for public payphone services. Since our incorporation in the State of Delaware in 1992, we have operated solely under the name **Global Tel\*Link Corporation**; popularly abbreviated GTL.

We would also like to share with you exciting news that has transpired recently. July 29 saw the acquisition of Value Added Communications take place. On June 16, 2010, Global Tel\*Link Corporation acquired Digital Solutions, Inc and Inmate Telephone Inc. Then on November 10, 2010, GTL acquired Public Communication Services (GTL). These acquisitions combine the market leaders for inmate telephone systems and offender management systems into one company that offers an unparalleled suite of correctional products for its customers. GTL advances its core mission, of providing superior service and products specifically to correctional facilities, by offering to its clients, gold standard solutions for integrated inmate telephone and offender management systems. With these acquisitions, GTL now offers web-based, integrated solutions such as, but not limited to, the FOCUS Inmate Phone System (IPS), Offender Management Systems, Correctional Internet banking and kiosk solutions, debit cards for offender releases and automated probation systems just to name a few.

b. Annual sales last year

**GTL Response:** GTL understands and complies.

GTL's annual sales in 2010 from our audited financials is GTL confidential and proprietary; this information is included in the separately sealed envelope labeled "FEE SCHEDULE (plus CONFIDENTIAL)."

**GTL FINANCIAL STABILITY – UNMATCHED BY COMPETITORS**

GTL is a financially sound and secure company with the resources to fully support Customer objectives.

Reputable and solid financial investors including:

**Veritas Capital** - A leading private equity firm focused on companies specializing in outsourcing services to the government.

Sound and liquid balance sheet able to support a contract the size of Customer's



**Liquidity** – Very strong liquidity position which provides us the cash position to handle the Customer's requirements

**Leverage** – Relatively conservative leverage position compared with other companies in the industry.

Strongest cash flow in the industry.

Largest provider in the inmate telecom industry with the highest annual revenue and largest asset base.

Premier provider of inmate phone services with nearly 50% of the U.S. correctional industry market share.

Our strong financial position is a result of gaining the trust of our customers for multiple contract awards. Customers have placed great confidence in GTL to provide services over many years as evidenced by our market share.

With the expected revenues and potential commissions an inmate telephone system generates, Customer needs to place its confidence in a large, respected company who has the experience and financial stability to perform its duties in delivering quality services and paying expected commissions over the life of the contract. It should be noted:

- GTL is one of only two inmate phone service providers that are financially sound enough to have ratings provided by S&P and Moody's.
- Only Dun and Bradstreet ratings are available for small, minimally capitalized companies who do not have the financial strength to obtain S&P and Moody's ratings.
- GTL's financials are audited by Deloitte. Advantages of a Big 4 Auditing Firm Include:
  - Ensures commission accuracy for our customers
  - Credibility with the Securities and Exchange Commission (SEC) and other regulatory entities, grounded in professional relationships built over many years
  - Significant experience serving complex companies similar in size
  - Leadership in providing audit services to the telecommunications industry
  - Extensive, long-term investment in our practice, including technology, training, development of specialists, and thought leadership

**Financial stability coupled with the strongest cash flow in the industry provides the County complete confidence in GTL to deliver our exceptional service and deliver the substantial guaranteed commissions required by the contract.**

c. Number of administrative personnel national and in Atlanta



**GTL Response:** GTL understands and complies.

GTL has 11 administrative personnel nationally, with none in the Atlanta metro area.

d. Number of marketing personnel national and in Atlanta

**GTL Response:** GTL understands and complies.

GTL has 12 marketing personnel nationally and 3 in the Atlanta metro area.

e. Number of technical personnel national and in Atlanta

**GTL Response:** GTL understands and complies.

GTL has 58 technology and product development personnel nationally, 13 in the State of Georgia, and 6 in the Atlanta metro area (2 in Gwinnett County).

f. Number of customer service personnel national and in Atlanta

**GTL Response:** GTL understands and complies.

GTL has 307 customer service personnel nationally, with none in the Atlanta metro area.

g. Number of other personnel national and in Atlanta

**GTL Response:** GTL understands and complies.

GTL has 168 other personnel (executive, HR, procurement, operations, finance, and legal) nationally, with none in the Atlanta metro area.

h. Locations of service facilities (Cities).

**GTL Response:** GTL understands and complies.

Following are our primary office locations throughout the USA.



<b>PRIMARY OFFICE LOCATIONS</b>	
<p><b>Global Tel*Link Headquarters</b>            2609 Cameron Street            Mobile, AL 36607            Telephone: (251) 479-4500            Toll Free: (800) 489-4500            Fax: (251) 375-2049</p> <p>Design ★ Programming ★ Manufacturing            Production ★ Training ★ Technical Support            Validation Database ★ Call Data Storage            Billing ★ Billing Support</p>	<p>Global Tel*Link Houston Data Center            5959 Corporate Drive Suite LL300            Houston, TX 77056  <i>Network Operations • Validation • Call Data Storage</i></p>
	<p>Global Tel*Link Fort Worth Data Center            4800 Alliance Gateway Freeway Suite 100            Fort Worth, TX 76177  <i>Engineering Resources • Call Data Storage</i></p>
	<p>Global Tel*Link FOCUS Design Center            3801 E. Plano Parkway, Suite 100            Plano, TX 75074  <i>Engineering Resources • Call Data Storage</i></p>
	<p>Global Tel*Link DSI-ITI Operations Center            5000 Sixth Avenue Suite 1            Altoona, PA 16602  <i>Offender Management System Operations            Design • Development • Sales • Support</i></p>
<p><b>Global Tel*Link Executive Offices</b>            12021 Sunset Hills Road, Suite 100            Reston, Virginia 20190</p>	<p>Global Tel*Link Gainesville Support Center            4550 N.S. 6<sup>th</sup> Street            Gainesville, FL 32609  <i>Technical and Billing Support Backup Services</i></p>
<p><b>Global Tel*Link Business Office</b>            6612 East 75<sup>th</sup> Street            Indianapolis, IN 46250</p>	

Note also that a GTL local service technician's (Mr. Ray Cruse) office resides in the Gwinnett County Detention Center.

2. A minimum of three (3) customer references in Georgia with comparable systems and/or applications. Include contact name, telephone number, system manufacturer, model, and size of each system installed.

**GTL Response:** GTL understands and complies.

GTL has provided five (5) client references on the RFP's "REFERENCES" form which is included in the **REQUIRED FORMS** section of this proposal.

All five client references are in the Metro Atlanta area, and all references operate with GTL manufactured, owned, and operated equipment.

3. Provide the location and number of installation, repair, and training personnel that will be involved in this project.

**GTL Response:** GTL understands and complies.

**Installation/Repair:** GTL has six (6) installation/repair technicians located in the Atlanta metro area. Two are located in Gwinnett County, and one (Mr. Ray Cruse) supports Gwinnett County



from an office in the Gwinnett County Detention Center. All of these personnel are dedicated to service of GTL customers only. The Gwinnett County Correctional Complex will continue in the new contract to receive primary support from Mr. Cruse.

**Training:** Gwinnett County will receive training from Mr. Todd Stutts, who is located in Johns Creek GA.

4. How many of the proposed systems are currently installed in this area and nationally?

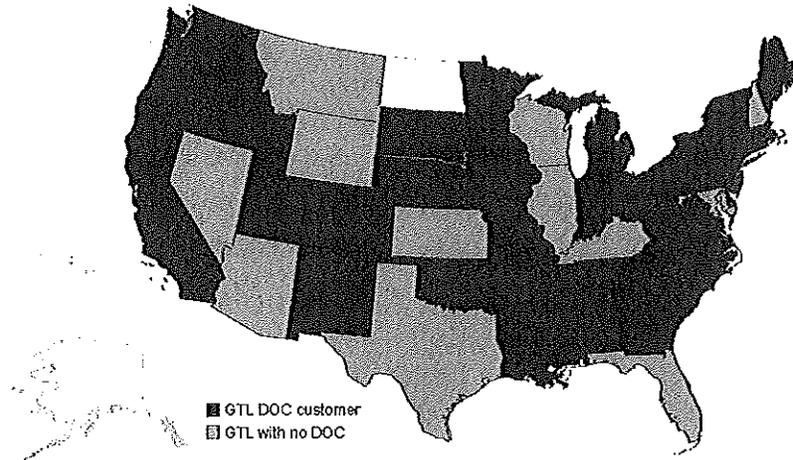
**GTL Response:** GTL understands and complies.

GTL is providing the FOCUS IPS to the following clients in the area of Gwinnett County:

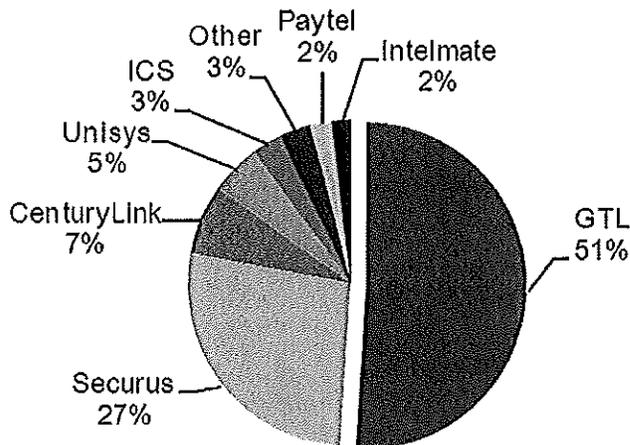
- Hall County, GA
- Athens-Clark County, GA
- Kershaw County, SC
- City of Charleston, SC
- Greenville County, SC
- State of South Carolina DOC (28 facilities)
- State of North Carolina DOC (82 facilities)

Nationwide, GTL provides inmate calling services and offender management solutions over 2000 facilities and 1.15 million inmates in 47 states. GTL system installations vary in scope and size as well as contract length. GTL provides services for 35 state DOC contracts including 15 or the largest 20; and over 800 counties including 34 of the 50 largest. Global Tel\*Link has an ever growing client base because of the exceptional service, superior products, and revenue we provide cities, counties, and states. The graphics below clearly demonstrate the breadth of our customer relationships both in number of states in which we provide service as well as number of inmates served.

## GTL's Nationwide Customer Presence



## GTL's 2011 Estimated Industry Share



**GTL is the leading provider of Inmate Calling Services in the United States with over half of all U.S. inmates placing telephone calls with GTL.**

### GTL's Customers

Since 1989 we have provided inmate calling services to cities, counties, regions, and state departments of corrections across the country. Fifteen of the 20 largest State DOCs and 34 of the 50 largest County correctional accounts do business with GTL. Many of these client relationships are greater than 15 years in length reflecting our commitment to providing our customers with high quality services and their confidence in doing business with GTL.



No other inmate telephone service provider serves more than two large state DOCs; while GTL serves fifteen. This unparalleled experience translates into greater information share and process improvements for both our DOC and County customers.

	<b>Top 20 Largest State DOCs</b>	<b>2010 Population</b>	<b>Prime Contractor</b>	<b>GTL Customer Since</b>
1	Texas	171,249	Embarq	
2	California	169,413	GTL	1992
3	Florida	103,915	Securus	
4	New York	58,648	Unisys	
5	Georgia	53,562	GTL	2001
6	Ohio	51,606	GTL	1989
7	Pennsylvania	51,429	GTL	2006
8	Michigan	45,478	GTL	2011
9	Illinois	45,161	Consolidated	
10	Arizona	40,523	Securus	
11	North Carolina	39,871	GTL	1992
12	Louisiana	39,780	GTL	1996
13	Virginia	38,081	GTL	1992
14	Alabama	31,561	GTL	2007
15	Missouri	30,792	GTL	2006
16	Indiana	29,818	GTL	2004
17	Tennessee	27,373	GTL	1989
18	Oklahoma	26,397	GTL	2007
19	New Jersey	25,351	GTL	1984
20	South Carolina	24,091	GTL	2011

Long term relationships are not limited to large DOCs. Our focus and commitment extends to all customers: State, County, Regional and Municipal. While technology and market conditions have changed and evolved, customers remained with GTL as a result of our overall service and focus on each customer's unique requirements.



Top Long Term Customers		
Customer Name	Customer Since	# of Years
New Jersey DOC	1984	26
Philadelphia Prison System	1984	26
Ohio DOC	1989	21
Mobile County Metro	1991	19
Virginia DOC	1992	18
California DOC	1992	18
Port Authority - NY/NJ	1993	17
Connecticut DOC	1994	16
Minnesota DOC	1994	16
Arkansas DOC	1995	15

5. What is the relationship between the firm and the manufacturer and how long has this relationship been in existence?

**GTL Response:** GTL understands and complies.

GTL has always manufactured our Inmate Phone Systems.



**E. PROPOSAL EVALUATION PROCESS**

You are required to provide the following information regarding your company:

The Gwinnett County Board of Commissioners intends to accept the offer that is most advantageous to itself from the standpoint of price, functionality, and other factors. It reserves the right to reject any and all proposals received by reason of this request, to modify configurations proposed or to negotiate separately with any source whatsoever, in any manner deemed to be in the best interests of the Gwinnett County Board of Commissioners.

During the evaluation, validation, and selection process, the County may desire the presence of a proposer's representative for answering specific questions, orally and/or in writing. The County will not be liable for proposer's costs incurred for preparation or presentation in this regard.

The County also reserves the right to conduct a pre-award survey or to require evidence of technical, production, managerial, financial, or other abilities prior to the award of the contract.

Each proposal will be evaluated using the following factors:

<b>EVALUATION CRITERIA</b>		<b>POINT VALUE</b>
1.	Firm qualifications to include company history, location, number of similar systems installed and available support personnel.	0 - 25
2.	Ability of the firm to support and maintain the system proposed based on on-site response time, remote maintenance problem resolution and parts availability.	0 - 25
3.	References: Satisfied users, overall ease of use and administration.	0 - 20
4.	Total commission (revenue) to be received by Gwinnett County (to be submitted in a separate sealed envelope.)	0 - 30

Maximum Total Points = 100

The proposals will be evaluated in order to select the firms which rate highest according to the criteria elaborated in items 1-3 above. The selection committee may then short list the highest scoring firms.

The commission/fees of the short listed firms will then be opened and scored. The highest scoring firm may be selected at this point, or the committee may invite a number of the highest scoring firms for an interview/demonstration. The number of firms short listed and interviewed, if any, will be at the discretion of the selection committee.

If an interview/demonstration is requested, it will be worth an additional 10 points in the selection process. The vendor will be responsible for any cost associated with the request for additional information and/or an interview/demonstration. Based upon the results of



the proposal scoring, the County will negotiate with the firm ranked highest, in an attempt to reach agreement. If negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

**GTL Response:** GTL has read and understands the evaluation criteria for this proposal.



## **REQUIRED FORMS**



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**WARRANTY AND MAINTENANCE INFORMATION**

- A. **Maintenance:** You are required to provide a maintenance profile and contract (effective after expiration of warranty) that includes at least the following items:
  - 1. Cost (ANY COSTS FOR INSTALLATION AND MAINTENANCE SHOULD BE INCLUDED IN THE FEE)
  - 2. Escalation clauses
  - 3. Remote access capability
  - 4. Service call and data collection capability
  - 5. Define in specific terms what constitutes a system failure and your guaranteed response time.
  - 6. Define in specific terms what constitutes a minor failure and your guaranteed response time.
  - 7. Define in specific terms what constitutes a major failure and your guaranteed response time.

Gwinnett County will charge the firm \$50.00 (Fifty Dollars), per hour past the stated response time.
- B. **Letter of Comfort:** The successful contractor is required to provide a "letter of comfort" from the manufacturer regarding installation and maintenance of the system in the event of default by the contractor.
- C. **System Support:** Your proposal must include a binding statement guaranteeing that manufacturer support, full parts availability, and full service capability will be maintained for a minimum of 10 years beginning on the date of system acceptance.

WARRANTY (1 YEAR MINIMUM PARTS AND LABOR) Warranty for Duration of Contract

STATE IF PARTS AND LABOR ARE INCLUDED All parts and labor are included

STATE HOURS OF WARRANTY COVERAGE 24 hours a day, 7 days a week, 365 days a year

STATE OPTIONS TO EXPAND WARRANTY AND COST OF COVERAGE (Not Necessary)

DEFINE MAJOR ALARM (See Next Page)

RESPONSE TIME – MAJOR One (1) hour or less

DEFINE MINOR ALARM (See Next Page)

RESPONSE TIME – MINOR Two (2) hours or less

Gwinnett County does not wish to incur any charges for either installation or maintenance of this system. However if your proposal requires any funding state the reason for it, your terms are to be identified in your proposal, along with any other terms requested.

State any other miscellaneous equipment, hardware, or software that can be offered to enhance your system.

Submitting Firm Global Tel\*Link, Inc.



**GTL Response:** Following is additional information regarding the "WARRANTY AND MAINTENANCE INFORMATION" form on the preceding page.

**DEFINE MAJOR ALARM:** 50% or more of the service at a single site or housing unit is out of service, any call processor or node failure, any failure in call restriction functions or any other condition that renders the system incapable of performing all its normal functions.

**DEFINE MINOR ALARM:** 0% – 49% of the service at a single site or housing unit is out of service, local exchange or area code issues or PIN administrative issues that have a limited impact on ability to conduct normal business

- A. **Maintenance:** Please note that GTL will provide full warranty and support for the duration of the contract to provide coinless inmate phone service; there is no need for the County to purchase additional warranty and maintenance support.
- B. **Letter of Comfort:** GTL is the manufacture of the FOCUS platform using telecom-grade commercial components and software from industry leaders such as Dell, Cisco, Microsoft, and Intel/Dialogic. GLT installs and maintains the systems that we manufacture. GTL confirms that we will provide all warranty and maintenance services for the IPS equipment and software.
- C. **Binding Statement of Support:** GLT will provide full manufacturer support, full parts availability, and full service capability from the date of system acceptance until the termination of our contract, regardless of the number of years in this duration.
- D. **Value Added Additional Offering:** GTL is pleased to offer Gwinnett County the following value added feature options, beginning on the next page.

[Remainder of Page Intentionally Blank]

## OffenderConnect® Lobby Kiosks

### *Convenient Deposit Service for Correctional Facilities*

GTL is offering Gwinnett County our lobby kiosk feature at no cost to the county. GTL offers a variety of methods by which funds may be deposited for inmate debit or prepaid collect calling, one of which is our OffenderConnect® Kiosk offering which allows the families and friends of to deposit money to their prepaid GTL AdvancePay accounts or to Inmate Debit accounts.

One of the greatest challenges facing correctional officers today is the constant barrage of requests that take time away from mission critical tasks. The OffenderConnect® Kiosk is an innovative product that can help alleviate some of these tasks that can be handled quickly and easily without having to burden your staff. Now you can accept deposits for all the accounts at your facility with one convenient service; no need to process payments from multiple sources. The OffenderConnect® Kiosk can accept deposits for commissary accounts, inmate trust, prepaid telephone accounts, and Offender phone accounts (PIN Debit), all without staff interaction.

