

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.comptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Securix Technologies, LLC (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Middlesex Sheriff's Office MMARS Department Code: SDM	
Legal Address: (W-9, W-4): 4000 International Parkway, Carrollton, TX 75007		Business Mailing Address: 400 Mystic Avenue, 4th Floor, Medford MA 02155	
Contract Manager: Sherri Turowsky	Phone: _____	Billing Address (if different):	
E-Mail: _____	Fax: _____	Contract Manager: Michael Blatus	Phone: 781.960.2008
Contractor Vendor Code: VC		E-Mail: mblatus@sdm.state.ma.us	Fax: 781.960.2902
Vendor Code Address ID (e.g. "AD001"): AD____ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: 3920.4	
<p align="center">___ NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ___ Statewide Contract (OSD or an OSD-designated Department) ___ Collective Purchase (Attach OSD approval, scope, budget) ___ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation, Notice or RFR, and Response or other procurement supporting documentation) ___ Emergency Contract (Attach justification for emergency, scope, budget) ___ Contract Employee (Attach Employment Status Form, scope, budget) ___ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<p align="center"><u>X</u> CONTRACT AMENDMENT</p> Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____ Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <u>X</u> Amendment to Date, Scope or Budget (Attach updated scope and budget) ___ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ___ Contract Employee (Attach any updates to scope or budget) ___ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): X <u>Commonwealth Terms and Conditions</u> <u>Commonwealth Terms and Conditions For Human and Social Services</u> <u>Commonwealth IT Terms and Conditions</u>			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>X</u> Rate Contract, (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes (if rates or terms are being amended). ___ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or now total if Contract is being amended). \$ _____			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Amendment 4. Securix will add one additional free ten (10) minute phone call per inmate per week for four (4) weeks.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <u>X</u> 2. may be incurred as of <u>November 1, 2021</u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ___ 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2025</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: <u>RR</u> Date: <u>11/19/2021</u> (Signature and Date Must Be Handwritten At Time of Signature)		X: <u>Michael Blatus</u> Date: <u>11/19/2021</u> (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Russell Roberts</u>		Print Name: <u>Michael C. Blatus</u>	
Print Title: <u>Chief Growth Officer</u>		Print Title: <u>Purchasing Director</u>	



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CONTRACTOR LEGAL NAME: (and (b)(3):) Securus Technologies, LLC		COMMONWEALTH DEPARTMENT NAME: Middlesex Sheriff's Office MMARS Department Code: SDM	
Legal Address: (W-9, W-4): 4000 Int'l Pkwy, Carrollton, TX 75007		Business Mailing Address: 400 Mystic Avenue, 4th Floor, Medford, MA 02153	
Contract Manager: Sherri Turowsky	Phone:	Billing Address (if different):	
E-Mail:	Phone: 781-900-2806	Contract Manager: Michael Blatus	Phone: 781-900-2806
Contractor Vendor Code: VG		E-Mail: mblatus@sdm.state.ma.us	Fax: 781-900-2802
Vendor Code Address ID (e.g. "AD001"): AD (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
<input type="checkbox"/> NEW CONTRACT		<input checked="" type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 816 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or waiver, and exception justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to Amendment: <u>June 30, 2026</u> Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input checked="" type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input type="checkbox"/> Commonwealth Terms and Conditions; <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services; <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 816 CMR 9.00. <input checked="" type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended. <input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ _____			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> Agree to standard 45 day cycle; <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29A, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract for Secure Inmate Calling system and Related services between the Middlesex Sheriff's Office and Securus with rates and services reflected in the Statement of Work. See updated Scope and Budget Amendment effective August 1, 2021.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 2. may be incurred as of <u>August 1, 2021</u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of <u>June 30, 2021</u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to those obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2026</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>7/26/21</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Russell Roberts</u> Print Title: <u>Chief Growth Officer</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>7/27/2021</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Michael Blatus</u> Print Title: <u>Purchasing Director</u>	



RECEIVED
 By: Valerie Strzelecki at 10:19 am, Jul 29, 2021

UPDATED SCOPE AND BUDGET

WHEREAS, Customer and Contractor are parties to the Agreement and desire to amend the terms as stated herein;

NOW, THEREFORE, as of the Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Changes to Agreement Terms. The Agreement is hereby amended as follows:

- Effective as of August 1, 2021, the domestic calling rates are hereby changed to \$0.14 per minute, plus applicable taxes, fees, and surcharges,
- Effective as of August 1, 2021, the \$60,000 annual technology fee will no longer be applicable,
- Effective as of August 1, 2021, the commission percentage associated with telephone services is hereby reduced to 32%.
- Contractor will provide one free ten-minute phone call per incarcerated individual per week, provided that, for any given account, if the free phone call is not used during that week, the end user will not retain such free calls for that account whenever the next distribution of free phone calls occurs. This call will replace the five-minute free call described in the First Amendment.

