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State of Kansas
Department of Administration
Division of Purchases
DA-46146a (Rev. 01-08)

Contract No.: 10431

Date: July 30, 2009

CONTRACT

This contract is entered into this 30th day of July 2009 by and between the State of Kansas (State) and Embarq Payphone Services Inc., 5309 Metcalf Avenue, Overland Park, Kansas 66212 (Contractor).

The parties agree as follows:

1. Subject to the terms and conditions of this contract and companion Contract Award document, State hereby accepts the offer of Contractor as expressed by Contractor's bid submitted to the Division of Purchases on August 3, 2007, in response to Request for Proposal Number 10431.
2. It is understood and agreed by the parties that pursuant to the bid, Contractor agrees to furnish Telephone Services-Inmate for Department of Corrections for the period from ~~January 2, 2010 through January 4, 2011~~ on order of the Agency(s) at the price or prices contained in the bid. Agency(s) agrees to pay on delivery of the item(s) the amount(s) billed by Contractor in accordance with the bid as shown on delivery invoice(s) of the Contractor to the Agency(s). Payment will be made as soon after receipt of the invoice(s) as possible in accordance with state law. **Corrected dates: December 17, 2010 through December 16, 2011.**
3. Failure of Contractor to furnish the item(s) in accordance with the bid specifications incorporated into this contract by reference, or failure of Contractor to deliver the item(s) in accordance with any time schedules prescribed in this contract or any documents incorporated by reference into this contract shall result in forfeiture of any performance bond of Contractor and/or in termination of this contract at the option of State.
4. It is understood and agreed that the provisions set out in the State of Kansas Division of Purchases bid document for this contract are incorporated and made a part of this contract by reference as though fully set forth herein. Contractor agrees and understands that these documents are controlling over Contractor's bid, invoice, agency order forms or any other documents of the Contractor.
5. The provisions found in Contractual Provisions Attachment (DA-146a), is incorporated and made a part of this contract by reference.
6. In the event of any disputes regarding the terms and conditions of this Contract or payments alleged to be due and owing, Contractor's sole remedy shall be with the Agency that placed the order.

Contractor: Embarq Payphone Services Inc

Agency: Department of Corrections

By: [Signature]

By: [Signature]

Printed Name: William E. Check

Printed Name: Roger Werholtz

Title: President Wholesale Markets

Title: Secretary of Corrections

I hereby certify that the competitive bid/procurement laws of the State of Kansas have been followed.

State of Kansas

By: _____

CHRIS HOWE
DIRECTOR OF PURCHASES

DIVISION OF PURCHASES

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