The OffenderConnect® Kiosk is the perfect complement to the online services provided by OffenderConnect.com. The kiosk allows friends and family of inmates to make deposits to various accounts when they come for scheduled visitations, or any time that your facility is available to the public.



### **Accept deposits to all accounts- Commissary, Trust, and Phone**

Friends and family of inmates can conveniently make deposits into any of the available accounts using the OffenderConnect® Kiosk. A single kiosk can process thousands of deposits to commissary accounts, inmate trust accounts, and prepaid telephone accounts each month without long lines or tying up facility staff. With no cash to handle and or money orders to process, your facility can reduce liability and increase efficiency, simply by adding an OffenderConnect® Kiosk!

### **Set up telephone accounts**

Depending on your configuration, the OffenderConnect® Kiosk also allows visitors to your facility to create their prepaid telephone account directly from the kiosk. This eliminates the time spent during the first call for account creation, allowing inmate friends and family members to speak to their incarcerated loved one longer.

### **Make deposits with cash, credit or debit**

The kiosk is a great option for friends and family of inmates who do not have access to a computer, or who only have cash to use to make deposits. The OffenderConnect® Kiosk can accept cash, and MasterCard® or Visa® branded credit and debit cards. All deposits are subject to your facility guidelines, so you control how much money can be deposited per person, per



day, per month- the service is configured to conform to your facility rules. Depending on your system configuration, deposits may be available for use in as little as five minutes.

### **OffenderConnect® Website**

The OffenderConnect kiosk is especially convenient for those who may not have Internet access to GTL's OffenderConnect® Website, where families and friends can setup and fund OffenderConnect accounts from anywhere that they can gain an internet connection. Navigating this simple, yet powerful website, a user sets up an account in part by selecting the facility in which their loved one is incarcerated, the loved one's name, and the amount of money the user wishes to initially place in the inmate's phone or commissary account. After an OffenderConnect® account is established, additional funds can be added at anytime. On the website the user pays by **credit or debit card** and each transaction appears on the inmate's account quickly, efficiently, and accurately. In addition to deposits made via the OffenderConnect Kiosk or Website, deposits to commissary accounts can also be made via telephone and an interactive voice response (IVR) system.

### **Commissary Interface for Debit Fund Transfer**

GTL would be pleased to work with Gwinnett County in the future for an interface with the GTL inmate telephone system to the Gwinnett County commissary vendor for the transfer of funds for inmate Cardless Debit calling. GTL would be able to offer simple, negotiable terms for this feature should Gwinnett County require it. GTL is the leader in the industry at successful integration of inmate debit with a variety of commissary system providers. Due to our level of experience, we are confident in our ability to implement a Secure Cardless Debit interface with Gwinnett County's OASIS commissary system

### **Commissary Ordering By Phone**

Should the County require this feature in the future, GTL would be pleased to work with Gwinnett County to establish "Commissary Ordering over the Phone". This feature can be offered to the County via negotiable terms and conditions should Gwinnett County need it. The GTL inmate telephone system can be configured to provide a speed dial number for inmates to dial into the facility's commissary system using the standard inmate telephones for ordering items or to take advantage of other services provided by the commissary system. The commissary provider must have available a telephone line and dial in number. This setup relies on the ability of the commissary system to provide download capabilities of inmate orders as well as the ability to debit inmate accounts. We are currently providing similar setups in various accounts within our installed base.



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**ENVIRONMENTAL SPECIFICATIONS**

Room is available in the main telephone room for installation of equipment. To insure that Gwinnett County has ample resources available for current and future needs, it is required that you provide the information listed and any other needs not specified below. The specifications listed below should be answered for a fully expanded system.

TEMP. RANGE 35-100°F                      RECOMMENDED OPERATING TEMP. 70° F  
HUMIDITY RANGE 2-98 %                      RECOMMENDED HUMIDITY RANGE 25-75 %  
HEAT DISSIPATION 728<sup>1</sup> BTU/HR.  
ELECTRICAL 115 VAC    213 AMP maximum<sup>1</sup> SINGLE OR THREE PHASE Single  
NUMBER OF DUPLEX OUTLETS 1  
FLOOR SPACE 22" w x 38" d<sup>2</sup>                      WALL SPACE 4' x 3'<sup>3</sup>  
BACKBOARD REQUIREMENTS: Plywood ¾" to 1" thick<sup>3</sup>

<sup>1</sup> Maximum – all 64 stations off hook.  
<sup>2</sup> If in floor-mount mini-rack. Recommend ~ 2' clearance front and rear for maintenance access.  
<sup>3</sup> If wall-mounted; includes cable dress area.

Submitting Firm Global Tel\*Link, Inc.



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**FIRM INFORMATION PAGE**

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

Addendum No.	Date	Addendum	Date
<u>#1</u>	<u>11/15/11</u>	_____	_____
<u>#2</u>	<u>11/21/11</u>	_____	_____
<u>#3</u>	<u>11/21/11</u>	_____	_____

The County requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

In compliance with the attached specifications, the undersigned offers and agrees, if this bid is accepted by the board of commissioners within one hundred twenty (120) days of the date of bid opening, to furnish any or all of the items upon which prices are quoted within the time specified in the proposal fee schedule.

Legal Business Name Global Tel\*Link, Inc.

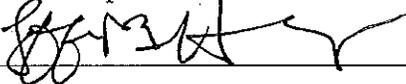
*(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)*

Federal Tax ID 631071001

Address 6612 E. 75th Street, 4th Floor, Indianapolis, IN 46250

Does your company currently have a location within Gwinnett County? Yes  No

*[GTL has been the inmate phone service provider at the Gwinnett County Detention Center since 2003.]*

Representative Signature 

Print Authorized Representative's Name Jeffrey B. Haidinger, President of Services

Telephone Number (317) 558-3151 Fax Number 317-558-3152

E-Mail Address jhaidinger@gtl.net



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## FEE SCHEDULE

Per instructions of the RFP, this form is included in a separately sealed envelope labeled "**FEE SCHEDULE (plus CONFIDENTIAL)**." Note that we are offering the County as an option our V-PIN voice biometric identification feature. V-PIN is described below.

### **V-PIN Voice Biometric Identification (Option)**

GTL offers our **V-PIN** solution for biometric inmate identification to ensure the integrity of PIN identification of inmates. **V-PIN** uses patented (*US Patent 7,333,798*) speaker verification technology in conjunction with all existing inmate telephones. **Unlike the biometrics offered by many of competitors, V-PIN is proven; V-PIN** was first deployed in early 2005 and now is deployed and operational in 100+ sites. The Federal Bureau of Prisons utilizes **V-PIN** at each of their 95 sites. Additionally, the State of Utah DOC (over four years of consistent use) and the Sheriff's Departments of Athens/Clark County, GA, Greenville County, SC, Jackson County, OR, Maricopa County, AZ, and Whatcom County, WA have implemented the service with great success.

**V-PIN** has survivability advantages over other identify verification technologies such as video cameras or thumbprint readers. Since it is not based on specialized hardware, it cannot be damaged by inmates (e.g., video lens scratched or thumbprint readers damaged). Also, **V-PIN** does not require external power supplied at the phone or heavy-duty CAT-6 cabling to carry additional power from the call processing core (**V-PIN** will work over CAT-3 cable). **V-PIN** is used with standard telephones requiring no special capabilities and doesn't require additional facility administration. **V-PIN** can be disabled system-wide upon County request.

**Using V-PIN:** **V-PIN** "registers" the inmate's speech pattern via his/her spoken name and compares the registered name to the speech pattern on all subsequent call attempts using that inmate's PIN. Implementation of **V-PIN** is easier than most voice biometric solutions; **V-PIN** self-registers inmates via automated system prompts and therefore no special administration is required. Upon first use of the IPS system, the inmate will be required state his/her name following input of his/her PIN. **V-PIN** will request the inmate to repeat their name up to five (5) times to ensure that a complete sampling of the voice print has been taken. The process is very simple, takes just a few minutes and is very effective. This process does not require any involvement from the County.

Many vendors require that inmates enroll within a quiet environment; GTL would rather have the back ground noise as part of the original enrollment. GTL has determined that this process ensures that when back ground noise is later recognized by the system it does not interfere with the validation process.

**V-PIN** will not accept blowing, silence, DTMF tones, or other low-phoneme generating methods of name registration. Inmates attempting to utilize these methods to create their voice print will not be able to complete the process and cannot make calls until they re-enroll using acceptable phonemes.



The inmate will be required on subsequent call attempts to speak his/her name following input of PIN on each and every call. **V-PIN** will compare the PIN to the recorded *voice print*. If the inmate spoken name matches with the voice print stored with the PIN, the inmate will be allowed to continue with the call process. If the spoken name does not match, the inmate will not be allowed to continue with the call process.

**V-PIN Technology:** **V-PIN** utilizes a speaker identification system which includes a speaker-independent phrase recognizer for the sample given during each call. **V-PIN** biometric identification technology is trained for a single voice. The system is trained to understand the pronunciations, inflections, and accents of each individual speaker. Speakers' stated names, even when the names sound the same, have different phrase recognizer scores.

The speaker-independent phrase recognizer scores the name utterance. During the initial system user training sample process the **V-PIN** speaker-dependent phrase recognizer establishes a phrase recognizer utterance score for each user. The **V-PIN** system utilizes a hidden Markov model based speech recognition engine to compare each collected sample to the original stored template. A score processor coupled to the outputs of the speaker-independent phrase recognizer and the speaker-dependent phrase recognizer determines a matched identity. A verifier coupled to the score processor authenticates the determined matched identity. A threshold score is required to achieve a high degree of certainty before a match is confirmed by the system.

**V-PIN** also provides continuous "moving window" voice sampling and rating technology. The call is continually sampled to determine the rating of confidence that the current inmate speaking is the same as the one at the start of the call. This prevents an inmate from successfully registering for a call and then handing the handset to another inmate. The confidence thresholds can be customized as desired by the County to prevent inmate hand-off without incurring common false-positive warnings.

The two voice paths within the GTL system are separate. This allows the inmates voice to be sampled throughout the call at predetermine time periods. GTL's software allows it to be tuned to the environment through confidence thresholds. This method has proved very effective within the Federal Bureau of Prisons.

**V-PIN** requires software licenses and hardware. Therefore, GTL offers **V-PIN** as an option to the baseline IPS offering. A second FEE SCHEDULE is included in our offer that includes **V-PIN**.

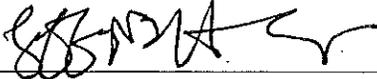


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In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within one hundred twenty (120) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule.

Company Name Global Tel\*Link, Inc.

Address 6612 E. 75th Street, 4th Floor, Indianapolis, IN 46250

Representative Signature 

Print Authorized Representative's Name Jeffrey B. Haidinger, President of Services

Telephone Number (317) 558-3151 Fax Number 317-558-3152

E-Mail Address jhaidinger@gtl.net



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**REFERENCES (pg 1 of 2)**

Gwinnett County requests a minimum of three, (3) references where work of a similar size and scope has been completed.

1. Company Name Gwinnett County GA Detention Center  
Brief Description of Project 2768 Beds, 390 inmate phones, 5 coin phones, full-time site technician  
Completion Date Contract term 2003 - 2013  
Contact Person Lt. Colonel Don Pinkard  
Telephone 770-619-6670 Facsimile 770-619-6764  
E-Mail Address donald.pinkard@gwinnettcountry.com
  
2. Company Name Jackson County GA Correctional Institute  
Brief Description of Project 200 Beds, 11 inmate phones  
Completion Date Contract term 1999-2013  
Contact Person Warden Johnny Weaver  
Telephone 706-387-6452 Facsimile 706-387-6462  
E-Mail Address jweaver@jacksoncountygov.com
  
3. Company Name Floyd County GA Prison  
Brief Description of Project 544 beds (96 Work Release), 65 inmate phones, 6 coin phones  
Completion Date Contract term 2003-2012  
Contact Person Warden Jeff Chandler  
Telephone 706-236-2490 Facsimile 706-236-2483  
E-Mail Address chandlerj@floydcountyga.org

Company Name Global Tel\*Link, Inc.



**REFERENCES (pg 2 of 2)**

Gwinnett County requests a minimum of three, (3) references where work of a similar size and scope has been completed.

4. Company Name Clarke County GA Jail

Brief Description of Project 438 Beds, 62 inmate phones, 2 coin phones

Completion Date Contract term 2009-2014

Contact Person Captain Alexander Burke

Telephone 706-613-3270 Facsimile 706-613-3453

E-Mail Address alexander.burke@athensclarkecounty.com

5. Company Name Hall County GA Jail

Brief Description of Project 1026 inmate beds, 136 work release beds, 120 inmate phones, 10 coin phones

Completion Date Contract term 2009-2014

Contact Person Captain Mark Bandy

Telephone 770-531-6904 Facsimile 770-531-6894

E-Mail Address mark.bandy@hallcounty.org

Company Name Global Tel\*Link, Inc.

Department of Financial Services  
Purchasing Division



75 Langley Drive • Lawrenceville, GA 30046-6935  
(tel) 770.822.8720 • (fax) 770.822.8735

Solicitation Name & No. RP034-11 Provision of Inmate Coinless Phone  
Equipment at the Gwinnett County Correctional Complex

gwinnettcounty

**CONTRACTOR AFFIDAVIT AND AGREEMENT**  
**(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

55676  
E-Verify \* User Identification Number

9/27/2007  
Date Registered

Global Tel\*Link, Inc.  
Legal Company Name

6612 E. 75th St, 4th Floor, Indianapolis, IN 46250  
Company Address

*Jeffrey B. Haidinger*  
BY: Authorized Officer or Agent  
(Contractor Signature)

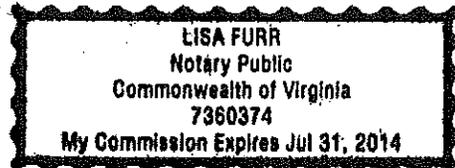
11/10/11  
Date

President of Services  
Title of Authorized Officer or Agent of Contractor

Jeffrey B. Haidinger  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
10th DAY OF November, 2011

Lisa Furr  
Notary Public  
My Commission Expires:  
7/31/2014



\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



Department of Financial Services  
**Purchasing Division**



75 Langley Drive • Lawrenceville, GA 30046-6935  
(tel) 770.822.8720 • (fax) 770.822.8735

**gwinnettcounty**

November 15, 2011

**RP034-11**  
**Provision of Inmate Coinless Phone Equipment at the Gwinnett County Correctional  
Complex on an Annual Contract**  
**Addendum #1**

Make the following change to the above-mentioned bid:

- The due date for this proposal has been postponed until 2:50pm on November 28, 2011

This addendum should be signed and returned as part of the bid submittal.

Sincerely,  
*Holly Cafferata*  
Purchasing Associate II

Company Name Global Tel\*Link, Inc.

Authorized Rep. *K Alan Heuser* 11/16/11  
K Alan Heuser





75 Langley Drive • Lawrenceville, GA 30046-6935  
(tel) 770.822.8720 • (fax) 770.822.8735

**gwinnettcounty**

November 21, 2011

**ADDENDUM #2**

**RP034-11**

**Provision of Inmate Coinless Phone Equipment at the Gwinnett County Correctional Complex**

This addendum is being sent to answer questions received and for clarification.

Q1: Regarding letter *t* on page 6 of the proposal document, what do you mean by "Cable of monitoring status of each line?"

A1: The vendor should be able to provide the Department of Corrections with the capability of both visual line monitoring and audio monitoring of live conversations that is not detectable by either the inmate or the called party.

Q2: Are bidders required to be registered as Payphone Service Providers or just Inmate Telephone Service Providers?

A2: Bidders are required to be registered as a Payphone Service Provider and an Inmate Telephone Service Provider.

Q3: Are all phones on the Work Release side of the Correctional Complex coin operated?

A3: Yes

Q4: Do you currently have the capability for video-calling on your phone lines?

A4: No

Q5: Are all phones on the inmate side of the Correctional Complex collect-call only?

A5: Yes. There is no coin capability on these phones.

Q6: Is there a phone system in the lockdown unit?

A6: Yes. There is one cordless phone in this unit.

Q7: Does the Department of Corrections have pin numbers set up with your current phone system?

A7: Yes. The phone carrier loads the pin numbers into the system.

Q8: Who is your current vendor for commissary services?

A8: OASIS Management Systems, Inc. is the current provider.

Q9: Do you want the phone system integrated with the commissary services?

A9: Yes. We would like this capability for future use. An RFP for commissary service will be going out next year and a phone ordering system is a feature we will seek to have.

Q10: Do you currently use calling cards?

A10: No

Q11: Is collect-calling the only capability of coinless phones?

A11: Yes.

Q12: What are the current call rates?

A12: \$2.70

Q13: What is the current commission rate?

A13: 55.5%

Q14: Would Gwinnett County Corrections consider replacing coin phones with coinless phones?

A14: No.

Q15: Where is the server at this site?

A15: The server is located in the communications room. All lines go to this server.

Q16: Is there a manual switch on the coin phones? Coinless phones?

A16: No. The coin phones are on all the time. The coinless phones are manually turned off during non-operational time. We have the ability to selectively disable a single phone, bank of phones or all phones within the institution.

Q17: Page 8, item C. System Support: Requires guarantee of service, parts, full service capability etc...be maintained for a minimum 10 years beginning on the date of system acceptance. This question appears to reference the County purchasing a system or service and the potential for future County expenditures. Is this requirement needed since this is a revenue generating agreement with all system service & maintenance costs absorbed by the vendor?

A17: This statement references the support of the telephone equipment system the vendor will supply to Gwinnett County. The vendor is responsible for furnishing all labor, materials, equipment and services necessary, or reasonably incidental to, the installation of one completed and operating system and/or service.

Q18: Can the County please confirm that the \$2.70 rate is flat-rated for anywhere in the country and whether this rate applies to all call types or only Collect calls? If the \$2.70 rate only applies to Collect calls but other calling options are available, can the County please confirm which call types are available and the related rates charged?

A18: Local Collect Rate: \$2.70;  
IntraLATA Collect Rate: \$2.10 surcharge plus \$0.215 per minutes  
InterLATA Collect Rate: \$2.10 surcharge plus \$0.27 per minutes  
InterState Collect Rate: \$3.95 surcharge plus \$0.89 per minutes

Q19: Confirm that the County requires commission to be paid on Gross completed call revenue (i.e. every answered and accepted phone call including collect, prepaid collect and debit calls) with no deduction for unbillable or uncollectible calls or for any cost associated with providing the described service.

A19: Yes. Billing begins when the called party positively accepts the call and the connection is made, allowing the inmate to talk with the called party. No regulated fees, taxes, and any tax-like surcharges or pass through fees, added to the party's monthly bill do not affect in any way (neither added to nor subtracted from) the total gross revenue from inmate calls, upon which the County's commission is based.