2. Except as expressly amended herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

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CONTRACTOR LEGAL NAME: Securus Technologies, LLC (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Middlesex Sheriff's Office MMARS Department Code: 6DM	
Legal Address (W-9, W-4): 4000 International Parkway, Carrollton TX 75007		Business Mailing Address: 400 Mystic Avenue, 4th Floor, Medford MA 02155	
Contract Manager: Shem Turowsky	Phone:	Billing Address (if different):	
E-Mail:	Fax:	Contract Manager: Michael Blatus	Phone: 781.960.2806
Contractor Vendor Code: VC		E-Mail: mblatus@edm.state.ma.us	Fax: 781.960.2902
Vendor Code Address ID (e.g. "AD001"): AD		MMARS Doc ID(s):	
(Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: 3920 - 2	
NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		X CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior</i> to Amendment: <u>June 30, 2025</u> Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input checked="" type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ _____			
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BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Amendment 2 See attached "First Amendment to Commonwealth of Massachusetts - Standard Contract Form"			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <u>November 9, 2020</u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>RR</u> Date: <u>09/03/2021</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Russell Roberts</u> Print Title: <u>Chief Growth Officer</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Michael C. Blatus</u> Date: <u>9/22/2021</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Michael C. Blatus</u> Print Title: <u>Purchasing Director</u>	

MIDDLESEX COUNTY (MA)

FIRST AMENDMENT TO
COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM


This FIRST AMENDMENT ("First Amendment") is effective as of the last date signed by either party ("First Amendment Effective Date") and amends and supplements that certain Commonwealth of Massachusetts - Standard Contract Form by and between Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) ("we," "us," or "Provider") and the Middlesex Sheriff's Office ("you" or "Customer") signed by Customer on July 15, 2020 (the "Agreement");

WHEREAS Customer and Provider are parties to the Agreement and desire to amend the terms as stated herein;

NOW, THEREFORE, as of the First Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 1. Term.** This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the Term of the Agreement.
- 2. Provision of Free Calls.** Provider will provide one free five minute call per week to each person incarcerated at Customer's facility, provided that, for any given account, if the free phone calls are not used during that week, the end user will not retain such free calls for that account whenever the next weekly distribution of free phone calls occurs.
- 3. Modification to Commission.** The commission percentage is hereby reduced from 43% to 39.5%.
- 4. Customer Option to Undo Changes.** In the event Customer decides to end the free call program described in Section 2 of this First Amendment, Section 3 of this First Amendment will be of no further force and effect and the commission percentage will return to 43%.
- 5. Customer Options for Alternative Compensation Structures.** Notwithstanding anything to the contrary in the Agreement, at Customer's option, Customer may request that compensation and rates under the Agreement be amended to either a no commission or taxpayer-funded and no commission option at any time during the Term. If requested by Customer, the parties will negotiate in good faith regarding an appropriate reduction to the applicable call rates if Customer agrees to no longer receive any commission or other type of financial compensation under the Agreement. For such compensation structures, Provider can also accommodate a Customer request to transition from inmate and friend and family funding of inmate telephone services to a model where those services are taxpayer-funded / paid for by Customer.
- 6.** Except as expressly amended by this First Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the First Amendment Effective Date.

CUSTOMER: Middlesex Sheriff's Office By: <u>Kashif Siddiqi</u> Name: <u>Kashif Siddiqi</u> Title: <u>Director of Fiscal Operations</u> Date: <u>11/09/2020</u>	PROVIDER: Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) By: <u></u> Name: <u>Russell Roberts</u> Title: <u>Chief Growth Officer</u> Date: <u>11/10/2020</u>
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Please return signed contract to:
4000 International Parkway
Carrollton, Texas 75007
Attention: Contracts Administrator
Phone: (972) 277-0300

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Legal Address (W-D, W-4): 4080 International Parkway, Carrollton TX 75007		Business Mailing Address: 400 Mystic Avenue, 4 th Floor, Medford MA 02155	
Contract Manager: Sherril Turowsky	Phone:	Billing Address (if different):	
E-Mail:	Fax:	Contract Manager: Michael Blatus	Phone: 781.960.2808
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NEW CONTRACT		X CONTRACT AMENDMENT	
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The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ _____			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Please see Amendment "Memorandum of Understanding COVID-19 Response Middlesex County (MA)" attached.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ___/___/20___, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <u>March 16, 2020</u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2020</u> ; with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>9/14/21</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Russell Roberts</u> Print Title: <u>Chief Growth Officer</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>9/22/2021</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Michael C. Blatus</u> Print Title: <u>Purchasing Director</u>	

**First Amendment to Memorandum of Understanding
COVID-19 Response
MIDDLESEX COUNTY (MA)**

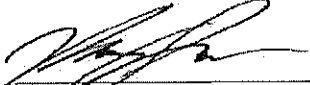

This First Amendment to Memorandum of Understanding ("First Amendment") is effective as of the last date of signature ("First Amendment Effective Date") and amends and supplements the Memorandum of Understanding by and between Securus Technologies, LLC ("we," "us," or "Provider") and Middlesex Sheriff's Office ("you" or "Customer") signed by Customer on March 16, 2020 (the "MOU").

