STATE OF ALABAMA

DEPARTMENT OF FINANCE
DIVISION OF PURCHASING

RSA UNION BUILDING
100 N. UNION ST., SUITE 192
MONTGOMERY, ALABAMA 36130
(334) 242-7250

TELE SERVICES-PAY INMATE CONTRACT

T-NUMBER....... : TA497
USAGE............ : AGENCY TERM CONTRACT
PERIOD........... : JUNE 6, 2012 TO JUNE 5, 2015
SOLICITATION NO : 2238645

CONTRACT BUYER : PAT ANTLE
FAX NUMBER.... : (334) 242-4419

DATE PRINTED : 06/12/12
STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING

AGENCY TERM CONTRACT AWARD

EMBARQ PAYPHONE SERVICES, INC.
DBA CENTURYLINK
1401 CURRY PIKE
HARRODSBURG KY 40330

CONTACT PERSON: PAUL COOPER

AGENCY TERM CONTRACT: TELEPHONE SERVICES - PAY AND INMATE

1. EFFECTIVE PERIOD: 06/06/12 TO 06/05/15
2. F.O.B. POINT: DESTINATION
3. DELIVERY TERMS: AS SPECIFIED
4. CASH DISCOUNT TERMS: NET
5. BID REFERENCE NO.: 
6. AWARDED LINES: 00002
7. DISCOUNTS: UNIT PRICES INCLUDE ALL APPLICABLE DISCOUNTS

ALL TERMS, CONDITIONS, AND ANY AMENDMENTS TO SOLICITATION 12-X-2238645 ARE PART OF THIS CONTRACT AS IF FULLY REPRODUCED HEREIN.

APPROVED: Michael A. Jones
PURCHASING DIRECTOR

PURCHASE COPY
<table>
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<tr>
<th>LINE NO.</th>
<th>COMMODITY/SERVICE DESCRIPTION</th>
<th>ESTIMATED QUANTITY</th>
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PURPOSE:
ESTABLISH A CONTRACT ON BEHALF OF THE ALABAMA DEPARTMENT OF FINANCE, INFORMATION SERVICES DIVISION (ISD), AND THE ALABAMA DEPARTMENT OF CORRECTIONS FOR THE INSTALLATION OF EQUIPMENT, PROVISION OF SERVICE AND PAYMENT OF COMMISSIONS ON TELEPHONE CALLS MADE FROM PAY TELEPHONES ON STATE OWNED OR LEASED PROPERTY.

CONTRACT PERIOD:
The purpose of this ITB is to establish a 3 year contract with an option to issue a fourth and fifth 12 month contract under the same pricing, terms and conditions. The fourth or fifth contract, if requested by the state and agreed upon by the vendor, would begin the day after the first or second contract expires. Any successive contract must have the written approval of both the state and the vendor no later than 30 days prior to the expiration of the previous contract.

NON-APPROPRIATION OF FUNDS:
Continuation of any agreement between the state and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The state will not incur liability beyond the payment of accrued agreement payment.

PRORATION:
Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the state to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the state to make such payment (proration of appropriated funds for the state having been declared by the governor pursuant to section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.
<table>
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<tr>
<th>CONTRACT NUMBER</th>
<th>VENDOR NUMBER</th>
<th>NAME AND ADDRESS</th>
<th>CONTACT PERSON</th>
<th>PHONE NUMBERS/FAX</th>
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<td>4012222</td>
<td>593268090-00</td>
<td>EMBARQ PAYPHONE SERVICES, INC.</td>
<td>PAUL COOPER</td>
<td>913-345-6002</td>
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<td>DBA CENTURYLINK</td>
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<td>866-224-5139</td>
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<td>1401 CURRY PIKE</td>
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<td>913-397-3523</td>
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<td>HARRODSBURG KY 40330</td>
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TERMS AND DELIVERY

NET AS SPECIFIED
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<th>COMMODITY NUMBER</th>
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<td>NET</td>
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</table>
FAMILIARIZE YOURSELF WITH THIS CONTRACT AND THE TERMS AND CONDITIONS REGARDING THE RESPONSIBILITIES OF THE STATE AND THE VENDORS.

* * * * * * * * * * * * * * * * * * * *

* IT IS THE RESPONSIBILITY OF THE ORDERING AGENCY TO MAKE SURE THAT *
* ALL OF THE INFORMATION SUBMITTED ON THEIR REQUISITION IS CORRECT. *
* ALWAYS BE SURE TO RECHECK YOUR COMMODITY NUMBERS AS SOON AS YOUR *
* PURCHASE ORDER ARRIVES, CHECK IT FOR ACCURACY. IF THERE ARE ANY *
* DISCREPANCIES, PLEASE NOTIFY THE VENDOR FIRST, THEN CONTACT THE *
* BUYER LISTED ON THE FRONT OF THIS CONTRACT AS SOON AS POSSIBLE. *
* IN MOST INSTANCES, PROBLEMS CAN BE CORRECTED. *

* COMPLAINTS MUST BE DOCUMENTED & SUBMITTED TO THE BUYER IN WRITING.*

* * * * * * * * * * * * * * * * * * * *

SOLICITATION NUMBER : 2238645
PURPOSE:
ESTABLISH A CONTRACT ON BEHALF OF THE ALABAMA DEPARTMENT OF FINANCE, INFORMATION SERVICES DIVISION (ISD), AND THE ALABAMA DEPARTMENT OF CORRECTIONS FOR THE INSTALLATION OF EQUIPMENT, PROVISION OF SERVICE AND PAYMENT OF COMMISSIONS ON TELEPHONE CALLS MADE FROM PAY TELEPHONES ON STATE OWNED OR LEASED PROPERTY.