Q20: In order to ensure a level playing field for all bidders; please confirm that the successful vendor must provide new equipment. Also, please verify that this applies to both new potential bidders and the incumbent provider.

A20: The successful vendor must provide one complete and operating system. See page 4, item C.3 of the invitation to bid.

Q21: Is the inmate trust account managed through the commissary system or the Jail Management System or other system?

A21: The inmate trust account is managed through the InTrust System.

Q22: Does the current vendor offer prepaid debit phone cards or commissary-based debit calling to inmates? If so, how does the County receive commissions on these revenues?

A22: Yes; however, we have elected not to use this service at this time.

Q23: In lieu of debit cards, will the County consider a card-free inmate debit calling option, which will be faster, more efficient, and easier for the County to manage than physical debit cards?

A23: We currently don't use debit cards

Q24: Jail Management Integration -- Please provide the name and contact information for the current JMS vendor.

A24: CiK Consulting Group (InTrust System)  
c/o Charles de Haas  
10480 Water Hyacinth Dr, Orlando, FL 32825  
407-412-9576

Q25: References: If a Vendor does not currently provide inmate telephone service to accounts within the State of Georgia, is it acceptable to provide references with similar size and project scope located in other states?

A25: Yes.

Q26: Please confirm if Work Release Inmates can use their cell phones while at work during the day; then place their cell phones in their locker outside of their dormitory when returning from work each afternoon.

A26: Work Release inmates can use their cell phones during the day when they are away from the facility. The WR residents have to place their cell phones in a locker outside the dormitory. Cell phones, calling cards and 800 number calls are not allowed inside the facility.

Q27: Please provide current per call surcharge and rate per minute for local, intralata, interlata, and interstate for collect and prepaid call types for coin and coinless phones.

A27: Local Collect Rate: \$2.70;  
IntraLATA Collect Rate: \$2.10 surcharge plus \$0.215 per minute  
InterLATA Collect Rate: \$2.10 surcharge plus \$0.27 per minute  
InterState Collect Rate: \$3.95 surcharge plus \$0.89 per minute

Q28: Regarding the documents to be submitted: Page 1 asks for one unbound original and 3 copies. Should the copies be unbound as well? Page 11 asks for a Fee Schedule to be submitted in a separate envelope. Does the County want one original and three copies of this or just one original?

A28: The copies of the proposals need to be bound. One original and three copies of the fee schedule should be submitted in a separate sealed envelope.

Q29: Certain vendors have adopted a process of reclassifying calls that generate revenue, but they consider these calls not part of "Gross Billed Revenue". Please confirm that all calls originating and completed from the facility, regardless of classification or billing type, must be rated at the agreed upon contract rates, don't exceed the Georgia Public Service Commission rate caps, and are commissioned at the proposed commission percentages detailed in the Fee Schedule on page 11 of the RFP.

A29: All calls originating and completed from the facility, regardless of classification or billing type, must be rated at the agreed upon contract rates, not to exceed the Georgia Public Service Commission rate caps, and are commissioned at the proposed commission percentages detailed in the Fee Schedule in the RFP.

Q30: Fee Schedule RFP page 11: The only end user rate detail and accompanying commission offer required is for a local collect call. Page 3 details call volumes with additional call types. What is the format/process for including proposed intralata, interlata and interstate rates and associated commission offers?

A30: You can use the format you prefer to submit this information in your proposal.

Q31: General Instructions, Section IX mentions a 5% bid bond, if required. There is no other mention of a bond in the RFP.

- Given the fact that there is no cost to the County for inmate phone service, is a bid bond required?
- If so, how should the 5% be calculated? 5% of the projected monthly commissions paid to the County or 5% of the proposed call processing equipment value? Or some other figure?
- Will the County accept a certified check for the bid bond in lieu of a traditional bond?

A31: A bid bond is not required for this contract.

Q32: General Instruction - Section IX mentions a 100% performance bond and a 100% payment bond, if required.

- Given the fact that there is no cost to the County, are these bonds required?
- If so, how should the 100% be calculated? 100% of the commissions projected for a 90 or 120 day period? (the approximate time it would take to select and award the contract to another vendor in the event of non-performance.) or 100% of the site installed equipment value?

A32: Performance or payment bonds are not required for this contract.

Q33: General Specifications, Section C, Item 19.A – refers to Voice Response Capability? Is this referring to the ability to provide automated voice prompts to guide the inmate and the called party through the call? If not, please provide additional description of what is being requested.

A33: Yes.

Q34: The RFP calls for a Manufacturer's Letter of Comfort. We are the manufacturer of the proposed ITS, will a letter confirming the warranty meet this requirement?

A34: Yes.

Q35: Fee Schedule – Vendors charge varying fees for processing prepaid collect account payments via phone, web and kiosk. These fees can vary widely and reduce the amount of money that called parties have left in their budget to pay for inmate phone calls, which reduces the amount of call revenue on which to pay commissions. There is no place on the fee schedule to disclose these fees, which means that the County won't be able to compare this important aspect of the proposed services offered by each vendor. Will the County require each vendor to disclose the fees as an attachment to the Fee Schedule form provided with the RFP?

A35: Yes. This information should be included with the fee schedule.

Q37: In order to accurately evaluate the financial aspects of this opportunity, it is necessary to request more details pertaining to the historical call volume information that was previously provided in the RFP. It appears that all of the call data was combined into the Collect Call category. It would be most helpful to have a breakdown as to how much of that traffic was *AdvancePay* (PrePaid for by the Called Party). Also, it would be beneficial to know if the same commission percentage is being paid on all call traffic. If AdvancePay traffic was included in previously provided data, then a breakdown of the monthly call traffic, showing the average percentage of calls that were Prepaid, will be acceptable.

Call Category	# of Calls Per Month	# of Minutes Per Month	Total Revenue Per Month
LOCAL			
INTRALATA			
INTERLATA			
INTERSTATE			
International (Debit)			
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

A37: Due to our schedule and deadlines, this information is not available at this time. Any comments regarding these questions should be addressed in your proposal.  
(The 55.5% commission rate is paid on all calls, including AdvancePay.)

Q38: Our company believes that the County will benefit by having each proposer disclose all fees and charges that are associated with the different call types. The majority of proposers will provide the money order option at no cost. However, other charges and fees can drastically increase the rate of the call to the called party. Typically, these charges and fees are considered non-commissionable.

**Collect Call:**

Call Category	Surcharge or Connect Fee	Per Minute	Public Payphone Service Charge	Premise Imposed Fee	Universal Service Fee	USF Admin Fee	Billed Cost Recovery Fee	Additional Fees
Local								
Intra LATA								
Inter LATA								
InterState								

Please provide any discounts that are currently being provided by the Incumbent for PrePaid or Direct Billed traffic (i.e., Calls paid for by Called Party; presently known to the incumbent ITS Provider as *ADVANCEPAY*.) Also, please disclose the current Transaction Fees that are applied from customers using *FreeChat*, or via their *Automated Operator and Collect Process*.

**PrePaid / ADVANCEPAY: (Paid for by Called Party)**

Call Category	Surcharge or Connect Fee	Per Minute	Public Payphone Service Charge	Premise Imposed Fee	Universal Service Fee	USF Admin Fee	Transaction Fee	Additional Fees
Local								
Intra LATA								
Inter LATA								
InterState								

A38: Due to our schedule and deadlines, this information is not available at this time. Any comments regarding these questions should be addressed in your proposal.  
 (For AdvancePay customers, the Incumbent passes through applicable credit card transaction fees when consumers elect to setup their accounts using a credit card.)

Q39: Is there currently any type of biometrics, or other technology, being used in conjunction with PINs? If so, please disclose any technological recovery fees that are being charged on each call for use of this technology.

A39: No.

Q40: Please provide a copy of the current inmate phone service agreement(s). The attached "Annual Service Provider Contract" seems to be written for Providers that the County will be paying or purchasing services from, rather than Providers that will be paying commission and providing services to the County.

A40: The current contract is posted on the ftp site. See below for instructions on how to access this site.

User Access Procedures

1. The external user will access through their browser (such as Microsoft Explorer) by entering: ftp://74.174.32.37
2. The user will enter the information below to get access:
  - Login: gwinnett
  - Password: pub7368
3. Click on folder that is listed as Purchasing.
4. Click on the Inmate Coinless Phone Equipment folder to retrieve attachments.

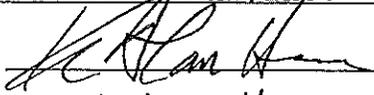
For clarification:

- The sign-in sheet from the pre-proposal conference is attached.
- Awarded vendor is expected to implement/maintain the PREA line. The PREA line (aka Sexual Abuse Hotline) has been created to encourage inmates to report sexual abuse/assault within the facility. The PREA line for the coinless phone is a free call that is accessible by dialing #77. The call is routing to the server and the message is retrieved by the phone administrator. The PREA

This addendum is to be signed and returned as part of your proposal package.

**Holly Cafferata**  
**Purchasing Associate II**

Company Name Global Tel\*Link, Inc.

Authorized Signature  11/22/11  
K Alan Heuser

Department of Financial Services  
**Purchasing Division**



75 Langley Drive • Lawrenceville, GA 30046-6935  
 (tel) 770.822.8720 • (fax) 770.822.8735

November 22, 2011

gwinnettcounty

**ADDENDUM #3**

**RP034-11**

**Provision of Inmate Coinless Phone Equipment at the Gwinnett County Correctional Complex**

This addendum is being sent for clarification.

- Regarding question 27 on addendum #2, change the IntraLATA and InterLATA rates to the following:  
 IntraLATA Collect Rate: \$2.00 surcharge plus \$0.19 per minute  
 InterLATA Collect Rate: \$2.00 surcharge plus \$0.19 per minute

The answers to questions 37 and 38 were not addressed in addendum #2. They are addressed below as question 1 and 2. The monthly call volumes detailed below are for inmate phones only and do not include the coin revenue from Work Release that was already detailed in the RFP document.

- Q1: In order to accurately evaluate the financial aspects of this opportunity, it is necessary to request more details pertaining to the historical call volume information that was previously provided in the RFP. It appears that all of the call data was combined into the Collect Call category. It would be most helpful to have a breakdown as to how much of that traffic was *AdvancePay* (PrePaid for by the Called Party). Also, it would be beneficial to know if the same commission percentage is being paid on all call traffic. If AdvancePay traffic was included in previously provided data, then a breakdown of the monthly call traffic, showing the average percentage of calls that were Prepaid, will be acceptable.

A1: Call Type   # of Calls   # of Minutes   Revenue

Local	4,098	53,872	\$11,064
Intralata	474	5,640	\$1,792
Interlata	94	1,221	\$420
Interstate	91	871	\$1,134

- Q2: Please provide any discounts that are currently being provided by the Incumbent for PrePaid or Direct Billed traffic (i.e., Calls paid for by Called Party; presently known to the incumbent ITS Provider as ADVANCEPAY.) Also, please disclose the current Transaction Fees that are applied from customers using FreeChat, or via their Automated Operator and Collect Process.

A2:

Account Transaction Fees	When Applied	Amount
Automated IVR Deposit of \$25	Per Transaction	\$4.75
Automated IVR Deposit of \$50	Per Transaction	\$9.50
Credit Card Deposit through GTL Website	Per Transaction	\$9.50
AdvancePay Account Close-Out Fee	One Time	\$5.00
Deposit sent to GTL via Western Union	Per Transaction	\$0.00
Certified Check mailed to GTL	Per Transaction	\$0.00
Money Order mailed to GTL	Per Transaction	\$0.00
Federal, State and Cost Recovery Fees	When Applied	Amount
Federal Universal Service Fee (FUSF)	Monthly per Invoice of Interstate Calls	15.3%
Federal Administration Cost Recovery Fee	Interstate Calls billed via paper invoice	\$1.99
State Carrier Cost Recovery Fee	Intrastate Calls billed via paper invoice	\$1.95



line for the coin phone is accessible by dialing a 1-800 number. The 1-800 number is routed to a voice box within the facility and the message is retrieved by the phone administrator.

**This addendum is to be signed and returned as part of your proposal package.**

Holly Cafferata  
Purchasing Associate II

Company Name Global Tel\*Link, Inc.

Authorized Signature  11/23/11

K. Alan Heuser



## **GENERAL CONDITIONS**



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**GENERAL CONDITIONS  
To Service Provider AGREEMENT**

Article

- 1 Definitions
- 2 Contract Documents
- 3 Changes and Extra Work
- 4 Personnel and Equipment
- 5 Accuracy of Work
- 6 Findings Confidential
- 7 Termination of Agreement for Cause
- 8 Termination for Convenience of the COUNTY
- 9 SERVICE PROVIDER to Cooperate with other SERVICE PROVIDERS
- 10 Indemnification
- 11 Covenant Against Contingent Fees
- 12 Insurance
- 13 Prohibited Interests
- 14 Subcontracting
- 15 Assignability
- 16 Equal Employment Opportunity
- 17 Anti-Kickback Clause
- 18 Audits and Inspectors
- 19 Ownership, Publication, Reproduction and Use
- 20 Verbal Agreement or Conversation
- 21 Independent Service provider



## 1 DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

- 1.1 COUNTY-means Gwinnett County, Georgia, a political subdivision of the State of Georgia.
- 1.2 SUPPLEMENTAL AGREEMENT-means a written order to SERVICE PROVIDER signed by COUNTY and accepted by SERVICE PROVIDER, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.
- 1.3 CONTRACT-means the Agreement Documents specifically identified and incorporated herein by reference in Section 2, CONTRACT DOCUMENTS.
- 1.4 AGREEMENT EXECUTION-means the date on which SERVICE PROVIDER executes and enters into an Agreement with the COUNTY to perform the Work.
- 1.5 AGREEMENT PRICE-means the total monies, adjusted in accordance with any provision herein, payable to the SERVICE PROVIDER under this Agreement.
- 1.6 CONTRACT TIME-means the period of time stated in this Agreement for the completion of the Work.
- 1.7 SERVICE PROVIDER-means the party or parties contracting directly with the COUNTY to perform Work pursuant to this Agreement.
- 1.8 DEPARTMENT- means the Director or designee of requesting department(s) named in this solicitation.
- 1.9 DRAWINGS-means collectively, all the drawings, receipt of which is acknowledged by the COUNTY, listed in this Agreement, and also such supplementary drawings as the SERVICE PROVIDER may issue from time to time in order to clarify or explain such drawing or to show details which are not shown thereon.
- 1.10 SPECIFICATIONS-means the written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.
- 1.11 SUB SERVICE PROVIDER-means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with SERVICE PROVIDER or with any of its subservice providers at any tier to provide a part of the Work called for by this Agreement.
- 1.12 WORK-means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by SERVICE PROVIDER under this Agreement.



- 1.13 LIAISON-Representative of the COUNTY who shall act as Liaison between the County and the SERVICE PROVIDER for all matters pertaining to this Agreement, including review of SERVICE PROVIDER'S plans and work.

## 2 CONTRACT DOCUMENTS

### 2.1 CONFLICT AND PRECEDENCE

The Agreement, any required bonds, the General Conditions, the Appendices, the Detailed Scope of Work, the Specifications, the Drawings, the Exhibits, and all Agreement Supplemental Agreements shall constitute the Agreement Documents.

### 2.2 CONFLICT AND PRECEDENCE

2.2.1 The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Supplemental Agreements
2. Agreement
3. General Conditions
4. Detailed Scope of Work
5. Specifications
6. Drawings

## 3 CHANGES AND EXTRA WORK

The COUNTY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the SERVICE PROVIDER'S compensation, which are mutually agreed upon by and between the COUNTY and the SERVICE PROVIDER, shall be incorporated in written Supplemental Agreements to the Agreement.

## 4 PERSONNEL AND EQUIPMENT

The SERVICE PROVIDER represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the COUNTY. Primary liaison with the COUNTY will be through its designee. All of the services required hereunder will be performed by the SERVICE PROVIDER under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

The SERVICE PROVIDER shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work; and further shall employ only qualified surveyors in responsible charge of any survey work.

The SERVICE PROVIDER shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of



Registration, being in the full employ of the SERVICE PROVIDER and responsible for the work prescribed by this Agreement.

5 ACCURACY OF WORK

The SERVICE PROVIDER shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensations.

Acceptance of the work by the COUNTY will not relieve the SERVICE PROVIDER of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6 FINDINGS CONFIDENTIAL

The SERVICE PROVIDER agrees that its conclusions and any reports are for the confidential information of the COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the COUNTY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by the SERVICE PROVIDER pursuant thereto shall become the property of the COUNTY and be delivered to the DEPARTMENT.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the COUNTY.

It is further agreed that if any information concerning the PROJECT, its conduct, results, or data gathered or processed should be released by the SERVICE PROVIDER without prior approval from the COUNTY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the SERVICE PROVIDER, but should any such information be released by the COUNTY or by the SERVICE PROVIDER with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7 TERMINATION OF AGREEMENT FOR CAUSE

If through any cause the SERVICE PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the SERVICE PROVIDER shall violate any of the covenants, agreements or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the SERVICE PROVIDER of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid scheduler without prior approval of the COUNTY shall constitute cause for termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the SERVICE PROVIDER under this Agreement shall become the property of the COUNTY, and the SERVICE PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as determined by the COUNTY.

8 TERMINATION FOR CONVENIENCE OF THE COUNTY

The COUNTY may terminate this Agreement for its convenience at any time upon 30 days notice in writing to the SERVICE PROVIDER. If the Agreement is terminated by the COUNTY as provided in this Article 8, the SERVICE PROVIDER will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion



to be submitted by the SERVICE PROVIDER which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

All such expenses shall be properly documented and submitted to the COUNTY for processing and payment. The County shall be the final authority in the event of any disputes over authorized costs between the COUNTY and the Service Provider.

9 SERVICE PROVIDERS TO COOPERATE WITH OTHER SERVICE PROVIDERS

If the COUNTY undertakes or awards other contracts for additional related work, the SERVICE PROVIDER shall fully cooperate with such other SERVICE PROVIDERS and the COUNTY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the COUNTY. The SERVICE PROVIDER shall not commit or permit any act which will interfere with the performance of work by any other SERVICE PROVIDER or COUNTY employees.

10 INDEMNIFICATION

SERVICE PROVIDER agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors or omissions of the SERVICE PROVIDER. SERVICE PROVIDER'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

SERVICE PROVIDER further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the SERVICE PROVIDER.

11 COVENANT AGAINST CONTINGENT FEES

The SERVICE PROVIDER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by SERVICE PROVIDER for the purpose of securing business and that the SERVICE PROVIDER has not received any non- COUNTY fee related to this Agreement without the prior written consent of the COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

12 INSURANCE

The SERVICE PROVIDER shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy (s) that will ensure and indemnify both GWINNET COUNTY and SERVICE PROVIDER against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the SERVICE PROVIDER



during the term of this Agreement. The liability under such insurance policy shall be not less than as stated in the Bid Proposal.

The SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, Professional Liability Insurance with a limit of not less than that as stated in the Bid Proposal.