WHEREAS, Customer and Provider are parties to the MOU and desire to amend the terms as stated herein;

WHEREAS, Customer has requested to make certain temporary changes to certain of Provider's systems in response to disruptions being caused by the spread of the COVID-19 Coronavirus, and Provider agrees to make such changes;

NOW, THEREFORE, as of the First Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Changes to Pricing and Billing. Section 2(a) of the MOU is amended as follows:
 - a. The current program is described in Section 2(a) of the MOU will continue until August 13, 2020. Effective as of August 14, 2020, the program will be reduced from four free phone calls per inmate per week to two free phone calls per inmate per week. Effective as of September 1, 2020, the MOU will terminate, and the free call program contained therein will no longer be applicable.
2. No Other Changes. Except as expressly amended by this First Amendment, all of the terms, conditions and provisions of the MOU will remain in full force and effect.

CUSTOMER:	PROVIDER:
Middlesex Sheriff's Office	Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)
By: 	By: 
Name: <u>KASHIF SIDDIQI</u>	Name: <u>Russell Roberts</u>
Title: <u>Director of Fiscal Ops.</u>	Title: <u>Chief Growth Officer</u>
Date: <u>8/4/2020</u>	Date: <u>8/6/2020</u>

**First Amendment to Memorandum of Understanding
COVID-19 Response
MIDDLESEX COUNTY (MA)**

This First Amendment to Memorandum of Understanding ("First Amendment") is effective as of the last date of signature ("First Amendment Effective Date") and amends and supplements the Memorandum of Understanding by and between Securus Technologies, LLC ("we," "us," or "Provider") and Middlesex Sheriff's Office ("you" or "Customer") signed by Customer on March 16, 2020 (the "MOU").

WHEREAS, Customer and Provider are parties to the MOU and desire to amend the terms as stated herein;

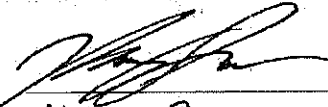
WHEREAS, Customer has requested to make certain temporary changes to certain of Provider's systems in response to disruptions being caused by the spread of the COVID-19 Coronavirus, and Provider agrees to make such changes;

NOW, THEREFORE, as of the First Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Changes to Pricing and Billing. Section 2(a) of the MOU is amended as follows:

- a. The current program is described in Section 2(a) of the MOU will continue until August 13, 2020. Effective as of August 14, 2020, the program will be reduced from four free phone calls per inmate per week to two free phone calls per inmate per week. Effective as of September 1, 2020, the MOU will terminate, and the free call program contained therein will no longer be applicable.

2. No Other Changes. Except as expressly amended by this First Amendment, all of the terms, conditions and provisions of the MOU will remain in full force and effect.

CUSTOMER: Middlesex Sheriff's Office By:  Name: <u>KASHIF SIDDIQI</u> Title: <u>Director of Fiscal Ops.</u> Date: <u>8/4/2020</u>	PROVIDER: Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) By: _____ Name: _____ Title: _____ Date: _____
--	---

**Memorandum of Understanding
COVID-19 Response
MIDDLESEX COUNTY (MA)**

This Memorandum of Understanding ("MOU") is effective as of the last date of signature ("MOU Effective Date") and amends and supplements the current agreement for inmate communications services by and between Securus Technologies, LLC ("we," "us," or "Provider") and Middlesex Sheriff's Office ("you" or "Customer") (the "Agreement").

WHEREAS, Customer and Provider are parties to the Agreement and desire to temporarily amend the terms as stated herein;

WHEREAS, Customer has requested to make certain temporary changes to certain of Provider's systems in response to disruptions being caused by the spread of the COVID-19 Coronavirus, and Provider agrees to make such changes;

NOW, THEREFORE, as of the MOU Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Term.** This MOU is intended as a temporary amendment to the Agreement in response to disruptions being caused by the spread of the COVID-19 Coronavirus.¹ Accordingly, this MOU shall commence on the MOU Effective Date and shall remain in effect until terminated by either party (the "Term"). Either party may terminate this MOU at any time. In the event this MOU is terminated, the parties will coordinate in good faith regarding the process of reversing the changes contemplated by this MOU.
2. **Changes to Pricing and Billing.** As soon as is practicable, during the Term of this MOU, Provider agrees to make the following changes to its pricing and billing procedures:
 - a. Provider will provide four free phone calls per inmate per week, provided that, for any given account, if the free phone calls are not used during that week, Provider will not issue another free phone call or calls for that account whenever the next distribution of free phone calls occurs.
 - b. For each free phone call provided and used pursuant to this MOU, Customer will assist Provider with bearing the cost by paying Provider \$0.08 per minute of each such call, which will be deducted from compensation otherwise owed from Provider to Customer pursuant to the Agreement. In the event the compensation owed to Customer is less than Customer's cost of the free calls provided and used pursuant to this MOU, Customer may be sent an invoice for the remaining amount, which will be due and payable within 30 days after the invoice date.
3. **Status Update.** On or about 30 days after the implementation of the changes described in this MOU, Provider and Customer will confer in good faith regarding the impact of these changes and to discuss any further suggested changes.
4. **MOU Confidentiality.** Customer will not issue any press release or other public statement regarding the financial terms contemplated by this MOU unless mutually agreed upon by Provider and Customer, provided, however, this will not prohibit Customer from making any general statements about its coronavirus response plan and benefits to affected inmates.
5. **Additional Changes to Pricing and Billing.** During the Term of this MOU, the parties agree that additional changes in addition to those described in Section 2 of this MOU may be made by mutual documented consent. Any such changes will terminate upon the termination of this MOU.
6. **Replacement of Prior MOU.** The terms of this MOU supersede and replace those of the prior MOU relating to COVID-19.
7. Except as expressly amended by this MOU, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