CONTRACT PERIOD:
THE PURPOSE OF THIS ITB IS TO ESTABLISH A 3 YEAR CONTRACT WITH AN OPTION TO ISSUE A FOURTH AND FIFTH 12 MONTH CONTRACT UNDER THE SAME PRICING, TERMS AND CONDITIONS. THE FOURTH OR FIFTH CONTRACT, IF REQUESTED BY THE STATE AND AGREED UPON BY THE VENDOR, WOULD BEGIN THE
TERMS AND CONDITIONS

DAYS AFTER THE FIRST OR SECOND CONTRACT EXPIRES. ANY SUCCESSIVE CONTRACT MUST HAVE THE WRITTEN APPROVAL OF BOTH THE STATE AND THE VENDOR NO LATER THAN 30 DAYS PRIOR TO THE EXPIRATION OF THE PREVIOUS CONTRACT.

NON-APPROPRIATION OF FUNDS:
CONTINUATION OF ANY AGREEMENT BETWEEN THE STATE AND A BIDDER BEYOND A FISCAL YEAR IS CONTINGENT UPON CONTINUED LEGISLATIVE APPROPRIATION OF FUNDS FOR THE PURPOSE OF THIS BID AND ANY RESULTING AGREEMENT. NON-AVAILABILITY OF FUNDS AT ANY TIME SHALL CAUSE ANY AGREEMENT TO BECOME VOID AND UNENFORCEABLE AND NO LIQUIDATED DAMAGES SHALL ACCRUE TO THE STATE AS A RESULT. THE STATE WILL NOT INCUR LIABILITY BEYOND THE PAYMENT OF ACCRUED AGREEMENT PAYMENT.

PRORATION:
ANY PROVISION OF A CONTRACT RESULTING FROM THIS BID TO THE CONTRARY NOTWITHSTANDING, IN THE EVENT OF FAILURE OF THE STATE TO MAKE PAYMENT HEREUNDER AS A RESULT OF PARTIAL UNAVAILABILITY, AT THE TIME SUCH PAYMENT IS DUE, OF SUCH SUFFICIENT REVENUES OF THE STATE TO MAKE SUCH PAYMENT (PRORATION OF APPROPRIATED FUNDS FOR THE STATE HAVING BEEN DECLARED BY THE GOVERNOR PURSUANT TO SECTION 41-4-90 OF THE CODE OF ALABAMA 1975), THE CONTRACTOR SHALL HAVE THE OPTION, IN ADDITION TO THE OTHER REMEDIES OF THE CONTRACT, OF RENEGOTIATING THE CONTRACT (EXTENDING OR CHANGING PAYMENT TERMS OR AMOUNTS) OR TERMINATING THE CONTRACT.
CERTIFICATE OF LIABILITY INSURANCE

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).

PRODUCER
Marsh USA Inc.
CA License #0437153
1301 5th Avenue, Suite 1900
Seattle, WA 98101-2882
Attn: Seattle.certreques@marsh.com / Fax: 212-948-4326

INSURED
CenturyLink, Inc.; Embarq Corporation;
Qwest Communications International Inc.;
and All Affiliated, Subsidiary & Associated Companies
931 14th St., 10th Floor
Denver, CO 80202

CONTACT
NAME: Chery L. Koch
PHONE [A/C, No. Ext]: 206-228-1502
FAX [A/C, No]:
E-MAIL:

INSURER(S) AFFORDING COVERAGE
NAIC #
INSURER A: Greenwich Insurance Company
22322
INSURER B: XL Insurance Company of America
37885
INSURER C: XL Specialty Insurance Company
INSURER D:
INSURER E:
INSURER F:

COVERAGE:

STATE CERTIFICATE

CERTIFICATE NUMBER:
SEA-02326499-02

REVISION NUMBER:
8

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.

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EXCESS LIABILITY

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

Re: State of Alabama statewide inmate and public telephone equipment, services and commissions. Start date: 6-20-2012 (approx.); End date: 6-19-2015 (3 years from start date).
State of Alabama is an Additional Insured as respects their interest in the operations of the Named Insured as required by written contract regarding General Liability.

CERTIFICATE HOLDER

State of Alabama
Department of Finance
Attn: Ms. Pat Antle
100 North Union Street, Suite 192
Montgomery, AL 36104

CANCELLATION

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

of Marsh USA Inc.
Chery L. Koch

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