Additionally, SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, automobile liability insurance with a limit of not less than that as stated in the Bid Proposal.

The policies shall be written by a responsible company(s), to be approved by the COUNTY, and shall be non-cancelable except on thirty-(30) days' written notice to the COUNTY. Such policies shall name the COUNTY as additional insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

### 13 PROHIBITED INTERESTS

13.1 Conflict of Interest: The SERVICE PROVIDER agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder.

13.2 Interest of Public Officials: No member, officer, or employee of the COUNTY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

### 14 SUBCONTRACTING

The SERVICE PROVIDER shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the DEPARTMENT's prior written approval of the subservice provider, except as may have been specifically stated in the SERVICE PROVIDER'S response to proposal per Exhibit A. The DEPARTMENT will not approve any subservice provider for work covered by this Agreement that has not been recommended for approval by the Department Director.

All subcontracts in the amount of \$5,000 or more shall include the provisions set forth in this Agreement.

### 15 ASSIGNABILITY

The SERVICE PROVIDER shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the COUNTY.

### 16 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the SERVICE PROVIDER agrees as follows: (1) the SERVICE PROVIDER will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the SERVICE PROVIDER will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the SERVICE PROVIDER will cause the



foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subservice provider, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

17 ANTI-KICKBACK CLAUSE

Salaries of architects, draftsmen, technical engineers and engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The SERVICE PROVIDER hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

18 AUDITS AND INSPECTORS

At any time during normal business hours and as often as the COUNTY may deem necessary, the CONSULTANT shall make available to the COUNTY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the COUNTY to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The SERVICE PROVIDER shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the COUNTY or any reviewing agencies, and copies thereof shall be furnished upon request. The SERVICE PROVIDER agrees that the provisions of this Article shall be included in any Agreements it may make with any subservice provider, assignee, or transferee.

19 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared pursuant to this Agreement are the property of the COUNTY. The COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The COUNTY shall hold harmless and indemnify the SERVICE PROVIDER against all claims arising out of such use of documents and materials without the SERVICE PROVIDER'S knowledge and consent.

20 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the COUNTY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the SERVICE PROVIDER to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

21 INDEPENDENT SERVICE PROVIDER

The SERVICE PROVIDER shall perform the services under this Agreement as an independent service provider and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the SERVICE PROVIDER or any of its agents or employees to be the agent, employee, or representative of the COUNTY.



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22     NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

**GTL Response:** GTL has read, understands, and concurs with all General Conditions stated above.

An example of a standard GTL IPS contract is enclosed on the following nine pages. GTL will negotiate with the County for the format and content of the signed and executed contract.

# GLOBAL TEL\*LINK CORPORATION

12021 Sunset Hills Road, Ste. 100  
Reston, Virginia 20190  
Tel. 703-955-3915  
Fax 703-435-0980  
Web <http://www.globaltellink.com>

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## 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 \_\_\_\_\_, with an address at \_\_\_\_\_ ("Premise Provider").

**1. Term.** This Agreement shall be in effect for \_\_\_\_\_ (\_\_\_) years, commencing from the date of the full execution of this Agreement. Commission calculations shall begin as of the first date of documented operation and first call completion. Unless either party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days from the end of the original or any renewal term, this Agreement shall automatically renew for additional one (1) year terms.

**2. 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: \_\_\_\_\_ (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.

**3. 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.

**4. Compensation.** Remuneration shall be \_\_\_\_\_ percent (\_\_\_%) of the gross revenue billed or prepaid for all phones covered by this Agreement. Gross Revenue shall mean all revenue generated by every completed call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account transaction fees; and (iv) any amount Company collects for, or pays to, third 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, and any costs incurred by Company in connection with such programs. Payments shall be paid monthly. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company in accordance with Section 10 within sixty (60) days of receipt of commission payment by the Premise Provider.

Commission payments will be delivered to the address listed in this Section, which may be changed by Premise Provider from time to time upon notice to Company in accordance with terms of the notice provision of this Agreement.

<<Name of Premise Provider>>

<<Street Address>>

<<City, State Zip>>

Attn: <<Name or Title of Payment Contact>>

**5. Rates.** The telephone rate structure and surcharge rates shall not exceed the maximum rates as authorized by the state's telecommunication regulatory authority and the Federal Communications Commission (FCC). 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.

**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.

From the date this Agreement is signed by both parties until three (3) years after the expiration or earlier termination of the Agreement, the parties shall keep confidential the terms of this Agreement and of the response of Company to any request for proposal that led to this Agreement. Each party shall also keep confidential any information it learns about the other's business or operations during its performance under this Agreement. The parties may make disclosures to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform their obligations hereunder, provided, however, that the parties shall cause all Agents to honor the provisions of this Section. The parties may also make disclosures as required by law as long as, before any disclosure, the party subject to the disclosure requirement promptly notifies the other party of the requirement and allows the other party the opportunity to oppose the disclosure. Neither party will be obligated to keep confidential the other's information to the extent it was known to that party prior to the date of this Agreement without any obligation or

request for confidentiality, is or becomes publicly known through no wrongful act of the party, is rightfully received from a third party who has no confidentiality obligation with respect to the information, or is developed independently by the party (and this can be verified).

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 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 it 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.
- (f) Stipulate that Company has no responsibility to advise Premise Provider with respect to any 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 law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the inmate call monitoring and recording capabilities supplied through this Agreement. 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 arising out of failure of Premise Provider (or the

Company at the direction of the Premise Provider) to comply with such law, regulation or guideline.

(g) 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; provided, however, that Company shall have the right to use the CDRs and recordings to respond to legal requests, to provide the services under this Agreement, and for other lawful business purposes.

**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:**

**To Premise Provider:**

**Global Tel\*Link Corporation**

12021 Sunset Hills Road

Suite 100

Reston, Virginia 20190

Phone: (703) 955-3915

Fax: (703) 435-0980

**ATTN: Legal Department**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone:

Fax:

**ATTN:**

**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 Virginia.

**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. Company'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.

**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, including any new administration or head of Premise Provider; 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. 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 Reston, Virginia, USA. 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 ninety (90) 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 Reston, Virginia, USA. 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.

**20. Survival.** Upon the expiration or earlier termination of the term of this Agreement, the parties shall have no further obligations to each other, except as specifically provided in a written agreement, duly executed by the parties. Notwithstanding the foregoing, Sections 7(f), 8, 9, 11, and 12 shall survive the expiration or earlier termination of this Agreement, and neither party will be released from any liability arising from any breach or violation by that party of the terms of this Agreement prior to the expiration or termination.

**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.

[Signature Page Follows]

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**Company**

**Premise Provider**

**Global Tel\*Link Corporation**

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: Jeffrey B. Haldinger  
Title: President, Services

Name:  
Title:

## Exhibit A

### **Facility Name and Address:**

### **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**

12021 Sunset Hills Road, Ste. 100  
Reston, Virginia 20190  
Tel. 703-955-3915  
Fax 703-435-0980  
Web <http://www.globaltellink.com>

**LETTER OF AGENCY**

DATE: \_\_\_\_\_

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:

\_\_\_\_\_ (LOCAL EXCHANGE CARRIER)

FOR OUR TELECOMMUNICATIONS SERVICE LOCATED AT (EXACT ADDRESS(ES) OF JAIL FACILITY(IES):

UNDER THE TERMS OF THIS AGREEMENT AND BY THIS LETTER, WE DO HEREBY AUTHORIZE **GLOBAL TEL\*LINK CORP.** TO DO THE FOLLOWING:

- (X) REQUEST DISCONNECTION OF EXISTING COIN/INMATE TELEPHONES
- (X ) INSTALL PHONES ON THEIR OWN BEHALF

THIS AUTHORIZATION DOES NOT PRECLUDE OUR ABILITY TO ACT IN OUR OWN BEHALF WHEN WE DEEM NECESSARY.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
BUSINESS TELEPHONE



# ANNUAL SERVICE PROVIDER CONTRACT



**ANNUAL  
SERVICE PROVIDER CONTRACT  
Provision of Inmate Coinless Phone Equipment**

This **CONTRACT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the "County"), and, (Party of the Second Part, hereinafter called the "Service Provider").

**NOW THEREFORE**, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

**1. TERM:**

This contract shall commence \_\_\_\_\_, for a one year period with one option to renew for an additional one year period.

**2. ATTACHMENTS:**

Copies of the Service Provider's proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the County during the Bid process (hereinafter collectively referred to as the "Bid ") are attached hereto (Exhibit A) and are specifically incorporated herein by reference. In the event of a conflict between the County's contract documents and the Bid, the County's contract documents shall control.

**3. PERFORMANCE:**

Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

**4. PRICE:**

As full compensation for the performance of this Contract, the County shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the County pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this Contract shall be charged to the County in accordance with the rate schedule referenced in the Bid (Exhibit A). The County agrees to pay the Service Provider following receipt by the County of a detailed invoice, reflecting the actual work performed by the Service Provider.

**5. INDEMNIFICATION AND HOLD HARMLESS:**

Service Provider agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors, or omissions of the Service Provider. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for



compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

**6. TERMINATION FOR CAUSE:**

The County may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the County's rights or remedies provided by law.

**7. TERMINATION FOR CONVENIENCE:**

The County may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the County's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

**8. CONTRACT NOT TO DISCRIMINATE:**

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

**9. ASSIGNMENT:**

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the County in writing.

**10. WAIVER:**

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

**11. SEVERABILITY:**

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

**12. GOVERNING LAW:**

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Gwinnett County, Georgia.



**13. MERGER CLAUSE:**

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

GWINNETT COUNTY, GEORGIA

By:

\_\_\_\_\_  
Charlotte J. Nash, Chairman  
Gwinnett County Board of  
Commissioners

ATTEST:

\_\_\_\_\_  
Signature

Diane Kemp, County Clerk  
Board of Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
Signature  
Gwinnett County Staff Attorney

SERVICE PROVIDER: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_



ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Corporate Secretary  
(Seal)

**GTL Response:** GTL has read, understands, and concurs with all Annual Service Provider Contract provisions stated above.

GTL requests that the following clause #14 be added to the contract provisions.

"14. During the term of this Agreement, including any renewal period(s), Premise Provider agrees to: (1) Stipulate that Company has no responsibility to advise Premise Provider with respect to any 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 law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the inmate call monitoring and recording capabilities supplied through this Agreement. 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 arising out of failure of Premise Provider (or the Company at the direction of the Premise Provider) to comply with such law, regulation or guideline; and (2) 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; provided, however, that Company shall have the right to use the CDRs and recordings to respond to legal requests, to provide the services under this Agreement, and for other lawful business purposes."

## STANDARD INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
  - (a) Employers Liability:
    - ✓ Bodily Injury by Accident - \$100,000 each accident
    - ✓ Bodily Injury by Disease - \$500,000 policy limit
    - ✓ Bodily Injury by Disease - \$100,000 each employee
  
2. Commercial General Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) The following additional coverage must apply:
    - ✓ 1986 (or later) ISO Commercial General Liability Form
    - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
    - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
    - ✓ Blanket Contractual Liability
    - ✓ Broad Form Property Damage
    - ✓ Severability of Interest
    - ✓ Underground, explosion, and collapse coverage
    - ✓ Personal Injury (deleting both contractual and employee exclusions)
    - ✓ Incidental Medical Malpractice
    - ✓ Hostile Fire Pollution Wording
  
3. Auto Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
  - (c) Additional Insured Endorsement
  - (d) Contractual Liability
  
4. Umbrella Liability Insurance - \$1,000,000 limit of liability
  - (a) The following additional coverage must apply
    - ✓ Additional Insured Endorsement
    - ✓ Concurrency of Effective Dates with Primary
    - ✓ Blanket Contractual Liability
    - ✓ Drop Down Feature
    - ✓ Care, Custody, and Control - Follow Form Primary
    - ✓ Aggregates: Apply Where Applicable in Primary
    - ✓ Umbrella Policy must be as broad as the primary policy
  
5. Gwinnett County Board of Commissioners should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
  
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
  
7. Certificate Holder should read:

Gwinnett County Board of Commissioners  
75 Langley Drive  
Lawrenceville, GA 30046-6935
  
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
  
9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.



10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

**GTL Response:** GTL understands and complies with all stated standard insurance requirements.

A copy of a recent insurance certificate is provided in the **Additional Information Exhibits, tab C.**



## **ADDITIONAL INFORMATION EXHIBITS**



# FOCUS INMATE TELEPHONE SYSTEM Implementation and Acceptance Test Plan (Baseline)

June 2010

RELEASE: a  
Document #: 100-5110-003



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## **1. PRE-CUTOVER FINALIZATION OF THE ITS DESIGN**

Before any hardware and software is ever deployed, there are several critical ITS design elements that must be finalized. These requirements are always specific to each customer. They include the information that is essential to ensuring a smooth transition and the efficient operation of the system such as:

- Definition of Inmate Class of Service
- Definition of Voice scripts and prompts
- Definition of User/Security Access, Groups, and Privileges by customer
- Determination of Interface requirements into non-ITS systems
- Identification of voice recording and CDR transfer requirements

The compilation of the requirements associated with these issues is done through an iterative process that will involve the customer and GTL.

### **1.1 Inmate Class of Service**

Inmate Class of Service is essentially the default parameters that define the operation of the ITS. The Class of Service includes such things as the time of day in which the telephones will be operational, the maximum duration of a telephone call, the time required between telephone calls, and any other calling limits or rights the DOC currently has or is seeking to impose upon the system. This data will be collected through a series of meetings between the customer's and GTL staff. The data is captured in a document call the Sales Order Form (SOF). The SOF is the official document that defines Class of Service and is used to build and configure the GTL **FOCUS** System prior to the systems being shipped.

### **1.2 Voice Scripts and Prompts**

The voice scripts and prompts that are played to the called party as well as the inmate are important design elements that will need to be finalized as part of the transition. These scripts and prompts include specific call brands announcing that the call is from an inmate at a correctional institution, instructional prompts required to complete calls, as well as disposition voice scripts associated with events such as blocked calls, payment issues, call terminations, etc. GTL will work with customer to identify and define exactly what voice prompts are required. These requirements are captured in the ITS End Code Voice Matrix Worksheet. The document defines under what



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The following table lists the detailed list of site features that can be granted to various user groups.

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#### **1.4 Non-ITS System Interfaces**

Many customers require interfaces into non-ITS systems such as prison location/booking systems, separate voice recording systems, or commissary/banking systems. These systems provide nightly, hourly, or near-real time data transfers to and from the ITS system. As part of the final design stage GTL will capture any interface requirements. The requirements will be meticulously documented in an Interface Control Document (ICD). AC will follow a system development life cycle process to ensure that any required interfaces are properly defined, designed, built, and tested with high quality. GTL and the customer will also define any networking requirements that must be met to enable the efficient and secure transfer of data.

#### **1.5 Voice Recording and Call Detail Record Transfer**

As part of the transition, GTL will work with the customer to define the requirements for migrating voice recordings and call detail records from the legacy systems to our ITS. Because the proposed customer ITS system features a centralized call processing architecture, transition will require the download of recordings from each correctional site to a portable lomega external storage device and transportation of the device to our data center, where the recordings will be uploaded onto our **FOCUS** systems. For the transfer to take place efficiently and the legacy recordings to be played on the **FOCUS** system, the legacy voice recording must be converted to the GTL voice recording format. GTL will work with the prior vendor to determine the prior vendor's voice recording format and then a utility will be built by GTL to convert the legacy file to the appropriate file format for the **FOCUS** system. During the cut-over of a particular correctional site, the installation team will coordinate with the prior vendor to ensure that the voice recording transfer is done as part of the site cut-over. The cut-over will not be considered complete until the voice recordings from a particular site have been uploaded to the centralized **FOCUS** servers.

## **2. CUT-OVER TO PRODUCTION**

The responsibilities for implementation, test, and cutover are organized by task and encompass all aspects of implementation. The following are the five major tasks associated with the implementation of the **FOCUS** system:

- Task 1: Pre-shipment & Shipment
- Task 2: Installation



- Verify equipment room dimensions
- Determine new security requirements – if any
- Determine new electrical wiring requirements – if any
- Validate telecommunications entrance and DEMARC facilities
- Verify grounding facilities meet NESC standards
- Develop pathway requirements
- Prepare Equipment Room drawings
- Document any additional electrical wiring if required

#### **2.1.4 Plan Cutover**

- Finalize change control procedures
- Validate cutover methods
- Verify existing station wiring plan
  - Determine trunk access codes
  - Customize trunk testing plans
  - Customize station testing plans
  - Communicate trouble reporting procedures
  - Identify critical stations
  - Compile station records
  - Assign station numbers
  - Set station change freeze date
  - Set network change freeze date
  - Finalize contingency plans

#### **2.1.5 Tools**

The ITS **FOCUS** system will be configured, tested, and shipped from Plano, Texas. The inmate telephones will be shipped from GTL or directly from the telephone manufacturer.

The following tools are required for implementation of an ITS system.

- Telecom headsets for testing of the voice circuits
- Ethernet Cable Continuity Checker
- Pliers
- Screw driver(s)
- Ring/Toner
- Wireless drill
- RJ-45/RJ-11 Crimper



phones working on the incumbent system over to the newly installed and tested **FOCUS** system.

2. An alternative approach would be the reverse sequencing of the above steps where GTL installs and test the trunks and new call processing system prior to installation of the new phones. Upon testing and validation of the new call processing capabilities, the installation team would transfer all the existing ITS phones over to the new call processors. The team would then begin a programmatic replacement of all telephone sets for an entire prison and work through the mutually developed schedule.

GTL is prepared to support either plan and will defer the ultimate decision and sequencing to the customer. Based on previous experiences GTL recommends using process #1 because it allows GTL the opportunity to inspect, test, validate and repair wiring deficiencies and ensure that all new phones are working before the system call processing is cut-over. Furthermore, it enables the existing vendor to continue providing service and to retain revenues up until the point when the GTL system is prepared for a full cut. When the new GTL call processing equipment is placed in service GTL will be 100% accountable for the functioning, operation and maintenance of all equipment in that facility.

#### ***2.2.1. Inmate telephone sets and associated hardware***

- Unpack all inmate telephone sets and associated hardware (backboards, pedestals, and hoods)
- Inspect for any damage
- Replace inmate telephone sets and associated hardware such as pedestals, backboards, and hoods at predetermined locations

#### ***2.2.2 FOCUS System***

- Unpack all the preconfigured equipment
- Inspect for any damage equipment
- Place the equipment as close as possible to the inmate wall block
- Power up UPS, switch, server equipment, and Telco provided Router
- Connect the channel bank to the inmate block
- Connect the router to the carrier provided Telco lines
- Connect trunks to system equipment
- Test telecommunications network trunks and features
- Verify network connectivity between the sites to the GTL Data Center



numbers/phones. This could also include the past "X" months of call detail records if required.