CUSTOMER:	PROVIDER:
Middlesex Sheriff's Office	Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)
By: <u>Bridget Cook</u>	By: _____
Name: <u>Bridget Cook</u>	Name: David A. Abel
Title: <u>Chief Financial Officer</u>	Title: President & CEO
Date: <u>3-10-2020</u>	Date: _____

¹ Customer and Provider acknowledge and agree that Customer's visitation policy with respect to in-person visits is solely within Customer's discretion.

**Memorandum of Understanding
COVID-19 Response
MIDDLESEX COUNTY (MA)**

This Memorandum of Understanding ("MOU") is effective as of the last date of signature ("MOU Effective Date") and amends and supplements the current agreement for inmate communications services by and between Securus Technologies, LLC ("we," "us," or "Provider") and Middlesex Sheriff's Office ("you" or "Customer") (the "Agreement"),

WHEREAS, Customer and Provider are parties to the Agreement and desire to temporarily amend the terms as stated herein;

WHEREAS, Customer has requested to make certain temporary changes to certain of Provider's systems in response to disruptions being caused by the spread of the COVID-19 Coronavirus, and Provider agrees to make such changes;

NOW, THEREFORE, as of the MOU Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Term**. This MOU is intended as a temporary amendment to the Agreement in response to disruptions being caused by the spread of the COVID-19 Coronavirus.¹ Accordingly, this MOU shall commence on the MOU Effective Date and shall remain in effect until terminated by either party (the "Term"). Either party may terminate this MOU at any time. In the event this MOU is terminated, the parties will coordinate in good faith regarding the process of reversing the changes contemplated by this MOU.
2. **Changes to Pricing and Billing**. As soon as is practicable, during the Term of this MOU, Provider agrees to make the following changes to its pricing and billing procedures:
 - a. Provider will provide four free phone calls per inmate per week, provided that, for any given account, if the free phone calls are not used during that week, Provider will not issue another free phone call or calls for that account whenever the next distribution of free phone calls occurs.
 - b. For each free phone call provided and used pursuant to this MOU, Customer will assist Provider with bearing the cost by paying Provider \$0.08 per minute of each such call, which will be deducted from compensation otherwise owed from Provider to Customer pursuant to the Agreement. In the event the compensation owed to Customer is less than Customer's cost of the free calls provided and used pursuant to this MOU, Customer may be sent an invoice for the remaining amount, which will be due and payable within 30 days after the invoice date.
3. **Status Update**. On or about 30 days after the implementation of the changes described in this MOU, Provider and Customer will confer in good faith regarding the impact of these changes and to discuss any further suggested changes.
4. **MOU Confidentiality**. Customer will not issue any press release or other public statement regarding the financial terms contemplated by this MOU unless mutually agreed upon by Provider and Customer, provided, however, this will not prohibit Customer from making any general statements about its coronavirus response plan and benefits to affected inmates.
5. **Additional Changes to Pricing and Billing**. During the Term of this MOU, the parties agree that additional changes in addition to those described in Section 2 of this MOU may be made by mutual documented consent. Any such changes will terminate upon the termination of this MOU.
6. **Replacement of Prior MOU**. The terms of this MOU supersede and replace those of the prior MOU relating to COVID-19.
7. Except as expressly amended by this MOU, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

<u>CUSTOMER:</u>	<u>PROVIDER:</u>
Middlesex Sheriff's Office	Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)
By: <u>Bridget Cook</u>	By: <u>[Signature]</u>
Name: <u>Bridget Cook</u>	Name: Russell Roberts
Title: <u>Chief Financial Officer</u>	Title: Chief Growth Officer
Date: <u>3-10-2020</u>	Date: <u>9-14-20 9-14-21</u>

¹ Customer and Provider acknowledge and agree that Customer's visitation policy with respect to in-person visits is solely within Customer's discretion.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (AEF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at <https://www.mass.gov/info-details/standard-contract-form> under Forms.

