

**STANDARD CONTRACT FORM**  
**Goods and Non-Professional Services**

1. Agency Contract Number DOC106	2. Contract Title Inmate Telephone System	3. Financial Coding	4. Agency Assigned Encumbrance Number	
5. Vendor Number	6. Project/Case Number 2008-2000-7549	7. Alaska Business License Number 286878		
This contract is between the State of Alaska,				
8. Department of Corrections		Division Administrative Services		hereafter the State, and
9. Contractor  Evercom Systems, Inc., a wholly owned subsidiary of Securus Technologies, Inc				hereafter the Contractor
Mailing Address	Street or P.O. Box	City	State	ZIP+4
14651 Dallas Parkway, Sixth Floor		Dallas	TX	750254-7476

10.

**ARTICLE 1. Appendices:** Appendices referred to in this contract and attached to it are considered part of it.

**ARTICLE 2. Performance of Contract:**

2.1 Appendix A<sup>1</sup> (General Conditions), Items 1 through 17, govern contract performance.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.

2.4 Appendix D sets forth the provisions for payment of commissions to the Department of Corrections.

2.5 All terms and conditions contained in Request For Proposals 2008-2000-7549 are considered to be a part of this contract.

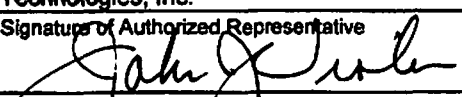

**ARTICLE 3. Period of Performance:** The period of performance for this contract begins March 15, 2008, and ends June 30, 2011 with the option to renew for five additional one year periods. All renewal options to be exercised solely at the discretion of the State of Alaska.

**ARTICLE 4. Considerations:**

4.1 The contractor shall pay the State of Alaska, Department of Corrections(DOC), a commission as outlined in Appendix D of this contract.

4.2 When submitting commission payments to the DOC, the contractor shall refer to the Agency Contract Number and provide a detailed summary of the payment being made. Commission payments shall be sent to the address in block 11 of this contract document.

11. Department of Corrections	Attention: Division of Administrative Services
Mailing Address P. O. Box 112000, Juneau, AK 99811-2000	Attention: Mary Engdahl

<b>12. CONTRACTOR</b>	<b>13. CONTRACTING AGENCY</b>
Name of Firm Evercom Systems Inc., a wholly owned subsidiary of Securus Technologies, Inc.	Department/Division Corrections/Administrative Services
Signature of Authorized Representative 	Signature of Procurement Officer 
Typed or Printed Name of Authorized Representative JOHN J VIOLA	Typed or Printed Name of Procurement Officer Jack Gregson
Date 3-18-08	Date 3-18-08

**STATE OF ALASKA**

**BILATERAL AMENDMENT TO STANDARD CONTRACT FORM  
Goods and Non-Professional Services**

1. Agency Contact Number DOC106/2008-2000-7549
2. Contract Title Inmate Telephone System
3. Optional Renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Renewal Option ___ of ___
4. Financial Coding
5. Agency Assigned Encumbrance Number
6. Amendment No. One

This agreement is between the State of Alaska,  
 7. Department of Corrections, Division of Administrative Services hereafter the State, and  
 8. Contractor hereafter the Contractor  
 Evercom Systems, Inc., a wholly owned subsidiary of Securus Technologies, Inc.  
 Mailing Address Street or P.O. Box City State ZIP Code  
 14651 Dallas Parkway, Sixth Floor Dallas TX 75254-7478

9. This Amendment Serves To:  
 A. Add the following contract language: All calls to the State of Alaska, Public Defender Agency, Office of Public Advocacy and Ombudsman's Office will be free calls.

**SIGN & DATE**  
↓

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME**

10. CONTRACTOR	11. CONTRACTING AGENCY
Name of Firm Evercom Systems, Inc. a wholly owned subsidiary of Securus Technologies, Inc.	Department/Division Corrections/Administrative Services
Signature of Authorized Representative <i>John D. Viocha</i>	Signature of Procurement Officer <i>Jack Grigson</i>
Typed or Printed Name of Authorized Representative John D. Viocha	Typed or Printed Name of Procurement Officer Jack Grigson
Date 8-28-08	Date 8-28-08

**1. Inspection and Reports:**

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

**2. Suitable Materials, Etc.:**

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

**3. Disputes:**

Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.

**4. Default:**

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

**5. No Assignment or Delegation:**

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

**6. No Additional Work or Material:**

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

**7. Independent Contractor:**

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

**8. Payment of Taxes:**

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

**9. Compliance:**

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds.

**10. Conflicting Provisions:**

Unless specifically amended and approved by the Department of Law the General Conditions of this contract supersede any provisions in other appendices.

**11. Officials Not to Benefit:**

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

**12. Contract Prices:**

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

**13. Contract Funding:**

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

**14. Force Majeure:**

(Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**15. Contract Extension:**

Unless otherwise provided, the State and the contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

**16. Severability:**

If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**17. Continuing Obligation of Contractor:**

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

**APPENDIX B<sup>1</sup>**  
**INDEMNITY AND INSURANCE**

**Article 1. Indemnification**

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

**Article 2. Insurance**

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

**2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

**2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per occurrence.

**2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per occurrence.

**Appendix C  
Scope of Work**

Evercom Systems, Inc., a wholly owned subsidiary of Securus Technologies, Inc., will provide an Inmate Telephone System (ITS) to State of Alaska correctional facilities as specified in Request For Proposals (RFP) 2008-2000-7549. All terms and conditions contained in RFP 2008-2000-7549 and Evercom/Securus Technologies proposal dated January 24, 2008, are considered to be a part of this contract document. In any case where contents of the Evercom/Securus proposal conflict with the terms and conditions of the RFP, the terms & conditions of the RFP and this contract supersede any other provisions (See Article 10. Appendix A).

The initial contract period will be from March 15, 2008, until June 30, 2011, with the option to renew for an additional five one year terms. All terms and conditions will remain the same throughout all contract renewal periods. All renewal options are to be exercised solely at the discretion of the State of Alaska, Department of Corrections.

The Department of Corrections contracting officer for this contract is Jack Gregson. He can be contacted by phone at 907-465-3399, fax at 907-465-2006 or via e-mail at [jack.gregson@alaska.gov](mailto:jack.gregson@alaska.gov).

**Appendix D  
Contract Commission Payments**

Commission payments made to the Department of Corrections under this contract will be in computed in accordance with the commission offer and calculation/payment method outlined on Page 4 of the cost proposal submitted by Evercom/Securus as a part of their proposal dated January 24, 2008.