2. GTL and the County will agree on a format in which the data will be provided. All major vendor inmate telephone systems can output this data in some file format.
3. After manufacture and test of the **FOCUS** platform(s) to be deployed, GTL request a current file of database data per #1.
4. GTL will load the database data from the files supplied by the County into the GTL ITS database.

Upon installation, GTL completes acceptance validation of the ITS and readies the GTL ITS for cutover from the old system. Just prior to service cutover, a "delta" file dump should be made from the previous ITS (data which has changed since the data files per #3 above were created). This "delta" data is then loaded onto the GTL ITS by GTL installation technicians just prior to service cutover.

If an interface to the County's JMS and/or commissary automation system is required by the County, this interface must be in place and validated prior to cutover. This allows any database updates to be seamlessly transferred from the previous ITS to the new GTL ITS.

### **2.3.2 Cutover Plan**

The GTL Team stays onsite until the **FOCUS** ITS system is fully operational. The previous ITS will remain in a parallel production throughout the installation of the new GTL **FOCUS** hardware and software components. All cutover activities will be performed by GTL technical personnel on-site.

The plan stated below is predicated on a cutover of (a) first the ITS call processing core and then (b) the replacement of the inmate telephones (if applicable). If required, GTL can install the new inmate telephones prior to the cutover to the GTL ITS. This will be coordinated with the County prior to beginning installation.

#### Steps of Cutover:

1. The GTL ITS is completely validation tested.
2. Data and trunk facilities are validation tested at the distribution frame.

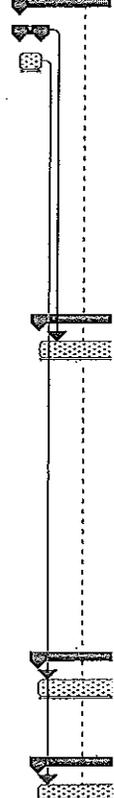


Facility Pre-Installation Work			
Tests and Checks Performed	Checked ✓	Tech's Initials	Date
Check – Station Blocks Mounted.			
Check – All inmate housings (stations) are in place and operational.			
Check – Create and/or verify Station ID list with Punch down documents. Punch down document. (Be ready to punch the stations in this order.)			
Check – TI's are in place and operational. Smart jack(s) or cable(s) located at or near where FOCUS equipment will reside.			
Check – Proper power outlets supplied – floor space adequate, environmental requirements met.			
Check – Network connection in place for FOCUS platform			
Check – Network connection in place for FOCUS Workstations.			
Check – Data Circuits in place for remote downloading. Line tested and labeled.			
SIGNATURE BLOCK			
GTL FSE	X	Date	
GTL Project Mgr.	X	Date	
GTL Project Mgr.	X	Date	

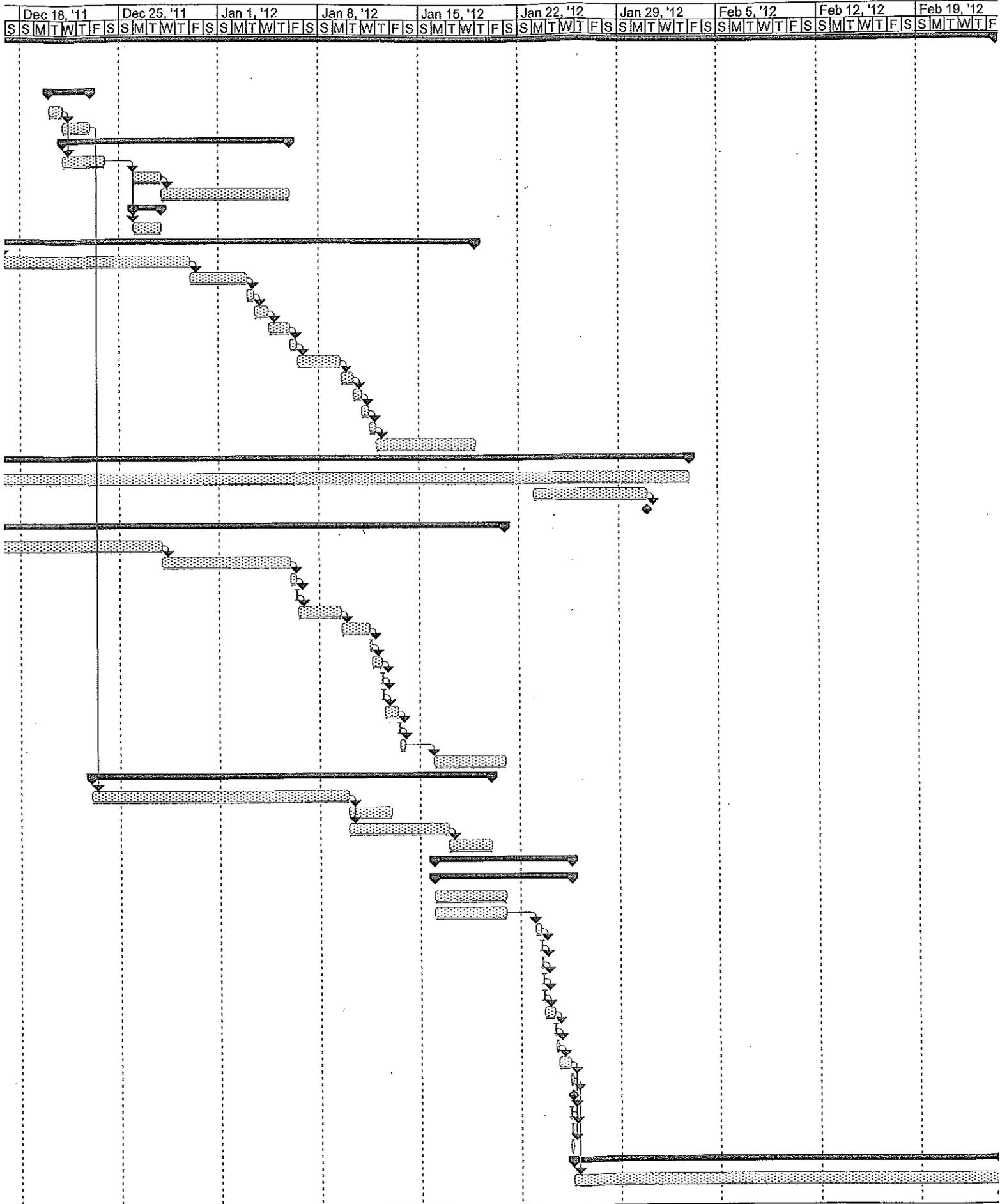
Physical Set-up Checklist			
Tests and Checks Performed	Checked ✓	Tech's Initials	Date
Check – UPS is fully charged and operational. (plugged in)			
Check all FOCUS Equipment for Damage.			
Check – Cabling from FOCUS to Blocks to IAD is adequate.			
Check – All cables labeled and properly secured.			
Check – Set up FOCUS workstation in predetermined location. Connect all peripherals and all cables labeled and properly secured.			
SIGNATURE BLOCK			
GTL FSE	X	Date	
GTL Project Mgr.	X	Date	
GTL Project Mgr.	X	Date	

Power Up Checklist			
Tests and Checks Performed	Checked ✓	Tech's Initials	Date
Test – FOCUS – Perform power-up test and confirm all machines start up correctly.			
Test – FOCUS UPS test (utilize UPS test switch and confirm system stays on)			
Test – Start up workstation and confirm proper startup and that network can be seen			
Test – FOCUS workstation – UPS test (utilize UPS test switch and confirm system stays on)			
SIGNATURE BLOCK			
GTL FSE	X	Date	
GTL Project Mgr.	X	Date	
GTL Project Mgr.	X	Date	

ID	Task Name	Duration	Start	Finish	11, '11									
					T	W	T	F	S	S	D			
1	<b>Gwinnett County Corrections</b>	51.76 days	Thu 12/15/11	Fri 2/24/12										
2	<b>Contract</b>	1 day	Thu 12/15/11	Thu 12/15/11										
3	Contract award	1 day	Thu 12/15/11	Thu 12/15/11										
4	<b>Implementation Meeting</b>	3 days	Tue 12/20/11	Thu 12/22/11										
5	Conduct Implementation meeting	1 day	Tue 12/20/11	Tue 12/20/11										
6	Meeting with exiting vendor to ensure no service disruptions	2 days	Wed 12/21/11	Thu 12/22/11										
7	<b>Site Surveys</b>	12 days	Wed 12/21/11	Thu 1/5/12										
8	Site Locations & Contacts	3 days	Wed 12/21/11	Fri 12/23/11										
9	Arrange Appointments	2 days	Mon 12/26/11	Tue 12/27/11										
10	Conduct site surveys for all correctional facilities	7 days	Wed 12/28/11	Thu 1/5/12										
11	<b>Network Design</b>	2 days	Mon 12/26/11	Tue 12/27/11										
12	Develop network architecture	2 days	Mon 12/26/11	Tue 12/27/11										
13	<b>Validation Activities</b>	24 days	Fri 12/16/11	Wed 1/18/12										
14	Order necessary hardware for GTL Validation	10 days	Fri 12/16/11	Thu 12/29/11										
15	Set-up of new validation server	2 days	Fri 12/30/11	Mon 1/2/12										
16	Network, wiring and access needs	0.5 days	Tue 1/3/12	Tue 1/3/12										
17	PIN and Allow List parameters delivered to MIS	1 day	Tue 1/3/12	Wed 1/4/12										
18	Rate tables loaded and tested	1.5 days	Wed 1/4/12	Thu 1/5/12										
19	Local routing tables loaded and tested	0.5 days	Fri 1/6/12	Fri 1/6/12										
20	Establish Validation LAN	1 day	Fri 1/6/12	Mon 1/9/12										
21	Rating tables loaded in Houston and Mobile	0.75 days	Mon 1/9/12	Tue 1/10/12										
22	Routing tables loaded in Houston and Mobile	0.75 days	Tue 1/10/12	Tue 1/10/12										
23	Facility Allow List profile loaded (as required)	0.5 days	Wed 1/11/12	Wed 1/11/12										
24	Facility PIN profile loaded (as required)	0.5 days	Wed 1/11/12	Wed 1/11/12										
25	Testing and certification	5 days	Thu 1/12/12	Wed 1/18/12										
26	<b>Line &amp; Equipment Orders</b>	35 days	Fri 12/16/11	Thu 2/2/12										
27	T1 circuit orders for site connectivity	35 days	Fri 12/16/11	Thu 2/2/12										
28	Analog line orders for each facility (support and trunk)	6 days	Mon 1/23/12	Mon 1/30/12										
29	Install lines and test end-to-end	0 days	Mon 1/30/12	Mon 1/30/12										
30	<b>System Production Activities</b>	26 days	Fri 12/16/11	Fri 1/20/12										
31	Contract procurement	8 days	Fri 12/16/11	Tue 12/27/11										
32	Controller / switching equipment assembly	7 days	Wed 12/28/11	Thu 1/5/12										
33	System operating system loaded	0.25 days	Fri 1/6/12	Fri 1/6/12										
34	Focus software loaded	0.25 days	Fri 1/6/12	Fri 1/6/12										
35	Focus configurations set	1 day	Fri 1/6/12	Mon 1/9/12										
36	Basic functionality testing begins	2 days	Mon 1/9/12	Wed 1/11/12										
37	Validation testing	0.4 days	Wed 1/11/12	Wed 1/11/12										
38	Specific site configurations loaded	0.2 days	Wed 1/11/12	Thu 1/12/12										
39	Pin files loaded	0.2 days	Thu 1/12/12	Thu 1/12/12										
40	Allow List files loaded	0.2 days	Thu 1/12/12	Thu 1/12/12										
41	Pre-shipment inspection and testing	1 day	Thu 1/12/12	Fri 1/13/12										
42	System packaging	0.25 days	Fri 1/13/12	Fri 1/13/12										
43	System readied for delivery	0.25 days	Fri 1/13/12	Fri 1/13/12										
44	Shipping	5 days	Mon 1/16/12	Fri 1/20/12										
45	<b>Training &amp; Instructional Materials</b>	20 days	Fri 12/23/11	Thu 1/19/12										
46	Develop training material	12 days	Fri 12/23/11	Mon 1/9/12										
47	Create inmate dialing and trouble report instructions	3 days	Tue 1/10/12	Thu 1/12/12										
48	Edit billing and Advance Pay brochures	5 days	Tue 1/10/12	Mon 1/16/12										
49	Distribution to Gwinnett County	3 days	Tue 1/17/12	Thu 1/19/12										
50	<b>Cutover Facilities</b>	7.76 days	Mon 1/16/12	Wed 1/25/12										
51	<b>Gwinnett County Corrections</b>	7.76 days	Mon 1/16/12	Wed 1/25/12										
52	Site prep, wiring and inmate phone cross connect - 64 stations	5 days	Mon 1/16/12	Fri 1/20/12										
53	Infrastructure Work: cabling and cut-off keys	5 days	Mon 1/16/12	Fri 1/20/12										
54	Installation of network Interface unit	0.25 days	Mon 1/23/12	Mon 1/23/12										
55	Lightning Protection Installation	0.13 days	Mon 1/23/12	Mon 1/23/12										
56	Cross-Connect Block Installation	0.13 days	Mon 1/23/12	Mon 1/23/12										
57	Workstation cabling	0.13 days	Mon 1/23/12	Mon 1/23/12										
58	Workstation set-up	0.12 days	Mon 1/23/12	Mon 1/23/12										
59	Setup of the Focus Platform	0.25 days	Mon 1/23/12	Tue 1/24/12										
60	Activation of the voice and data network.	0.25 days	Tue 1/24/12	Tue 1/24/12										
61	Preliminary system testing (Installation Document L1 completed)	0.5 days	Tue 1/24/12	Tue 1/24/12										
62	System Turn Up and cutover	0.5 days	Tue 1/24/12	Wed 1/25/12										
63	System Test and Acceptance (Installation Document L2 completed)	0.5 days	Wed 1/25/12	Wed 1/25/12										
64	Remove old equipment	0 days	Wed 1/25/12	Wed 1/25/12										
65	Technician Training of facility staff	0.2 days	Wed 1/25/12	Wed 1/25/12										
66	Clean-up and monitoring of the LazerPhone system	0.2 days	Wed 1/25/12	Wed 1/25/12										
67	Formal facility training	0.5 days	Wed 1/25/12	Wed 1/25/12										
68	<b>Acceptance Validation / Final Acceptance</b>	22 days	Wed 1/25/12	Fri 2/24/12										
69	Acceptance Validation period	22 days	Wed 1/25/12	Fri 2/24/12										
70	Final Acceptance	0 days	Fri 2/24/12	Fri 2/24/12										



Corrections Implementation Plan





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/01/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services South, Inc. Atlanta GA Office 3565 Piedmont Rd NE, 81g1, #700 Atlanta GA 30305 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (847) 953-5390	
	<b>E-MAIL ADDRESS:</b> PRODUCER CUSTOMER ID #: 570000039743	
<b>INSURED</b> GTEL Holdings, Inc. Global Tel* Link Corporation 107 St. Francis St., 33rd Floor Mobile AL 36602 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Great Northern Insurance Co. (L) A+XV	NAIC #: 20303
	<b>INSURER B:</b> Federal Insurance Company (L) A+XV	NAIC #: 20281
	<b>INSURER C:</b> Chubb Indemnity Insurance Co. (L) A+XV	NAIC #: 12777
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

Holder Identifier:

**COVERAGES**

CERTIFICATE NUMBER: 570040009189

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			35833545	09/01/2010	09/01/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Errors & Omissions \$1,000,000
GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON OWNED AUTOS			7353-38-39	09/01/2010	09/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB. <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION			79839962	09/01/2010	09/01/2011	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71725786	09/01/2010	09/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No.: 570040009189

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

\*For Bid Purposes Only\*

**CERTIFICATE HOLDER****CANCELLATION**
 Global Tel\* Link  
 6612 East 75th Street, 4th Floor  
 Indianapolis IN 46250 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



75 Langley Drive • Lawrenceville, GA 30046-6935  
 (tel) 770.822.8720 • (fax) 770.822.8735

November 22, 2011

gwinnettcounty

**ADDENDUM #3**

**RP034-11**

**Provision of Inmate Coinless Phone Equipment at the Gwinnett County Correctional Complex**

This addendum is being sent for clarification.

- Regarding question 27 on addendum #2, change the IntraLATA and InterLATA rates to the following:  
 IntraLATA Collect Rate: \$2.00 surcharge plus \$0.19 per minute  
 InterLATA Collect Rate: \$2.00 surcharge plus \$0.19 per minute

The answers to questions 37 and 38 were not addressed in addendum #2. They are addressed below as question 1 and 2. The monthly call volumes detailed below are for inmate phones only and do not include the coin revenue from Work Release that was already detailed in the RFP document.

- Q1: In order to accurately evaluate the financial aspects of this opportunity, it is necessary to request more details pertaining to the historical call volume information that was previously provided in the RFP. It appears that all of the call data was combined into the Collect Call category. It would be most helpful to have a breakdown as to how much of that traffic was *AdvancePay* (PrePaid for by the Called Party). Also, it would be beneficial to know if the same commission percentage is being paid on all call traffic. If *AdvancePay* traffic was included in previously provided data, then a breakdown of the monthly call traffic, showing the average percentage of calls that were Prepaid, will be acceptable.

A1: Call Type   # of Calls   # of Minutes   Revenue

Local	4,098	53,872	\$11,064
Intralata	474	5,640	\$1,792
Interlata	94	1,221	\$420
Interstate	91	871	\$1,134

- Q2: Please provide any discounts that are currently being provided by the Incumbent for PrePaid or Direct Billed traffic (i.e., Calls paid for by Called Party; presently known to the incumbent ITS Provider as *ADVANCEPAY*.) Also, please disclose the current Transaction Fees that are applied from customers using *FreeChat*, or via their Automated Operator and Collect Process.

A2:

Account Transaction Fees	When Applied	Amount
Automated IVR Deposit of \$25	Per Transaction	\$4.75
Automated IVR Deposit of \$50	Per Transaction	\$9.50
Credit Card Deposit through GTL Website	Per Transaction	\$9.50
AdvancePay Account Close-Out Fee	One Time	\$5.00
Deposit sent to GTL via Western Union	Per Transaction	\$0.00
Certified Check mailed to GTL	Per Transaction	\$0.00
Money Order mailed to GTL	Per Transaction	\$0.00
Federal, State and Cost Recovery Fees	When Applied	Amount
Federal Universal Service Fee (FUSF)	Monthly per Invoice of Interstate Calls	15.3%
Federal Administration Cost Recovery Fee	Interstate Calls billed via paper invoice	\$1.99
State Carrier Cost Recovery Fee	Intrastate Calls billed via paper Invoice	\$1.95



This addendum is to be signed and returned as part of your proposal package.

**Holly Cafferata**  
**Purchasing Associate II**

Company Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_



75 Langley Drive • Lawrenceville, GA 30046-6935  
(tel) 770.822.8720 • (fax) 770.822.8735

November 21, 2011

**ADDENDUM #2**

**RP034-11**

**Provision of Inmate Coinless Phone Equipment at the Gwinnett County Correctional Complex**

This addendum is being sent to answer questions received and for clarification.