CONTRACTOR LEGAL NAME: Securus Technologies, LLC (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Middlesex Sheriff's Office	
Legal Address (W-9, W-4, T&O): 4000 Intl Pkwy., Carrollton, TX 75007		MMARS Department Code: SDM	
Contract Manager: Trish Auger		Business Mailing Address: 400 Myrtle Avenue, 4 th Floor, Medford MA 02165	
E-Mail:		Billing Address (if different):	
Phone:		Contract Manager: Michael Blatus	
Fax:		E-Mail: mblatus@sdm.state.ma.us	
Contractor Vendor Code:		Phone: 781.960.2808	
Vendor Code Address ID (e.g. "AD001"): AD		Fax: 781.960.2902	
(Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
RFR/Procurement or Other ID Number: 3920			
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ___ Statewide Contract (OSD or an OSD-designated Department) <input checked="" type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) ___ Department Procurement (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ___ Emergency Contract (Attach justification for emergency, scope, budget) ___ Contract Employee (Attach Employment Status Form, scope, budget) ___ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__ Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ___ Amendment to Scope or Budget (Attach updated scope and budget) ___ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ___ Contract Employee (Attach any updates to scope or budget) ___ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ___ Commonwealth Terms and Conditions ___ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ___ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended).			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract for Secure Inmate Calling System and related services between the Middlesex Sheriff's Office and Securus with rates and services reflected in the Statement of Work (SOW).			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 2. may be incurred as of <u>July 15, 2020</u> , a date <u>LATER</u> than the <u>Effective Date</u> below and no obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ 3. were incurred as of ___, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2028</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury; agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> , Date: <u>7/15/20</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>RUSSELL TOBERS</u> Print Title: <u>Chief Growth Officer</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Michael Blatus</u> , Date: <u>7/15/2020</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Michael G. Blatus</u> Print Title: <u>Purchasing Director</u>	



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (AEF), the Office of the Comptroller (COTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at <https://www.masscomptroller.org/underForms>.

CONTRACTOR LEGAL NAME: Securus Technologies, LLC (and aliases)		COMMONWEALTH DEPARTMENT NAME: Middlesex Sheriff's Office MMARS Department Code: SDM	
Legal Address (W.B.W.#TAG): 4000 Innt Pkwy., Carrollton, TX 75007		Business Mailing Address: 400 Myrtle Avenue, 4th Floor, Medford MA 02155	
Contract Manager: Tish Auner		Billing Address (if different):	
E-Mail:		Contract Manager: Michael Blatus	
Phone:		E-Mail: mblatus@adm.state.ma.us	
Contractor Vendor Code:		Phone: 781.880.2808	Fax: 781.880.2902
Vendor Code Address ID (e.g. "AD001"): AD (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
RF/Procurement or Other ID Number: 3920			
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input checked="" type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (Includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 6.00. <input checked="" type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended).			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> Agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 26, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract for Secure Inmate Calling System and related services between the Middlesex Sheriff's Office and Securus will rate and services reflected in the Statement of Work (SOW).			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <ol style="list-style-type: none"> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u>. <input checked="" type="checkbox"/> 2. may be incurred as of <u>July 15, 2020</u>, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u>. 3. were incurred as of __, a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations. 			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATION: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence: the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.02</u> , incorporated herein, provided that any amended RFR or Response (as result) in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: Date: <u>7/21/20</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>RUSSELL KOLODZIS</u> Print Title: <u>Chief Growth Officer</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: Date: <u>7/16/2020</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Michael C. Blatus</u> Print Title: <u>Purchasing Director</u>	





The Commonwealth of Massachusetts
Middlesex Sheriff's Office
Peter J. Koutoujian
Sheriff

Phone (781) 960-2800
Fax (781) 960-2902

400 Mystic Avenue, 4th Floor
Medford, Massachusetts 02155

July 15, 2020

Patricia Kelty-Auger
Securus Technologies, Inc.
14651 Dallas Parkway 6th Floor
Dallas, TX 75154

Dear Mrs. Kelty-Auger:

The Middlesex Sheriff's Office would like to exercise the right to utilize the Executive Office for Public Safety standard contract for Coinless Inmate and Public Telephone System with Securus Technologies which expires on March 30, 2028. The terms of the agreement below shall be effective as of July 15, 2020.

We would like the new agreement to include the following terms as well as include the technology listed below to be added to existing technology the MSO currently utilizes:

1. .18 call rate for all calls.
2. Securus shall pay the MSO a 43% commission of all gross revenues generated from inmate non-coin operated phone calls at the Middlesex Jail and House of Correction.
3. Securus shall pay the MSO an annual \$60,000 (sixty-thousand) grant technology fee.
4. Guarded Exchange technology added at no cost.
5. Video visitation equipment and technology added at no cost.
6. In the event the FCC (or any other agency) mandates additional changes to rates, administrative fees and or commissions, Securus and the Middlesex Sheriff's Office will renegotiate the terms of this contract.

The execution of this document by both parties will provide a contract until June 30, 2025.

Michael Blatus
Middlesex Sheriff's Office
Date: 7/15/20

RR
Securus Technologies
Date:



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference, and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions if Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which **MUST** be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchases approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement: Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an individual Contractor, and when the planned Contract performance with an individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "exempts" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract Doc Ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year). *See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated hereto, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an Interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "exempts" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specify Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contract rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, s. 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex: "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex: "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, s.9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CFR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, s.9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not acceptable. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretarial signoff, evidence of Secretarial signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein.

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 196 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including Executive Order 1417; G.L. c. 29, s. 29F; G.L. c. 30, s. 30R; G.L. c. 149, s. 27C; G.L. c. 149, s. 44C; G.L. c. 149, s. 148B and G.L. c. 152, s. 25C.

