

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

BUYER PHONE..... : (334) 242-7253  
PURCHASING NUMBER. : (334) 242-7250

DATE PRINTED : 06/12/12



STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING

AGENCY TERM CONTRACT AWARD

CONTRACT NO. : 4012222  
BUYER : PAT ANTLE  
BUYER PHONE : (334) 242-7253  
T-NUMBER : TA497  
DATE ISSUED : 06/06/12  
SNAP REQ. NO. : 1483775  
EFFECTIVE DATE : 06/06/12  
EXPIRATION DATE : 06/05/15  
SOLICITATION NO. : 12-X-2238645  
VENDOR NUMBER : 59326809000  
VENDOR PHONE : (859)734-9424

EMBARQ PAYPHONE SERVICES, INC.  
DBA CENTURLINK  
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:

PURCHASING DIRECTOR

*Michael A. Jones*

<b>PRICE SHEET</b>	<b>AGENCY TERM CONTRACT AWARD</b>
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VENDOR : EMBARQ PAYPHONE SERVICES, INC. DBA CENTURYLINK	CONTRACT NO. : 4012222 VENDOR NO. : 59326809000	PAGE 2
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMT IF APPLICABLE
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: R1 STATEWIDE				
00001	COMMODITY CODE: 915-77-075872 TELEPHONE SERVICE - INMATE COMMISSION TO BE PAID	1	EA	\$ 0.57200	\$ .57
00002	COMMODITY CODE: 915-77-075872 TELEPHONE SERVICE - PUBLIC PAY TELEPHONE COMMISSION PERCENTAGE TO BE PAID	1	EA	\$ 87.69900	\$ 87.70

**SPECIAL TERMS AND CONDITIONS**VENDOR : EMBARQ PAYPHONE SERVICES, INC.  
DBA CENTURYLINKCONTRACT NO. : 4012222  
T-NUMBER : TA497PAGE  
3**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.

### CONTRACT VENDORS

CONTRACT NUMBER	VENDOR NUMBER NAME AND ADDRESS	CONTACT PERSON PHONE NUMBERS/FAX	TERMS AND DELIVERY
4012222	593268090-00 EMBARQ PAYPHONE SERVICES, INC. DBA CENTURYLINK 1401 CURRY PIKE HARRODSBURG KY 40330	PAUL COOPER 913-345-6002 866-224-5139  913-397-3523	NET AS SPECIFIED

# COMMODITY LISTING

CONTRACT NUMBER/LINE #	COMMODITY NUMBER COMMODITY DESCRIPTION	UNIT PRICE MEASURE	VENDOR # NAME	TERMS
4012222 00001	915-77-075872 TELEPHONE SERVICE - INMATE COMMISSION TO BE PAID	.57200 EA	593268090-00 EMBARQ PAYPHONE SERVICES, INC. DBA CENTURYLINK	NET
4012222 00002	915-77-075872 TELEPHONE SERVICE - PUBLIC PAY TELEPHONE COMMISSION PERCENTAGE TO BE PAID	87.69900 EA	593268090-00 EMBARQ PAYPHONE SERVICES, INC. DBA CENTURYLINK	NET

FAMILIARIZE YOURSELF WITH THIS CONTRACT AND THE TERMS AND CONDITIONS REGARDING THE RESPONSIBILITIES OF THE STATE AND THE VENDORS.

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\*  
\* 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. \*  
\*  
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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

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.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/20/2012

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> Marsh USA Inc. CA License #0437153 1301 5th Avenue, Suite 1900 Seattle, WA 98101-2682 Attn: Seattle.certrequest@marsh.com / Fax: 212-948-4326 J13913-CTL-GAW-12-13		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
061915		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> CenturyLink, Inc.; Embarq Corporation; Qwest Communications International Inc.; and All Affiliated, Subsidiary & Associated Companies 931 14th St., 10th Floor Denver, CO 80202		<b>INSURER A:</b> Greenwich Insurance Company <b>INSURER B:</b> XL Insurance Company of America <b>INSURER C:</b> XL Specialty Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 22322 37885	

**COVERAGES** CERTIFICATE NUMBER: SEA-002326499-02 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	X		RGD5000333	09/01/2012	09/01/2013	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
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<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	RWD5000329 AOS RWR5000330 WI	09/01/2012 09/01/2012	09/01/2013 09/01/2013	<input checked="" type="checkbox"/> WC STATUTORY 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
C	XS Workers' Compensation/EL			RWE5000331 - WA	09/01/2012	09/01/2013	Excess of \$1,000,000 SIR \$1,000,000
C	XS Workers' Compensation/EL			RWE5000332 OH	09/01/2012	09/01/2013	Excess of \$1,000,000 SIR \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
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.

*Please file in TA497 2238645  
filed in FY15*

<b>CERTIFICATE HOLDER</b> State of Alabama Department of Finance Attn: Ms. Pat Antle 100 North Union Street, Suite 192 Montgomery, AL 36104		<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 of Marsh USA Inc. Cheryl L. Koch <i>Cheryl L. Koch</i>	
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