


**STATE OF ILLINOIS
CONTRACT AMENDMENT**

The undersigned Agency and Vendor, Securus Technologies Inc., (the Parties) agree that the following shall amend the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Agency and the Vendor cause this Amendment to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR

Vendor Name: Securus Technologies, Inc.	Address: 14651 N. Dallas Parkway, Suite 600 Dallas, TX 75254
Signature: <i>Robert E. Pickens</i>	Phone: 972-277-0300
Printed Name: Robert E. Pickens	Fax: 977-277-0514
Title: Chief Operating Officer	Email: bpickens@securustech.net
Date:	



STATE OF ILLINOIS


Procuring Agency: Department of Central Management Services	Phone: 217-557-2412
Street Address: 801 Stratton Building	Fax: Click here to enter text.
City, State ZIP: Springfield, IL 62706	
Official Signature: <i>Aundra Williams</i>	Date: <i>9/3/13</i>
Printed Name: Aundra Williams	
Official's Title: Chief Operating Officer, BOSS	
Legal Signature: <i>Kevin Connor</i>	Date: <i>9/10/13</i>
Legal Printed Name: Kevin Connor	
Legal's Title: General Counsel	
Fiscal Signature: <i>Paul Romiti</i>	Date: <i>9/3/13</i>
Fiscal's Printed Name: Paul Romiti	
Fiscal's Title: Chief Financial Officer	


STATE OF ILLINOIS CONTRACT AMENDMENT

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City, State ZIP: Springfield, IL 62706	
Official Signature:	Date:
Printed Name: Aundra Williams	
Official's Title: Chief Operating Officer, BOSS	
Legal Signature:	Date:
Legal Printed Name: Kevin Connor	
Legal's Title: General Counsel	
Fiscal Signature:	Date:
Fiscal's Printed Name: Paul Romiti	
Fiscal's Title: Chief Financial Officer	

STATE USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

PBC#	Project Title	
Contract #	Procurement Method (IFB, RFP, Small, etc):	
IPB Ref. #	IPB Publication Date:	Award Code:
Subcontractor Utilization? <input type="checkbox"/> Yes <input type="checkbox"/> No	Subcontractor Disclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source	Obligation #	
<u>CPO 33 – General Counsel Approval:</u>		
Signature	Printed Name	Date

1. **CONTRACT DESCRIPTION** (including Original Purchase Order or Contract Number): Inmate Collect Calling Contract No. CMC3670940.

2. **DESCRIPTION OF AMENDMENT** (Check all that apply, complete blanks and explain as necessary):

2.1. The completion date will be extended, shortened or remain the same.

2.2. The method of determining compensation (e.g., hourly rate, fixed fee, etc.) will stay the same or change as follows: See Amendment No. 1 to Contract #CMC3670940, attached as Exhibit 1, and incorporated herein.

2.3. The cost will be increased, decreased or remain the same.

2.3.1. Original cost: Commission Rate 87.1%

Rate in \$ set Charges per call – Domestic (c) \$4.10 (Four Dollars and Ten Cents)

Rate in \$ set Charges per call – International (c) \$4.10 (Four Dollars and Ten Cents)

2.3.2. Amount of change: Commission Rate decreased 11.1% .

Rate in \$ set Charges per call – Domestic (c) decreased \$.55

Rate in \$ set Charges per call – International (c)) decreased \$.55

2.3.3. Revised cost: Commission Rate 76%.

Rate in \$ set Charges per call – Domestic (c) \$3.55 (Three Dollars and Fifty- Five Cents)

Rate in \$ set Charges per call – International (c) \$3.55 (Three Dollars and Fifty-Five Cents)

2.4. The supplies or services to be provided will stay the same or be changed as follows.

3. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective as of the date of the last signature to this contract amendment.

4. **WHY IS CHANGE NEEDED?** (Check all that apply and explain.)

4.1. The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed.

4.2. The change is germane to the original contract as signed.

4.3. The change order is in the best interest of the State and authorized by law.

Explanation of why change is needed: On or about April 9, 2013, the Illinois Commerce Commission (ICC) entered its Order at Docket No. 12-0413 finding that inmate-only telephone service is now subject to, among other things, the maximum rates and charges provided for in Section 770.40 of Part 770 of Title 83 of the Illinois Administrative Code. Further, on or about December 5, 2012, the ICC entered its order at Docket No. 12-0661 establishing the current operator service provider maximum rates and charges provided for in 83 Ill. Adm. Code 770-40(c) & (e). Finally, the parties hereto desire to amend the Contract to modify the Pricing provision in consideration of the ICC's Orders cited herein.