Applicable Laws. This Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, including Human and Social Services); 816 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human and Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 68A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th. In order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29, s. 26, s. 27 and s. 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, s. 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unrequited and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 816 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 82C; G.L. c. 82D, s. 49A; compliance with all state tax laws, reporting of employees and contractors; withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E; withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11: Now Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules, Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11240; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and dissemination of personal data and information under G.L. c. 93J and s. 66A and Executive Order 604. The Contractor is required to comply with G.L. c. 93J for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, dissemination, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with this Contractor's breach including but not limited to G.L. c. 21A, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 6, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 161 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 9 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 USC Sec. 12101 et seq., the Rehabilitation Act, 29 USC c. 16, s. 784; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 161E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A and 99A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 6, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 161C; G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD Links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMBUYS subscription process at: www.combuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U76, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data for other intangible property, loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth's Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any facility in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NH" and "UG" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 85; and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly elicit, falsify, or accept altered or falsified documents from any such worker.

Executive Order 139. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 992(b)(3)(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 349. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 208A specifically s. 5 (f) and this order, and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 604. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 604 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 21D, s. 3B for violations under M.G.L. c. 66A. **Executive Orders 623, 624 and 628.** Executive Order 626 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 624 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 623 (Establishing the Massachusetts Small Business Purchasing Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era Veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

IRF
7-110

CONTRACT CHECK LIST

AM/AE Trish Auger

Account Name/State Middlesex County Sheriff's Ofc, MA

Site ID# 00676

Contract ID # 1-000671

New Renewal Amendment Auto-Renewal SVV Extension NASPO SOW JPay

Effective Date

Current Commission Rate 43% gross

Verified ARF to Current Comm Report

Net Factor

Signing Bonus

Other Bonus

Tech Grant \$60,000 annual

MAG

Performance Bond

Advanced Commission

Inmate Debit

SCP Debit

PPCC

PPCC Bonus Cards

eMessaging Commission Rate

AIS Voicemail Commission Rate

Tablet Commission Rate

SVC Commission Rate

Call Storage

SVC Storage

Sales Ops Notes: \$0.18 call rate, GEX, SVC

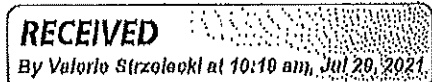
Accounting Notes:

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (OFR), the Executive Office for Administration and Finance (EAF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at OFR Forms: <https://www.mass.gov/comptroller/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/its/contracts>.

CONTRACTOR LEGAL NAME: (and (if) any Success Technologies, LLC		COMMONWEALTH DEPARTMENT NAME: Middlesex Sheriff's Office	
Legal Address: (W-D, W-A): 4000 InVPkwy, Carrollton, TX 76007		MMARS Department Code: SDM	
Contract Manager: Shari Turovsky		Business Mailing Address: 400 Noyes Avenue, 4th Floor, Medford, MA 02153	
Phone:		Billing Address (if different):	
E-Mail:		Contract Manager Mailing Status:	
Contractor Vendor Code: V6		Phone: 781-960-2600	
Vendor Code Address ID (e.g. "AD001"): AD		E-Mail: mhilatus@dm.state.ma.us	
(Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
RFRF Procurement or Other ID Number: 3020		RFRF Procurement or Other ID Number: 3020	
PROCURMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - <u>216 CMR 2.00</u>) (solicitation Notice or RFR, and Responses or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or statute, and exception justification, scope and budget)		CONTRACT AMENDMENT <input checked="" type="checkbox"/> Enter Current Contract End Date Prior to Amendment: <u>June 30, 2026</u> Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input checked="" type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding (Check ONE option): <input type="checkbox"/> Commonwealth Terms and Conditions, <input checked="" type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services, <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option.) The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be reported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <u>216 CMR 8.00</u> . <input checked="" type="checkbox"/> Rate Contract, (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates are being amended. <input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or now total if Contract is being amended): \$ _____			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from Invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <input type="checkbox"/> % PPD; Payment issued within 15 days <input type="checkbox"/> % PPD; Payment issued within 20 days <input type="checkbox"/> % PPD; Payment issued within 30 days <input type="checkbox"/> % PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle, <input type="checkbox"/> statutory/legal or Ready Payments (<u>M.G.L. c. 29, § 23A</u>), <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle, See Prompt Pay Discounts Policy).			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract for Security Inmate Calling system and Related services between the Middlesex Sheriff's Office and Securix with rates and services reflected in the Statement of Work. See updated Scope and Budget Amendment effective August 1, 2021.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <ul style="list-style-type: none"> <input type="checkbox"/> 1. may be incurred as of the Effective Date (last signature date below) and no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 2. may be incurred as of <u>August 1, 2021</u>, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of <u>20</u>, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations. 			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2026</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive the termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to show any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
OTHER OBLIGATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedences, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language struck by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.02</u> , incorporated herein, provided that any amended RFR or Response terms result in most value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: Xi: <u>[Signature]</u> Date: <u>7/26/21</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Russell Roberts</u> Print Title: <u>Chief Growth Officer</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: Xi: <u>[Signature]</u> Date: <u>7/27/2021</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Michael Bilatus</u> Print Title: <u>Procurement Director</u>	





MIDDLESEX COUNTY (MA)