Q1: Regarding letter *t* on page 6 of the proposal document, what do you mean by "Cable of monitoring status of each line?"

A1: The vendor should be able to provide the Department of Corrections with the capability of both visual line monitoring and audio monitoring of live conversations that is not detectable by either the inmate or the called party.

Q2: Are bidders required to be registered as Payphone Service Providers or just Inmate Telephone Service Providers?

A2: Bidders are required to be registered as a Payphone Service Provider and an Inmate Telephone Service Provider.

Q3: Are all phones on the Work Release side of the Correctional Complex coin operated?

A3: Yes

Q4: Do you currently have the capability for video-calling on your phone lines?

A4: No

Q5: Are all phones on the inmate side of the Correctional Complex collect-call only?

A5: Yes. There is no coin capability on these phones.

Q6: Is there a phone system in the lockdown unit?

A6: Yes. There is one cordless phone in this unit.

Q7: Does the Department of Corrections have pin numbers set up with your current phone system?

A7: Yes. The phone carrier loads the pin numbers into the system.

Q8: Who is your current vendor for commissary services?

A8: OASIS Management Systems, Inc. is the current provider.

Q9: Do you want the phone system integrated with the commissary services?

A9: Yes. We would like this capability for future use. An RFP for commissary service will be going out next year and a phone ordering system is a feature we will seek to have.

Q10: Do you currently use calling cards?

A10: No

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Q11: Is collect-calling the only capability of coinless phones?

A11: Yes.

Q12: What are the current call rates?

A12: \$2.70

Q13: What is the current commission rate?

A13: 55.5%

Q14: Would Gwinnett County Corrections consider replacing coin phones with coinless phones?

A14: No.

Q15: Where is the server at this site?

A15: The server is located in the communications room. All lines go to this server.

Q16: Is there a manual switch on the coin phones? Coinless phones?

A16: No. The coin phones are on all the time. The coinless phones are manually turned off during non-operational time. We have the ability to selectively disable a single phone, bank of phones or all phones within the institution.

Q17: Page 8, item C. System Support: Requires guarantee of service, parts, full service capability etc...be maintained for a minimum 10 years beginning on the date of system acceptance. This question appears to reference the County purchasing a system or service and the potential for future County expenditures. Is this requirement needed since this is a revenue generating agreement with all system service & maintenance costs absorbed by the vendor?

A17: This statement references the support of the telephone equipment system the vendor will supply to Gwinnett County. The vendor is responsible for furnishing all labor, materials, equipment and services necessary, or reasonably incidental to, the installation of one completed and operating system and/or service.

Q18: Can the County please confirm that the \$2.70 rate is flat-rated for anywhere in the country and whether this rate applies to all call types or only Collect calls? If the \$2.70 rate only applies to Collect calls but other calling options are available, can the County please confirm which call types are available and the related rates charged?

A18: Local Collect Rate: \$2.70;

IntraLATA Collect Rate: \$2.10 surcharge plus \$0.215 per minutes

InterLATA Collect Rate: \$2.10 surcharge plus \$0.27 per minutes

InterState Collect Rate: \$3.95 surcharge plus \$0.89 per minutes

Q19: Confirm that the County requires commission to be paid on Gross completed call revenue (i.e. every answered and accepted phone call including collect, prepaid collect and debit calls) with no deduction for unbillable or uncollectible calls or for any cost associated with providing the described service.

A19: Yes. Billing begins when the called party positively accepts the call and the connection is made, allowing the inmate to talk with the called party. No regulated fees, taxes, and any tax-like surcharges or pass through fees, added to the party's monthly bill do not affect in any way (neither added to nor subtracted from) the total gross revenue from inmate calls, upon which the County's commission is based.

- Q20: In order to ensure a level playing field for all bidders; please confirm that the successful vendor must provide new equipment. Also, please verify that this applies to both new potential bidders and the incumbent provider.
- A20: The successful vendor must provide one complete and operating system. See page 4, item C.3 of the invitation to bid.
- Q21: Is the inmate trust account managed through the commissary system or the Jail Management System or other system?
- A21: The inmate trust account is managed through the InTrust System.
- Q22: Does the current vendor offer prepaid debit phone cards or commissary-based debit calling to inmates? If so, how does the County receive commissions on these revenues?
- A22: Yes; however, we have elected not to use this service at this time.
- Q23: In lieu of debit cards, will the County consider a card-free inmate debit calling option, which will be faster, more efficient, and easier for the County to manage than physical debit cards?
- A23: We currently don't use debit cards
- Q24: Jail Management Integration – Please provide the name and contact information for the current JMS vendor.
- A24: CiK Consulting Group (InTrust System)  
c/o Charles de Haas  
10480 Water Hyacinth Dr, Orlando, FL 32825  
407-412-9576
- Q25: References: If a Vendor does not currently provide inmate telephone service to accounts within the State of Georgia, is it acceptable to provide references with similar size and project scope located in other states?
- A25: Yes.
- Q26: Please confirm if Work Release Inmates can use their cell phones while at work during the day; then place their cell phones in their locker outside of their dormitory when returning from work each afternoon.
- A26: Work Release inmates can use their cell phones during the day when they are away from the facility. The WR residents have to place their cell phones in a locker outside the dormitory. Cell phones, calling cards and 800 number calls are not allowed inside the facility.
- Q27: Please provide current per call surcharge and rate per minute for local, intralata, interlata, and interstate for collect and prepaid call types for coin and coinless phones.
- A27: Local Collect Rate: \$2.70;  
IntraLATA Collect Rate: \$2.10 surcharge plus \$0.215 per minute  
InterLATA Collect Rate: \$2.10 surcharge plus \$0.27 per minute  
InterState Collect Rate: \$3.95 surcharge plus \$0.89 per minute
- Q28: Regarding the documents to be submitted: Page 1 asks for one unbound original and 3 copies. Should the copies be unbound as well? Page 11 asks for a Fee Schedule to be submitted in a separate envelope. Does the County want one original and three copies of this or just one original?
- A28: The copies of the proposals need to be bound. One original and three copies of the fee schedule should be submitted in a separate sealed envelope.

Q29: Certain vendors have adopted a process of reclassifying calls that generate revenue, but they consider these calls not part of "Gross Billed Revenue". Please confirm that all calls originating and completed from the facility, regardless of classification or billing type, must be rated at the agreed upon contract rates, don't exceed the Georgia Public Service Commission rate caps, and are commissioned at the proposed commission percentages detailed in the Fee Schedule on page 11 of the RFP.

A29: All calls originating and completed from the facility, regardless of classification or billing type, must be rated at the agreed upon contract rates, not to exceed the Georgia Public Service Commission rate caps, and are commissioned at the proposed commission percentages detailed in the Fee Schedule in the RFP.

Q30: Fee Schedule RFP page 11: The only end user rate detail and accompanying commission offer required is for a local collect call. Page 3 details call volumes with additional call types. What is the format/process for including proposed intralata, interlata and interstate rates and associated commission offers?

A30: You can use the format you prefer to submit this information in your proposal.

Q31: General Instructions, Section IX mentions a 5% bid bond, if required. There is no other mention of a bond in the RFP.

- Given the fact that there is no cost to the County for inmate phone service, is a bid bond required?
- If so, how should the 5% be calculated? 5% of the projected monthly commissions paid to the County or 5% of the proposed call processing equipment value? Or some other figure?
- Will the County accept a certified check for the bid bond in lieu of a traditional bond?

A31: A bid bond is not required for this contract.

Q32: General Instruction - Section IX mentions a 100% performance bond and a 100% payment bond, if required.

- Given the fact that there is no cost to the County, are these bonds required?
- If so, how should the 100% be calculated? 100% of the commissions projected for a 90 or 120 day period? (the approximate time it would take to select and award the contract to another vendor in the event of non-performance.) or 100% of the site installed equipment value?

A32: Performance or payment bonds are not required for this contract.

Q33: General Specifications, Section C, Item 19.A -- refers to Voice Response Capability? Is this referring to the ability to provide automated voice prompts to guide the inmate and the called party through the call? If not, please provide additional description of what is being requested.

A33: Yes.

Q34: The RFP calls for a Manufacturer's Letter of Comfort. We are the manufacturer of the proposed ITS, will a letter confirming the warranty meet this requirement?

A34: Yes.

Q35: Fee Schedule -- Vendors charge varying fees for processing prepaid collect account payments via phone, web and kiosk. These fees can vary widely and reduce the amount of money that called parties have left in their budget to pay for inmate phone calls, which reduces the amount of call revenue on which to pay commissions. There is no place on the fee schedule to disclose these fees, which means that the County won't be able to compare this important aspect of the proposed services offered by each vendor. Will the County require each vendor to disclose the fees as an attachment to the Fee Schedule form provided with the RFP?

A35: Yes. This information should be included with the fee schedule.

Q37: In order to accurately evaluate the financial aspects of this opportunity, it is necessary to request more details pertaining to the historical call volume information that was previously provided in the RFP. It appears that all of the call data was combined into the Collect Call category. It would be most helpful to have a breakdown as to how much of that traffic was *AdvancePay* (PrePaid for by the Called Party). Also, it would be beneficial to know if the same commission percentage is being paid on all call traffic. If AdvancePay traffic was included in previously provided data, then a breakdown of the monthly call traffic, showing the average percentage of calls that were Prepaid, will be acceptable.

Call Category	# of Calls Per Month	# of Minutes Per Month	Total Revenue Per Month
LOCAL			
INTRALATA			
INTERLATA			
INTERSTATE			
International (Debit)			
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

A37: Due to our schedule and deadlines, this information is not available at this time. Any comments regarding these questions should be addressed in your proposal.  
(The 55.5% commission rate is paid on all calls, including AdvancePay.)

Q38: Our company believes that the County will benefit by having each proposer disclose all fees and charges that are associated with the different call types. The majority of proposers will provide the money order option at no cost. However, other charges and fees can drastically increase the rate of the call to the called party. Typically, these charges and fees are considered non-commissionable.

**Collect Call:**

Call Category	Surcharge or Connect Fee	Per Minute	Public Payphone Service Charge	Premise Imposed Fee	Universal Service Fee	USF Admin Fee	Billed Cost Recovery Fee	Additional Fees
Local								
Intra LATA								
Inter LATA								
InterState								

Please provide any discounts that are currently being provided by the Incumbent for PrePaid or Direct Billed traffic (i.e., Calls paid for by Called Party; presently known to the incumbent ITS Provider as *ADVANCEPAY*.) Also, please disclose the current Transaction Fees that are applied from customers using *FreeChat*, or via their *Automated Operator and Collect Process*.

**PrePaid / ADVANCEPAY: (Paid for by Called Party)**

Call Category	Surcharge or Connect Fee	Per Minute	Public Payphone Service Charge	Premise Imposed Fee	Universal Service Fee	USF Admin Fee	Transaction Fee	Additional Fees
Local								
Intra LATA								
Inter LATA								
InterState								

A38: Due to our schedule and deadlines, this information is not available at this time. Any comments regarding these questions should be addressed in your proposal.  
 (For AdvancePay customers, the Incumbent passes through applicable credit card transaction fees when consumers elect to setup their accounts using a credit card.)

Q39: Is there currently any type of biometrics, or other technology, being used in conjunction with PINs? If so, please disclose any technological recovery fees that are being charged on each call for use of this technology.

A39: No.

Q40: Please provide a copy of the current inmate phone service agreement(s). The attached "Annual Service Provider Contract" seems to be written for Providers that the County will be paying or purchasing services from, rather than Providers that will be paying commission and providing services to the County.

A40: The current contract is posted on the ftp site. See below for instructions on how to access this site.

User Access Procedures

1. The external user will access through their browser (such as Microsoft Explorer) by entering: ftp://74.174.32.37
2. The user will enter the information below to get access:
  - Login: gwinnett
  - Password: pub7368
3. Click on folder that is listed as Purchasing.
4. Click on the Inmate Coinless Phone Equipment folder to retrieve attachments.

For clarification:

- The sign-in sheet from the pre-proposal conference is attached.
- Awarded vendor is expected to implement/maintain the PREA line. The PREA line (aka Sexual Abuse Hotline) has been created to encourage inmates to report sexual abuse/assault within the facility. The PREA line for the coinless phone is a free call that is accessible by dialing #77. The call is routing to the server and the message is retrieved by the phone administrator. The PREA

line for the coin phone is accessible by dialing a 1-800 number. The 1-800 number is routed to a voice box within the facility and the message is retrieved by the phone administrator.

**This addendum is to be signed and returned as part of your proposal package.**

Holly Cafferata  
Purchasing Associate II

Company Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Provision of Inmate Coinless Phone Equipment at the Gwinnett County Correctional Complex on an Annual Contract

**PRE-BID CONFERENCE**

Representative Name	Company Name	Phone #	Fax #	E-Mail Address
1. Matthew Curran	Telmate	334-406-1689	334-897-5428	Matthew.C@telmate.com
2. Ed Benson	EagleTel	828-553-9327	828-865-5498	ebenson@eagletelinc.com
3. Jerry Lipsey	AmTel	912-409-8891	912-673-6004	jlipsey@atni.net
4. Glen Newell	Securus	404 643 1490		gnewell@securus.tech.us
5. Steve Zehrenbach	Securamo	404-394-3530		Stumpf@securustech.net
6. John Stacy	Balls	706-718-0798		JOHN STACY GAD@GMAIL.COM
7. Randy Chester	Paytel	770-519-0924	336-346-1129	Sales.Paytel.COM
8. FRED CHATHAM	SHAWN TECH	939-232-9882		FCHATHAM@SHAWNTECH.COM
9. Michael Molesey	ICS Solutions / Keefe	404 591 3515		L.Hennessy@KeefeGroup.com
10. Doug Bundy	GTL	678-488-6555		dbundy@gtl.net
11. Bob Stuyts	GTL	678 472 1869		BOB.STUYTS@GTL.NET
12. Raymond Moncrief	GTL	229 860 0471		rmoncrief@gtl.net
13. Lisa Carson				

Department Representative Name	Department	Department Representative Name	Department
Holly Cofferata	DOFS	Sheree White	Corrections
Darlesa Barron	Corrections		
DONALD L. DABEN	CORRECTIONS		

Department of Financial Services  
**Purchasing Division**



75 Langley Drive • Lawrenceville, GA 30046-6935  
(tel) 770.822.8720 • (fax) 770.822.8735

**gwinnettcounty**

November 15, 2011

**RP034-11**  
**Provision of Inmate Coinless Phone Equipment at the Gwinnett County Correctional**  
**Complex on an Annual Contract**  
**Addendum #1**

Make the following change to the above-mentioned bid:

- The due date for this proposal has been postponed until 2:50pm on November 28, 2011

This addendum should be signed and returned as part of the bid submittal.

Sincerely,  
*Holly Cafferata*  
Purchasing Associate II

Company Name \_\_\_\_\_

Authorized Rep. \_\_\_\_\_



Department of Financial Services  
**Purchasing Division**



75 Langley Drive • Lawrenceville, GA 30046-6935  
(tel) 770.822.8720 • (fax) 770.822.8735

October 24, 2011

**REQUEST FOR PROPOSAL**  
**RP034-11**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified suppliers for the **Provision of Inmate Coinless Phone Equipment at the Gwinnett County Correctional Complex on an Annual Contract** with four (4) options to renew for the Department of Corrections.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until 2:50 P.M. local time on **November 18, 2011** at the Gwinnett County Financial Services - Purchasing Division – 2<sup>nd</sup> Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

A pre-proposal conference is scheduled for 10:00 a.m. on November 4, 2011 at the Gwinnett County Comprehensive Correctional Complex, 750 Hi Hope Road, Lawrenceville, Georgia 30043. All suppliers are urged to attend. Questions regarding proposals should be directed to Holly Cafferata, Purchasing Associate II at [holly.cafferata@gwinnettcounty.com](mailto:holly.cafferata@gwinnettcounty.com) or by calling 770-822-8721, no later than November 7, 2011. Proposals are legal and binding upon the bidder when submitted. One unbound original and three (3) copies should be submitted.

Gwinnett County is dedicated to promoting the local economy and contributing to the success of our businesses and citizens. We are interested in doing business with vendors that have a positive local impact and support this mission. As outlined in the Proposal Submission Instructions, vendors should submit a one-page informational narrative describing their firms' contributions to the local economy.

Successful suppliers will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department, and must have an A.M. Best rating of A-5 or higher.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to Michael Plonowski, Gwinnett County Justice and Administration Center, 770-822-8015.

The written proposal documents supersede any verbal or written prior communications between the parties.

Selection criteria are outlined in the request for proposal documents. Gwinnett County reserves the right to reject any or all proposals to waive technicalities, and to make an award deemed in its best interest.

All companies submitting a proposal will be notified in writing of award.

We look forward to your proposal and appreciate your interest in Gwinnett County.

Holly Cafferata  
Purchasing Associate II

HC/pe



Proud Winner of the Annual *Achievement of Excellence Award* in Procurement Thirteen Consecutive Years (1999-2011)

**A. INTRODUCTION AND SCOPE**

Gwinnett County is requesting competitive sealed proposals for the provision of Coin Payphone and Inmate Coinless Telephone Equipment at the Gwinnett County Comprehensive Correctional Complex (GCCCC) located at 750 Hi Hope Road Lawrenceville, Georgia 30043. The Gwinnett County Department of Corrections will evaluate all proposals submitted (along with the Proposal Evaluation Team) and will determine the firm selected to provide equipment to the Gwinnett County Comprehensive Correctional Complex.

Any or all statements made in submitted proposals for equipment and services, or in brochures or appendixes, will be considered a part of the contract. All questions posed in every section of this RFP must be answered with specific line item responses. Vague statements such as, "All reasonable efforts to provide maintenance", etc. must be avoided. Failure to address any of the requirements may result in the rejection of the entire proposal or a lower score.

Specific questions regarding system features, pricing, and other details are posed. Your proposal must include the answers to these questions. If you wish to include additional system enhancements please provide detailed information on function and pricing separately from the requested system pricing.

All systems and sub-systems proposed must be available for inspection and demonstration at the time your proposals are submitted.

The system/feature reviews will take place when the firm is selected so that system and feature programming details are specific to the system selected.

Proposing firms may be required to demonstrate any or all of the system features prior to the final selection. Please indicate in your proposal the nearest location where a demonstration can be scheduled.

**B. FACILITY INFORMATION**

The Gwinnett County Comprehensive Correctional Complex was opened in September of 2002. It houses two different populations – Inmates and Work Release Residents.

A maximum population of 512 male inmates is possible in GCCCC. These inmates are separated into 8 dormitories of 64-inmates each. Inmates are under 24-hour confinement however they are required to work an 8-hour day, 5-days per week. The inmate population is approximately 29% county sentenced and 71% state sentenced. As a rule, the state sentenced inmates are NOT incarcerated in the area of where they committed their crimes.