5. **WHAT PROVISION OF THE CONTRACT, PROCUREMENT CODE OR OTHER LAW AUTHORIZED THIS CHANGE?** Compliance with the Law, Section 4.12.

6. STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

6.1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

6.2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

6.3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

6.4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

6.5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

- 6.6.** To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
- 6.7.** Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
- 6.8.** If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
- 6.9.** If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
- 6.10.** Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Pub. Act No. 97-0895 (August 3, 2012)
- 6.11.** Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
- 6.12.** Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
- 6.13.** Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
- 6.14.** Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
- 6.15.** Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

- 6.16.** Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
- 6.17.** Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.
- 6.18.** Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
- 6.19.** Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
- 6.20.** Drug Free Workplace
- 6.20.1.** If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
- 6.20.2.** If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
- 6.21.** Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
- 6.22.** Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
- 6.23.** Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts; which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- 6.24.** Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
- 6.25.** Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor of indentured labor under penal sanction. 30 ILCS 583.
- 6.26.** Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
- 6.27.** Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.

- 6.28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 6.29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/litaa). 30 ILCS 587.
- 6.30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

- 6.31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
- 6.32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

B. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805

ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

- D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name:

Business Name: Securus Technologies, Inc.

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number : 75-2722144

Legal Status (check one):

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input type="checkbox"/> Limited Liability Company
(select applicable tax classification) |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: _____

Art Ford

Date: Tuesday, August 13, 2013



**AMENDMENT NO. 1
TO
CONTRACT #CMC3670940**

This Amendment No. 1 ("Amendment") is effective as of the last date signed by either party ("Amendment Effective Date") and amends and supplements that certain Contract dated October 19, 2012 (the "Contract") by and between the State of Illinois acting through the undersigned Agency (collectively the "State") and Securus Technologies, Inc. ("Vendor") for inmate calling services.

WHEREAS, on or about April 9, 2013, the Illinois Commerce Commission ("ICC") entered its Order at Docket No. 12-0413 finding that inmate-only telephone service is now subject to, among other things, the maximum rates and charges provided for in Section 770.40 of Part 770 of Title 83 of the Illinois Administrative Code; and

WHEREAS, on or about December 5, 2012, the ICC entered its Order at Docket No. 12-0661 establishing the current operator service provider maximum rates and charges provided for in 83 Ill. Adm. Code 770.40(c) & (e);

WHEREAS, the parties hereto desire to amend the Contract to modify the Pricing provision in consideration of the ICC's Orders cited herein;

NOW, THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, the State and Vendor hereby agree as follows:

1. The Pricing table set forth in Section 3 PRICING, Subsection 3.1, is hereby deleted in its entirety and replaced with the following:

Rate in \$ per minute – domestic (collect and pre-paid) (c)	\$0.00 (No Charge)
Rate in \$ per minute – international (pre-paid only) (c)	\$0.00 (No Charge)
Commission Rate (Vendor will compensate the State – in % of gross revenue)	76% (Seventy Six Percent)
Rate in \$ per pre-paid account set up fee	\$0.00 (No Charge)
Rate in \$ per fund transfer into pre-paid account	\$0.00 (No Charge)
Rate in \$ set Charges per call – Domestic (c)	\$3.55 (Three Dollars and Fifty-Five Cents)
Rate in \$set up charges per call – International (c)	\$3.55 (Three Dollars and Fifty-Five Cents)

(c) Indicates that item is commissionable.

2. If the maximum rates and charges and/or applicability of laws to the inmate calling services are changed by the ICC or by court order, the parties agree to renegotiate in good faith the Pricing hereunder.

3. Except as expressly modified by this Amendment, the terms and conditions of the Contract are unchanged, and remain in full force and effect. The Contract as expressly modified by this Amendment is the complete agreement of the parties and supersedes all prior or contemporaneous agreements and representations, whether written or oral. The Contract as expressly modified by this Amendment may not be further modified or amended except by written amendment in accordance with the Contract.