UPDATED SCOPE AND BUDGET

WHEREAS, Customer and Contractor are parties to the Agreement and desire to amend the terms as stated herein;

NOW, THEREFORE, as of the Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Changes to Agreement Terms. The Agreement is hereby amended as follows:

- Effective as of August 1, 2021, the domestic calling rates are hereby changed to \$0.14 per minute, plus applicable taxes, fees, and surcharges.
- Effective as of August 1, 2021, the \$60,000 annual technology fee will no longer be applicable.
- Effective as of August 1, 2021, the commission percentage associated with telephone services is hereby reduced to 32%.
- Contractor will provide one free ten-minute phone call per incarcerated individual per week, provided that, for any given account, if the free phone call is not used during that week, the end user will not retain such free calls for that account whenever the next distribution of free phone calls occurs. This call will replace the five-minute free call described in the First Amendment.

2. Except as expressly amended herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: Securus Technologies, LLC (with USAs)		COMMONWEALTH DEPARTMENT NAME: Additional Sheriff's Office NMARS Department Code: 8DM	
Legal Address (WA, W-4): 4000 International Parkway, Carrollton TX 75007		Business Mailing Address: 400 Myrtle Avenue, 4th Floor, Mattford MA 02168	
Contract Manager: Stuart Turowsky		Billing Address (if different):	
E-Mail:		Contract Manager: Michael Blatus	Phone: 781.560.2806
Contractor Vendor Code(s): W0		E-Mail: mblatus@edms.state.ma.us	Fax: 781.560.2502
Vendor Code Address ID (e.g. "AD001"): AD		NMARS Doc ID(s):	
(Note: The Address ID must be set up for EFT payments.)		RFP/Procurement or Other ID Number: 5920.2	
NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (Includes all Grants - 815 CBR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or waiver, and exception justification, scope and budget)		X, CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: <u>June 30, 2025</u> Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only, Attach details of amendment changes.) <input checked="" type="checkbox"/> Amendment to Data, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Inform Contract (Attach justification for Inform Contract w/ updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to receipt for Commonwealth owed debts under 815 CBR 9.00. <input checked="" type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended. <input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended): \$ _____			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ___ voluntary/legisl or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy).			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract No., purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Amendment 2 See attached "First Amendment to Commonwealth of Massachusetts Standard Contract Form"			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <ul style="list-style-type: none"> ___ 1. may be incurred as of the Effective Date (last signature date below) and no obligations have been incurred prior to the Effective Date. ___ 2. may be incurred as of ___/___/20___, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <u>November 8, 2020</u>, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations. 			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATION: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language struck by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant forms in the RFR and the Contractor's Response only if made using the process outlined in 801 CBR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>RR</u> Date: <u>09/03/2021</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Russell Roberts</u> Print Title: <u>Chief Growth Officer</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>9/22/2021</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Michael C. Blatus</u> Print Title: <u>Purchasing Director</u>	

MIDDLESEX COUNTY (MA)

FIRST AMENDMENT TO
COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM


This FIRST AMENDMENT ("First Amendment") is effective as of the last date signed by either party ("First Amendment Effective Date") and amends and supplements that certain Commonwealth of Massachusetts - Standard Contract Form by and between Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) ("we," "us," or "Provider") and the Middlesex Sheriff's Office ("you" or "Customer") signed by Customer on July 15, 2020 (the "Agreement");

WHEREAS Customer and Provider are parties to the Agreement and desire to amend the terms as stated herein;

NOW, THEREFORE, as of the first Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Term. This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the Term of the Agreement.
2. Provision of Free Calls. Provider will provide one free five minute call per week to each person incarcerated at Customer's facility, provided that, for any given account, if the free phone calls are not used during that week, the end user will not receive such free calls for that account whenever the next weekly distribution of free phone calls occurs.
3. Modification to Commission. The commission percentage is hereby reduced from 43% to 39.5%.
4. Customer Option to Undo Changes. In the event Customer decides to end the free call program described in Section 2 of this First Amendment, Section 3 of this First Amendment will be of no further force and effect and the commission percentage will return to 43%.
5. Customer Options for Alternative Compensation Structures. Notwithstanding anything to the contrary in the Agreement, at Customer's option, Customer may request that compensation and rates under the Agreement be amended to either a no commission or taxpayer-funded and no commission option at any time during the Term. If requested by Customer, the parties will negotiate in good faith regarding an appropriate reduction to the applicable call rates if Customer agrees to no longer receive any commission or other type of financial compensation under the Agreement. For such compensation structures, Provider can also accommodate a Customer request to transition from inmate and friend and family funding of inmate telephone services to a model where those services are taxpayer-funded / paid for by Customer.
6. Except as expressly amended by this First Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the First Amendment Effective Date.