Inmate telephones are operational from 3:00 p.m. to 11:00 p.m. Monday through Friday and from 7:00 a.m. to 11:00 p.m. Saturday, Sunday and all Gwinnett County holidays (New Years Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day).

Each dormitory houses a maximum of 64 inmates who must share 8 telephones. Each inmate is assigned a unique PIN number upon arrival and is allowed a maximum of twelve (12) phone numbers that he may call at any given time. Inmates are limited to 15-minutes per phone call.

The Work Release Center houses non-violent offenders who maintain employment in the public sector while living at the GCCCC. A maximum population of 288 Work Release Residents is possible in GCCCC. Six dormitories housing as many as 48-Residents per dorm are available for use. One dormitory is used exclusively for females. Currently, six (6) pay telephones are available in each dormitory with 4 additional phones located at the entrance to the facility. Phones in the dormitories are available to the residents from 5:00 a.m. to 11:00 p.m. every day. Cell phones, calling cards and '800' number calls are not allowed inside the facility.

Average population statistics for the facility are as follows:

Average Inmate Population 2011	Inmates		Work Release Residents
	State	County	
January	126.5	211.5	76.2
February	127.0	225.2	80.8
March	127.6	223.7	87.6
April	128.4	225.8	89.3
May	127.1	225.7	97.9
June	126.3	216.3	105.4
July	127.3	210.9	109.7
August	127.6	190.5	106.6
<b>Monthly Average</b>	<b>127.2</b>	<b>216.2</b>	<b>94.2</b>

From January 2011 through August 2011, under its current service provider, Gwinnett County has received an average of \$7,987 per month in coinless phone commissions and \$929 per month in coin phone commissions.

**TOTAL CALLS**

Month	Calls	Minutes	Total Commission
January	6,950	91,093	\$ 7,340.32
February	8,082	103,027	\$ 9,630.64
March	7,339	96,502	\$ 8,895.62
April	8,622	113,931	\$10,609.17
May	8,279	110,110	\$10,281.16
June	7,478	97,437	\$ 8,410.19
July	8,576	114,476	\$ 8,775.78
August	7,501	98,967	\$ 7,393.65
<b>Total</b>	<b>62,827</b>	<b>825,543</b>	<b>\$71,336.53</b>

FY 2011 specific call information for coinless phones is as follow:

Month	LOCAL		INTERLATA		INTERSTATE		Total Commission
	Calls	Minutes	Calls	Minutes	Calls	Minutes	
Jan	3,190	42,841	500	5,565	81	793	\$ 6,398.52
Feb	4,452	59,406	695	7,774	83	879	\$ 8,798.42
Mar	3,956	52,027	601	6,876	118	1,238	\$ 8,104.29
April	4,822	62,775	700	8,556	132	1,476	\$ 9,764.74
May	4,849	64,160	688	8,630	94	950	\$ 9,483.73
June	3,900	50,629	516	6,570	93	835	\$ 7,525.37
July	4,056	52,615	500	6,344	70	568	\$ 7,558.33
Aug	3,348	42,933	378	4,715	61	520	\$ 6,269.29
<b>Total</b>		<b>427,386</b>		<b>55,030</b>		<b>7,259</b>	<b>\$ 63,902.69</b>
<b>Average</b>							<b>\$ 7,987.84</b>

FY 2011 specific call information for coin payphones is as follows:

Month	Minutes	Commission
January	41,894	\$ 941.80
February	34,968	\$ 832.22
March	36,361	\$ 791.33
April	41,124	\$ 844.43
May	36,370	\$ 797.43
June	39,403	\$ 884.82
July	54,949	\$1,217.44
August	50,799	\$1,124.36
<b>Total</b>	<b>335,868</b>	<b>\$7,433.83</b>
<b>Average</b>		<b>\$ 929.23</b>

**C. GENERAL SPECIFICATIONS**

Individuals, firms and business seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications, regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

1. Cable/Wiring: All station wiring is in place. Any additional wiring required to complete the installation will be the responsibility of the service provider and shall conform to Gwinnett County Information Technology Telecom standards and specifications.
2. Peripheral Equipment: Gwinnett County retains the right to arrange for separate procurement of equipment such as station equipment, PC computers, printers, UPS, and cable.
3. The work to be provided shall include the furnishing of all labor, materials, equipment and services necessary, or reasonably incidental, to the installation of one complete and operating system and/or service. It shall be the responsibility of the proposer to furnish a working system that meets all the requirements stated in this proposal request. All hardware and software needed to meet the minimum system requirements must be included in your proposed system.
4. Electrical power connections required for all communication equipment installed will be provided by Gwinnett County and should not be included in your quote. Any non-standard outlets required by the proposer shall be identified in his proposal. Proposer shall also include in his proposal a list of the type of electrical connections required by his system.
5. Proposer shall be responsible for any damage to the floor, walls, ceiling tiles, etc., which is caused by his personnel or equipment, during the installation and is also responsible for the removal of all of his debris. This will include all subcontractors, if any, hired by the firm to work on Gwinnett County's premises.
6. All equipment installed shall be firmly held in place by fastenings and/or supports that are sufficient to support their loads with an ample safety factor.
7. Distribution terminals, power supplies, etc., shall be installed in protected areas or areas approved by the Gwinnett County Corrections Department.

8. Gwinnett County shall provide the following:
  - a. Power and light required to complete the installation of the equipment.
  - b. Adequate foundation below bases and floors to maintain the weight of the equipment.
  - c. Adequate workspace to accommodate the installation of the proposed system.
  - d. Access to all premises as required for installation of the proposed system.
9. The work shall be available for inspection at any time by representatives of Gwinnett County. All materials and work not conforming to our specifications shall be subject to rejection. All rejected work or materials shall be immediately reinstalled to conform to the specifications at no additional cost.
10. No changes shall be made, nor will bills for changes, alterations, modifications, deviations and extra orders be recognized or paid for except upon written order from the Gwinnett County Purchasing Division. All shipping costs must be in your proposal. No additional charges for shipping will be paid.
11. Proposer shall have the same competent installation supervisor available during entire installation.
12. Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall require prior approval of Gwinnett County.
13. The proposer shall be required to provide an acceptance testing procedure for approval by the Gwinnett County Corrections Department. This procedure should provide for performance testing of the hardware and software to conform to the operational descriptions contained in the system documentation and your proposal. A normal testing and acceptance period of 30 days following the installation will be required before final acceptance of the system.
14. All station equipment must be hearing aid compatible in accordance with the Telecommunications Act for the Disabled.
15. Documentation on all hardware, software, and operating instructions is to be provided and left on site upon completion.
16. User Training: The successful contractor must provide a system administration training schedule that will meet the satisfaction of Gwinnett County. Indicate your training schedule and training details in your proposal.
17. Please provide a projected timetable required by your company to install the new system outlined from the date of a firm order. State your delivery/installation using number of calendar days.
18. A 15-minute time limit on calls has been established for inmates. No internal or external conference calls are allowed for inmates.
19. FEATURES:

Gwinnett County desires the system you propose to have a full complement of "State of the Art" system features. The following features are desired and will be considered to be the **minimum** requirements of any system proposed.

  - a. Automated Operator - state in your proposal if your system is fully automated, has voice response capability, etc.
  - b. Automatically disconnects/reconnects all telephones at preset time (adjustable)
  - c. Emergency disconnect via computer and/or manual switch for all telephones and by cellblock.
  - d. Automatic disconnect of individual conversations after preset time limit (adjustable)
  - e. Bilingual voice announcements to users, Spanish preferred.
  - f. Voice announcement for total time allowed when user completes dialing.

- g. Voice announcement warning that gives the user the remaining time before being disconnected and how many warnings
- h. Deny hook switch dialing
- i. Deny "0-" operator calls
- j. Deny incoming calls
- k. Deny multiple calls
- l. Prevent users from dialing alternate long distance carriers
- m. Call blocking to pre-selected numbers - state capacity and number of digits
- n. Allow calls to specific numbers (programmable)
- o. Dial disablement after predetermined number of digits to prevent fraud
- p. Remote access via dial-up modem for monitoring and programming through the Corrections Department local area network.
- q. Password protected
- r. Personal Identification Numbers (PIN) for users, at least 8 digits and programmable on site
- s. Capable of making certain calls free of charge, i.e. Chaplain
- t. Capable of monitoring status of each line
- u. Call detail recording - state capacity
- v. Capable of searching call data for date, time of call, called number, calling number, length of call
- w. Customized reports for printing out on standard laser jet printer
- x. Automatic default mode for power failure
- y. Battery protected memory - state limitations
- z. Compatible with any standard coinless telephone
- aa. Hearing aid compatible
- bb. Rugged constructed telephones with armored cord handsets and secured with tamper proof security screws
- cc. Spare parts stored on site
- dd. Export call detail records to text file to facilitate use in standard desktop applications i.e. Microsoft Access, Word, etc.
- ee. Recording to allow for the following:
  - 1. Press (number) to accept call.
  - 2. Press (number) to decline call.
  - 3. Press (number) to block all future calls from facility
  - 4. Three way call detection and call disconnect

#### D. **FIRM QUALIFICATIONS**

You are required to provide the following information regarding your company:

1. A brief company history:
  - a. Name of company and year incorporated
  - b. Annual sales last year
  - c. Number of administrative personnel national **and in Atlanta**
  - d. Number of marketing personnel national **and in Atlanta**
  - e. Number of technical personnel national **and in Atlanta**
  - f. Number of customer service personnel national **and in Atlanta**
  - g. Number of other personnel national **and in Atlanta**
  - h. Locations of service facilities (Cities).
2. A minimum of three (3) customer references in Georgia with comparable systems and/or applications. Include contact name, telephone number, system manufacturer, model, and size of each system installed.
3. Provide the location and number of installation, repair, and training personnel that will be involved in this project.

4. How many of the proposed systems are currently installed in this area and nationally?
5. What is the relationship between the firm and the manufacturer and how long has this relationship been in existence?

**E. PROPOSAL EVALUATION PROCESS**

The Gwinnett County Board of Commissioners intends to accept the offer that is most advantageous to itself from the standpoint of price, functionality, and other factors. It reserves the right to reject any and all proposals received by reason of this request, to modify configurations proposed or to negotiate separately with any source whatsoever, in any manner deemed to be in the best interests of the Gwinnett County Board of Commissioners.

During the evaluation, validation, and selection process, the County may desire the presence of a proposer's representative for answering specific questions, orally and/or in writing. The County will not be liable for proposer's costs incurred for preparation or presentation in this regard.

The County also reserves the right to conduct a pre-award survey or to require evidence of technical, production, managerial, financial, or other abilities prior to the award of the contract.

Each proposal will be evaluated using the following factors:

<b>EVALUATION CRITERIA</b>		<b>POINT VALUE</b>
1.	Firm qualifications to include company history, location, number of similar systems installed and available support personnel.	0 – 25
2.	Ability of the firm to support and maintain the system proposed based on on-site response time, remote maintenance problem resolution and parts availability.	0 – 25
3.	References: Satisfied users, overall ease of use and administration.	0 – 20
4.	Total commission (revenue) to be received by Gwinnett County (to be submitted in a separate sealed envelope.)	0 – 30

Maximum Total Points = 100

The proposals will be evaluated in order to select the firms which rate highest according to the criteria elaborated in items 1-3 above. The selection committee may then short list the highest scoring firms.

The commission/fees of the short listed firms will then be opened and scored. The highest scoring firm may be selected at this point, or the committee may invite a number of the highest scoring firms for an interview/demonstration. The number of firms short listed and interviewed, if any, will be at the discretion of the selection committee.

If an interview/demonstration is requested, it will be worth an additional 10 points in the selection process. The vendor will be responsible for any cost associated with the request for additional information and/or an interview/demonstration. Based upon the results of the proposal scoring, the County will negotiate with the firm ranked highest, in an attempt to reach agreement. If negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

**FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL DOCUMENT MAY RESULT IN REJECTION OF PROPOSAL.**

**WARRANTY AND MAINTENANCE INFORMATION**

A. Maintenance: You are required to provide a maintenance profile and contract (effective after expiration of warranty) that includes at least the following items:

1. Cost (ANY COSTS FOR INSTALLATION AND MAINTENANCE SHOULD BE INCLUDED IN THE FEE)
2. Escalation clauses
3. Remote access capability
4. Service call and data collection capability
5. Define in specific terms what constitutes a system failure and your guaranteed response time.
6. Define in specific terms what constitutes a minor failure and your guaranteed response time.
7. Define in specific terms what constitutes a major failure and your guaranteed response time.

Gwinnett County will charge the firm \$50.00 (Fifty Dollars), per hour past the stated response time.

B. Letter of Comfort: The successful contractor is required to provide a "letter of comfort" from the manufacturer regarding installation and maintenance of the system in the event of default by the contractor.

C. System Support: Your proposal must include a binding statement guaranteeing that manufacturer support, full parts availability, and full service capability will be maintained for a minimum of 10 years beginning on the date of system acceptance.

WARRANTY (1 YEAR MINIMUM PARTS AND LABOR) \_\_\_\_\_

STATE IF PARTS AND LABOR ARE INCLUDED \_\_\_\_\_

STATE HOURS OF WARRANTY COVERAGE \_\_\_\_\_

STATE OPTIONS TO EXPAND WARRANTY AND COST OF COVERAGE \_\_\_\_\_

DEFINE MAJOR ALARM \_\_\_\_\_

RESPONSE TIME – MAJOR \_\_\_\_\_

DEFINE MINOR ALARM \_\_\_\_\_

RESPONSE TIME – MINOR \_\_\_\_\_

Gwinnett County does not wish to incur any charges for either installation or maintenance of this system. However if your proposal requires any funding state the reason for it, your terms are to be identified in your proposal, along with any other terms requested.

State any other miscellaneous equipment, hardware, or software that can be offered to enhance your system.

Submitting Firm \_\_\_\_\_

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**ENVIRONMENTAL SPECIFICATIONS**

Room is available in the main telephone room for installation of equipment. To insure that Gwinnett County has ample resources available for current and future needs, it is required that you provide the information listed and any other needs not specified below. The specifications listed below should be answered for a fully expanded system.

TEMP. RANGE \_\_\_\_\_ F      RECOMMENDED OPERATING TEMP. \_\_\_\_\_ F

HUMIDITY RANGE \_\_\_\_\_ %      RECOMMENDED HUMIDITY RANGE \_\_\_\_\_ %

HEAT DISSIPATION \_\_\_\_\_ BTU/HR.

ELECTRICAL \_\_\_\_\_ VAC      \_\_\_\_\_ AMP      \_\_\_\_\_ SINGLE OR THREE PHASE \_\_\_\_\_

NUMBER OF DUPLEX OUTLETS \_\_\_\_\_

FLOOR SPACE \_\_\_\_\_ WALL SPACE \_\_\_\_\_

BACKBOARD REQUIREMENTS: \_\_\_\_\_

Submitting Firm \_\_\_\_\_

**FAILURE TO RETURN THIS PAGE AS PART OF PROPOSAL DOCUMENT MAY RESULT IN REJECTION OF PROPOSAL**

**FIRM INFORMATION PAGE**

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

Addendum No.	Date	Addendum	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The County requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

In compliance with the attached specifications, the undersigned offers and agrees, if this bid is accepted by the board of commissioners within one hundred twenty (120) days of the date of bid opening, to furnish any or all of the items upon which prices are quoted within the time specified in the proposal fee schedule.

Legal Business Name \_\_\_\_\_  
*(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)*

Federal Tax ID \_\_\_\_\_

Address \_\_\_\_\_

Does your company currently have a location within Gwinnett County? Yes  No

Representative Signature \_\_\_\_\_

Print Authorized Representative's Name \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

**FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL DOCUMENT MAY RESULT IN REJECTION OF PROPOSAL.**

**NOTE: Do NOT submit this page as part of your proposal. It is to be submitted at the same time but in a separate sealed envelope. Outside of the envelope should have firm name, proposal number and the words "Fee Schedule".**

**FEE SCHEDULE (To be submitted in a separate sealed envelope)  
REVENUE ANALYSIS ESTIMATE**

COST OF LOCAL COLLECT CALL \$ \_\_\_\_\_

COMMISSION TO BE PAID GWINNETT COUNTY \_\_\_\_\_ %

OTHER TYPE MONTHLY REVENUE CALCULATION

If another type of revenue calculation is used other than above, vendor is required to submit their calculation in a precise and non-vague manner in the space provided below. Failure to disclose all information is bases for rejection of proposal or termination of contract.

Gwinnett County requires Pricing/Commission to be paid to Gwinnett County to remain firm for the duration of initial term of contract. Failure to hold commission firm for the initial term of contract may be sufficient cause for Gwinnett County to declare proposal non-responsive.

Unless otherwise noted, quoted Pricing/Commission to be Paid Gwinnett County will remain firm for four (4) additional one-year terms. If an increase/decrease may be a part of this proposal, please note percentage increase/decrease in the space provided together with an explanation.

Local Collect Call

Commission

Renewal Option #1: _____	_____
Renewal Option #2: _____	_____
Renewal Option #3: _____	_____
Renewal Option #4: _____	_____

**FAILURE TO RETURN THE FOLLOWING BID DOCUMENTS MAY RESULT IN PROPOSAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:**

1. Failure to use County Fee Proposal Schedule.
2. Failure to return applicable compliance Sheets/Specification sheets.
3. Failure to return applicable addenda.
4. Failure to provide information on alternates or equivalents when allowed.
5. The County shall be the sole determinant of technicality vs. non-responsive proposal.

**CERTIFICATION OF NON-COLLUSION IN BID PREPARATION**

_____	_____
SIGNATURE	DATE

Submitting Firm \_\_\_\_\_

**FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL DOCUMENT MAY RESULT IN REJECTION OF PROPOSAL.**

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within one hundred twenty (120) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule.

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Authorized Representative's Name \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

E-mail address \_\_\_\_\_

**FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL DOCUMENT MAY RESULT IN REJECTION OF PROPOSAL.**

**REFERENCES**

Gwinnett County requests a minimum of three, (3) references where work of a similar size and scope has been completed.

1.     Company Name \_\_\_\_\_  
       Brief Description Of Project \_\_\_\_\_  
       Completion Date \_\_\_\_\_  
       Contact Person \_\_\_\_\_  
       Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_  
       E-Mail Address \_\_\_\_\_
  
2.     Company Name \_\_\_\_\_  
       Brief Description Of Project \_\_\_\_\_  
       Completion Date \_\_\_\_\_  
       Contact Person \_\_\_\_\_  
       Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_  
       E-Mail Address \_\_\_\_\_
  
3.     Company Name \_\_\_\_\_  
       Brief Description Of Project \_\_\_\_\_  
       Completion Date \_\_\_\_\_  
       Contact Person \_\_\_\_\_  
       Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_  
       E-Mail Address \_\_\_\_\_

Company Name \_\_\_\_\_

GENERAL CONDITIONS  
To Service Provider AGREEMENT

Article

- 1 Definitions
- 2 Contract Documents
- 3 Changes and Extra Work
- 4 Personnel and Equipment
- 5 Accuracy of Work
- 6 Findings Confidential
- 7 Termination of Agreement for Cause
- 8 Termination for Convenience of the COUNTY
- 9 SERVICE PROVIDER to Cooperate with other SERVICE PROVIDERS
- 10 Indemnification
- 11 Covenant Against Contingent Fees
- 12 Insurance
- 13 Prohibited Interests
- 14 Subcontracting
- 15 Assignability
- 16 Equal Employment Opportunity
- 17 Anti-Kickback Clause
- 18 Audits and Inspectors
- 19 Ownership, Publication, Reproduction and Use
- 20 Verbal Agreement or Conversation
- 21 Independent Service provider
- 22 Notices

## 1 DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

- 1.1 COUNTY-means Gwinnett County, Georgia, a political subdivision of the State of Georgia.
- 1.2 SUPPLEMENTAL AGREEMENT-means a written order to SERVICE PROVIDER signed by COUNTY and accepted by SERVICE PROVIDER, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.
- 1.3 CONTRACT-means the Agreement Documents specifically identified and incorporated herein by reference in Section 2, CONTRACT DOCUMENTS.
- 1.4 AGREEMENT EXECUTION-means the date on which SERVICE PROVIDER executes and enters into an Agreement with the COUNTY to perform the Work.
- 1.5 AGREEMENT PRICE-means the total monies, adjusted in accordance with any provision herein, payable to the SERVICE PROVIDER under this Agreement.
- 1.6 CONTRACT TIME-means the period of time stated in this Agreement for the completion of the Work.
- 1.7 SERVICE PROVIDER-means the party or parties contracting directly with the COUNTY to perform Work pursuant to this Agreement.
- 1.8 DEPARTMENT- means the Director or designee of requesting department(s) named in this solicitation.
- 1.9 DRAWINGS-means collectively, all the drawings, receipt of which is acknowledged by the COUNTY, listed in this Agreement, and also such supplementary drawings as the SERVICE PROVIDER may issue from time to time in order to clarify or explain such drawing or to show details which are not shown thereon.
- 1.10 SPECIFICATIONS-means the written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.
- 1.11 SUBSERVICE PROVIDER-means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with SERVICE PROVIDER or with any of its subservice providers at any tier to provide a part of the Work called for by this Agreement.
- 1.12 WORK-means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by SERVICE PROVIDER under this Agreement.
- 1.13 LIAISON-Representative of the COUNTY who shall act as Liaison between the County and the SERVICE PROVIDER for all matters pertaining to this Agreement, including review of SERVICE PROVIDER'S plans and work.

## 2 CONTRACT DOCUMENTS

## 2.1 LIST OF DOCUMENTS

The Agreement, any required bonds, the General Conditions, the Appendices, the Detailed Scope of Work, the Specifications, the Drawings, the Exhibits, and all Agreement Supplemental Agreements shall constitute the Agreement Documents.

## 2.2 CONFLICT AND PRECEDENCE

2.2.1 The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Supplemental Agreements
2. Agreement
3. General Conditions
4. Detailed Scope of Work
5. Specifications
6. Drawings

## 3 CHANGES AND EXTRA WORK

The COUNTY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the SERVICE PROVIDER'S compensation, which are mutually agreed upon by and between the COUNTY and the SERVICE PROVIDER, shall be incorporated in written Supplemental Agreements to the Agreement.

## 4 PERSONNEL AND EQUIPMENT

The SERVICE PROVIDER represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the COUNTY. Primary liaison with the COUNTY will be through its designee. All of the services required hereunder will be performed by the SERVICE PROVIDER under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

The SERVICE PROVIDER shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work; and further shall employ only qualified surveyors in responsible charge of any survey work.

The SERVICE PROVIDER shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration, being in the full employ of the SERVICE PROVIDER and responsible for the work prescribed by this Agreement.

## 5 ACCURACY OF WORK

The SERVICE PROVIDER shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensations.

Acceptance of the work by the COUNTY will not relieve the SERVICE PROVIDER of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

## 6 FINDINGS CONFIDENTIAL

The SERVICE PROVIDER agrees that its conclusions and any reports are for the confidential information of the COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the COUNTY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by the SERVICE PROVIDER pursuant thereto shall become the property of the COUNTY and be delivered to the DEPARTMENT.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the COUNTY.

It is further agreed that if any information concerning the PROJECT, its conduct, results, or data gathered or processed should be released by the SERVICE PROVIDER without prior approval from the COUNTY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the SERVICE PROVIDER, but should any such information be released by the COUNTY or by the SERVICE PROVIDER with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

#### 7 TERMINATION OF AGREEMENT FOR CAUSE

If through any cause the SERVICE PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the SERVICE PROVIDER shall violate any of the covenants, agreements or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the SERVICE PROVIDER of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid scheduler without prior approval of the COUNTY shall constitute cause for termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the SERVICE PROVIDER under this Agreement shall become the property of the COUNTY, and the SERVICE PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as determined by the COUNTY.

#### 8 TERMINATION FOR CONVENIENCE OF THE COUNTY

The COUNTY may terminate this Agreement for its convenience at any time upon 30 days notice in writing to the SERVICE PROVIDER. If the Agreement is terminated by the COUNTY as provided in this Article 8, the SERVICE PROVIDER will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by the SERVICE PROVIDER which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

All such expenses shall be properly documented and submitted to the COUNTY for processing and payment. The County shall be the final authority in the event of any disputes over authorized costs between the COUNTY and the Service Provider.

#### 9 SERVICE PROVIDERS TO COOPERATE WITH OTHER SERVICE PROVIDERS

If the COUNTY undertakes or awards other contracts for additional related work, the SERVICE PROVIDER shall fully cooperate with such other SERVICE PROVIDERS and the COUNTY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the COUNTY. The SERVICE PROVIDER shall not commit or permit any act which will interfere with the performance of work by any other SERVICE PROVIDER or COUNTY employees.

#### 10 INDEMNIFICATION

SERVICE PROVIDER agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners,

officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors or omissions of the SERVICE PROVIDER. SERVICE PROVIDER'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

SERVICE PROVIDER further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the SERVICE PROVIDER.

#### 11 COVENANT AGAINST CONTINGENT FEES

The SERVICE PROVIDER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by SERVICE PROVIDER for the purpose of securing business and that the SERVICE PROVIDER has not received any non-COUNTY fee related to this Agreement without the prior written consent of the COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

#### 12 INSURANCE

The SERVICE PROVIDER shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy (s) that will ensure and indemnify both GWINNET COUNTY and SERVICE PROVIDER against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the SERVICE PROVIDER during the term of this Agreement. The liability under such insurance policy shall be not less than as stated in the Bid Proposal.

The SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, Professional Liability Insurance with a limit of not less than that as stated in the Bid Proposal.

Additionally, SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, automobile liability insurance with a limit of not less than that as stated in the Bid Proposal.

The policies shall be written by a responsible company(s), to be approved by the COUNTY, and shall be non-cancelable except on thirty-(30) days' written notice to the COUNTY. Such policies shall name the COUNTY as additional insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

#### 13 PROHIBITED INTERESTS

13.1 Conflict of Interest: The SERVICE PROVIDER agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder.

13.2 Interest of Public Officials: No member, officer, or employee of the COUNTY during his tenure or

for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

14 SUBCONTRACTING

The SERVICE PROVIDER shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the DEPARTMENT's prior written approval of the subservice provider, except as may have been specifically stated in the SERVICE PROVIDER'S response to proposal per Exhibit A. The DEPARTMENT will not approve any subservice provider for work covered by this Agreement that has not been recommended for approval by the Department Director.

All subcontracts in the amount of \$5,000 or more shall include the provisions set forth in this Agreement.

15 ASSIGNABILITY

The SERVICE PROVIDER shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the COUNTY.

16 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the SERVICE PROVIDER agrees as follows: (1) the SERVICE PROVIDER will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the SERVICE PROVIDER will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the SERVICE PROVIDER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subservice provider, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

17 ANTI-KICKBACK CLAUSE

Salaries of architects, draftsmen, technical engineers and engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The SERVICE PROVIDER hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

18 AUDITS AND INSPECTORS

At any time during normal business hours and as often as the COUNTY may deem necessary, the CONSULTANT shall make available to the COUNTY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the COUNTY to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The SERVICE PROVIDER shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the COUNTY or any reviewing agencies, and copies thereof shall be furnished upon request. The SERVICE PROVIDER agrees that the provisions of this Article shall be included in any Agreements it may make with any subservice provider, assignee, or transferee.

19 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared pursuant to this Agreement are the property of the COUNTY. The COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The COUNTY shall hold harmless and indemnify the SERVICE PROVIDER against all claims arising out of such use of documents and materials without the SERVICE PROVIDER'S knowledge and consent.

20 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the COUNTY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the SERVICE PROVIDER to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

21 INDEPENDENT SERVICE PROVIDER

The SERVICE PROVIDER shall perform the services under this Agreement as an independent service provider and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the SERVICE PROVIDER or any of its agents or employees to be the agent, employee, or representative of the COUNTY.

22 NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

**ANNUAL  
SERVICE PROVIDER CONTRACT  
Provision of Inmate Coinless Phone Equipment**

This **CONTRACT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the "County"), and, (Party of the Second Part, hereinafter called the "Service Provider").

**NOW THEREFORE**, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

**1. TERM:**

This contract shall commence \_\_\_\_\_, for a one year period with one option to renew for an additional one year period.

**2. ATTACHMENTS:**

Copies of the Service Provider's proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the County during the Bid process (hereinafter collectively referred to as the "Bid ") are attached hereto (Exhibit A) and are specifically incorporated herein by reference. In the event of a conflict between the County's contract documents and the Bid, the County's contract documents shall control.

**3. PERFORMANCE:**

Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

**4. PRICE:**

As full compensation for the performance of this Contract, the County shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the County pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this Contract shall be charged to the County in accordance with the rate schedule referenced in the Bid (Exhibit A). The County agrees to pay the Service Provider following receipt by the County of a detailed invoice, reflecting the actual work performed by the Service Provider.

**5. INDEMNIFICATION AND HOLD HARMLESS:**

Service Provider agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors, or omissions of the Service Provider. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

**6. TERMINATION FOR CAUSE:**

The County may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the County's rights or remedies provided by law.

**7. TERMINATION FOR CONVENIENCE:**

The County may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the County's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

**8. CONTRACT NOT TO DISCRIMINATE:**

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

**9. ASSIGNMENT:**

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the County in writing.

**10. WAIVER:**

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

**11. SEVERABILITY:**

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

**12. GOVERNING LAW:**

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Gwinnett County, Georgia.

**13. MERGER CLAUSE:**

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

(Signatures Next Page)

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

GWINNETT COUNTY, GEORGIA

By: \_\_\_\_\_

Charlotte J. Nash, Chairman  
Gwinnett County Board of  
Commissioners

ATTEST:

\_\_\_\_\_  
Signature

Diane Kemp, County Clerk  
Board of Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
Signature  
Gwinnett County Staff Attorney

SERVICE PROVIDER: \_\_\_\_\_

BY: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Corporate Secretary  
(Seal)



75 Langley Drive • Lawrenceville, GA 30046-6935  
(tel) 770.822.8720 • (fax) 770.822.8735

**gwinnettcounty**

Solicitation Name & No. \_\_\_\_\_

**CONTRACTOR AFFIDAVIT AND AGREEMENT**  
**(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
E-Verify \* User Identification Number

\_\_\_\_\_  
Date Registered

\_\_\_\_\_  
Legal Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



## STANDARD INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
  - (a) Employers Liability:
    - ✓ Bodily Injury by Accident - \$100,000 each accident
    - ✓ Bodily Injury by Disease - \$500,000 policy limit
    - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) The following additional coverage must apply:
    - ✓ 1986 (or later) ISO Commercial General Liability Form
    - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
    - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
    - ✓ Blanket Contractual Liability
    - ✓ Broad Form Property Damage
    - ✓ Severability of Interest
    - ✓ Underground, explosion, and collapse coverage
    - ✓ Personal Injury (deleting both contractual and employee exclusions)
    - ✓ Incidental Medical Malpractice
    - ✓ Hostile Fire Pollution Wording
3. Auto Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
  - (c) Additional Insured Endorsement
  - (d) Contractual Liability
4. Umbrella Liability Insurance - \$1,000,000 limit of liability
  - (a) The following additional coverage must apply
    - ✓ Additional Insured Endorsement
    - ✓ Concurrency of Effective Dates with Primary
    - ✓ Blanket Contractual Liability
    - ✓ Drop Down Feature
    - ✓ Care, Custody, and Control - Follow Form Primary
    - ✓ Aggregates: Apply Where Applicable in Primary
    - ✓ Umbrella Policy must be as broad as the primary policy
5. Gwinnett County Board of Commissioners should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
7. Certificate Holder should read:

Gwinnett County Board of Commissioners  
75 Langley Drive  
Lawrenceville, GA 30046-6935
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.

11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

FAILURE TO RETURN THIS PAGE MAY RESULT IN REMOVAL OF YOUR COMPANY FROM COMMODITY LISTING .

**RP034-11**

**Buyer Initials: HC**

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

- Do not offer this product or service; remove us from your bidder's list for this item only.
- Specifications too "tight"; geared toward one brand or manufacturer only.
- Specifications are unclear.
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to meet insurance requirements
- Our schedule would not permit us to perform.
- Insufficient time to respond.
- Other

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COMPANY NAME \_\_\_\_\_

AUTHORIZED REPRESENTATIVE \_\_\_\_\_

SIGNATURE

**GWINNETT COUNTY**  
**DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION**  
**GENERAL INSTRUCTIONS FOR PROPOSERS, TERMS AND CONDITIONS**

**I. PREPARATION OF PROPOSALS**

- A. Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk.
- B. Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.
- C. Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.
- D. Sample contracts (if pertinent) are attached, as are the affidavit(s). These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful proposer(s) will be required to complete them prior to contract execution.
- E. In accordance with the Georgia Illegal Reform and Enforcement Act of 2011, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if applicable. Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.
- F. Gwinnett County is dedicated to promoting the local economy and contributing to the success of our businesses and citizens. We are interested in doing business with vendors that have a positive local impact and support this mission. As outlined in the Proposal Submission Instructions, vendors should submit a one-page informational narrative describing their firms' contributions to the local economy.

**II. DELIVERY**

- A. Each proposer should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

**III. EXPLANATION TO PROPOSERS**

Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposals, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all proposers before the close of the proposal. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective

proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers. The written proposal document supersedes any verbal or written communication between the parties. Receipt of addenda should be acknowledged in the proposal. **It is the proposer's responsibility to ensure that they have all applicable addenda prior to proposal submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to proposal submittal.

#### **IV. SUBMISSION OF PROPOSALS**

- A. Proposals shall be enclosed in a sealed package, addressed to the Gwinnett County Purchasing Office with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer's request and expense if testing does not destroy items.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identifications of each item proposed, including brand name, model, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer's literature may be furnished.
- F. The proposer must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned proposals will not be considered except in cases where proposal is enclosed with other documents that have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

#### **V. WITHDRAWAL OF PROPOSAL DUE TO ERRORS**

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

To withdraw a proposal after proposal opening, the supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of proposal.

Withdrawal of bid bond for this reason must be done in writing. Suppliers who fail to request withdrawal of proposal by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid bond may not be withdrawn otherwise.

Proposal withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

**VI. TESTING AND INSPECTION**

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item that fails to meet the specifications shall be borne by the proposer.

**VII. F.O.B. POINT**

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

**VIII. PATENT INDEMNITY**

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

**IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED)**

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to Gwinnett County for any proposal as required in proposal documents. Failure to submit appropriate bonding will result in automatic rejection of proposal.

Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirements of the solicitation.

**X. DISCOUNTS**

A. Time payment discounts will be considered in arriving at net prices and in award of proposal. Offers of discounts for payment within ten (10) days following the end of the month are preferred.

B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

**XI. AWARD**

A. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of,

such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

- B. The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.
- D. In the event scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. In the event that negotiations with the highest ranked firm are unsuccessful the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

**XII. DELIVERY FAILURES**

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/ services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

**XIII. COUNTY FURNISHED PROPERTY**

The County will furnish no material, labor or facilities unless so provided in the RFP.

**XIV. REJECTION OF PROPOSALS**

Failure to observe any of the instructions or conditions in this request for proposal shall constitute grounds for rejection of proposal.

**XV. CONTRACT**

Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the

“Sample Contract” in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61<sup>st</sup>) day following receipt of pay requests. The contractor’s acceptance of progress payments or final payment shall release all claims for interest on said payment.

**XVI. NON-COLLUSION**

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud. Each proposer, if included in proposal documents, shall execute an affidavit of non-collusion. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**XVII. DEFAULT**

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

**XVIII. TERMINATION FOR CAUSE**

The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor’s default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County’s rights or remedies by law.

**XIX. TERMINATION FOR CONVENIENCE**

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County’s termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

**XX. DISPUTES**

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

**XXI. SUBSTITUTIONS:**

Proposers offering and quoting on substitutions or who are deviating from the attached specifications

shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

**XXII. INELIGIBLE PROPOSERS**

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

**XXIII. OCCUPATION TAX CERTIFICATE**

Each successful proposer shall provide evidence of a valid Gwinnett County occupation tax certificate if the proposer maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County and out of State proposers are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

**XXIV. PURCHASING POLICY AND REVIEW COMMITTEE:**

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List) and other problems or requirements related to Purchasing. The Purchasing Policy and Review Committee have authority to place suppliers and contractors on the Ineligible Source List for reasons listed in the Gwinnett County Purchasing Ordinance.

**XXV. AMERICANS WITH DISABILITIES ACT:**

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Michael Plonowski, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8015.

**XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:**

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

**XXVII. TAX LIABILITY:**

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

**XXVIII. STATE LAW REGARDING WORKER VERIFICATION**

State Law requires that all who enter into a contract for the physical performance of services with the County or any other performance of labor for the County must satisfy the Illegal Immigration Reform and Enforcement Act of 2011, in all manner, and such are conditions of the contract.

By submitting a proposal to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with the Illegal Immigration Reform and Enforcement Act of 2011. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the County.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act of 2011 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services or for the performance of labor where any persons are employed on the County contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011, Gwinnett County may direct the contractor to terminate that subcontractor. A contractor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 may be sanctioned by termination of the contract.

**XXIX. SOLID WASTE ORDINANCE**

No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation and orders.

**XXX. GENERAL CONTRACTORS LICENSE**

Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

**XXXI. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or

destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

### **DIRECTIONS TO GJAC BUILDING FROM I-85**

Take I-85 north to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At sixth traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light to the 4-way stop sign. The public parking lot is on the left. The Purchasing Division is located in the Administrative Wing-2<sup>ND</sup> Floor.