CUSTOMER: Middlesex Sheriff's Office By: <u>Kashif Siddiqi</u> Name: <u>Kashif Siddiqi</u> Title: <u>Director of Fiscal Operations</u> Date: <u>11/09/2020</u>	PROVIDER: Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) By: <u></u> Name: <u>Russell Roberts</u> Title: <u>Chief Growth Officer</u> Date: <u>11/10/2020</u>
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Please return signed contract to:

4000 International Parkway
Carrollton, Texas 75007
Attention: Contracts Administrator
Phone: (972) 277-0300

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: Securix Technologies, LLC <small>(and alias)</small>		COMMONWEALTH DEPARTMENT NAME: Middlesex Sheriff's Office MMARS Department Code: SDM	
Legal Address (V.O. W.A.): 4000 International Parkway, Carrollton TX 76007		Business Mailing Address: 400 Mystic Avenue, 4th Floor, Medford MA 02155	
Contract Manager: Sheel Turawsky		Billing Address (if different):	
E-Mail:		Contract Manager: Michael Blatus	
Contractor Vendor Code(s):		E-Mail: mblatus@sdm.state.ma.us	
Vendor Code Address ID (e.g. "AD001"): AD... <small>(Note: The Address ID must be set up for EFT payments.)</small>		Phone: 781.660.2880	
MMARS Doc ID(s):		Fax: 781.660.2802	
FR/Procurement or Other ID Number: 3441.3.10.2020			
NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (Includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR; and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		X CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>June 30, 2020</u> . Enter Amendment Amount: \$ _____, (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input checked="" type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Inform Contract (Attach justification for Inform Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions; <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services; <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <u>815 CMR 9.00</u> . <input checked="" type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended. <input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended): \$ _____			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 16 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract No., purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Please see Amendment "Memorandum of Understanding COVID-19 Response Middlesex County (MA)" attached.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ___/___/20___, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <u>March 16, 2020</u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2020</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out of transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, the Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (including any language struck by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>9/14/21</u> <small>(Signature and Date Must Be Handwritten At Time of Signature)</small> Print Name: <u>Russell Roberts</u> Print Title: <u>Chief Growth Officer</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>9/22/2021</u> <small>(Signature and Date Must Be Handwritten At Time of Signature)</small> Print Name: <u>Michael C. Blatus</u> Print Title: <u>Purchasing Director</u>	

**Memorandum of Understanding
COVID-19 Response
MIDDLESEX COUNTY (MA)**

This Memorandum of Understanding ("MOU") is effective as of the last date of signature ("MOU Effective Date") and amends and supplements the current agreement for inmate communications services by and between Securus Technologies, LLC ("we," "us," or "Provider") and Middlesex Sheriff's Office ("you" or "Customer") (the "Agreement").

WHEREAS, Customer and Provider are parties to the Agreement and desire to temporarily amend the terms as stated hereby;

WHEREAS, Customer has requested to make certain temporary changes to certain of Provider's systems in response to disruptions being caused by the spread of the COVID-19 Coronavirus, and Provider agrees to make such changes;

NOW, THEREFORE, as of the MOU Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Term. This MOU is intended as a temporary amendment to the Agreement in response to disruptions being caused by the spread of the COVID-19 Coronavirus.¹ Accordingly, this MOU shall commence on the MOU Effective Date and shall remain in effect until terminated by either party (the "Term"). Either party may terminate this MOU at any time. In the event this MOU is terminated, the parties will coordinate in good faith regarding the process of reversing the changes contemplated by this MOU.
2. Changes to Pricing and Billing. As soon as is practicable, during the Term of this MOU, Provider agrees to make the following changes to its pricing and billing procedures:
 - a. Provider will provide four free phone calls per inmate per week, provided that, for any given account, if the free phone calls are not used during that week, Provider will not issue another free phone call or calls for that account whenever the next distribution of free phone calls occurs.
 - b. For each free phone call provided and used pursuant to this MOU, Customer will assist Provider with bearing the cost by paying Provider \$0.08 per minute of each such call, which will be deducted from compensation otherwise owed from Provider to Customer pursuant to the Agreement. In the event the compensation owed to Customer is less than Customer's cost of the free calls provided and used pursuant to this MOU, Customer may be sent an invoice for the remaining amount, which will be due and payable within 30 days after the invoice date.
3. Status Update. On or about 30 days after the implementation of the changes described in this MOU, Provider and Customer will confer in good faith regarding the impact of these changes and to discuss any further suggested changes.
4. MOU Confidentiality. Customer will not issue any press release or other public statement regarding the financial terms contemplated by this MOU unless mutually agreed upon by Provider and Customer, provided, however, this will not prohibit Customer from making any general statements about its coronavirus response plan and benefits to affected inmates.
5. Additional Changes to Pricing and Billing. During the Term of this MOU, the parties agree that additional changes in addition to those described in Section 2 of this MOU may be made by mutual documented consent. Any such changes will terminate upon the termination of this MOU.
6. Replacement of Prior MOU. The terms of this MOU supersede and replace those of the prior MOU relating to COVID-19.
7. Except as expressly amended by this MOU, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

<u>CUSTOMER:</u>	<u>PROVIDER:</u>
Middlesex Sheriff's Office	Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)
By: <u>Bridget Cook</u>	By: <u>[Signature]</u>
Name: <u>Bridget Cook</u>	Name: Russell Roberts
Title: <u>Chief Financial Officer</u>	Title: Chief Growth Officer
Date: <u>3-10-2020</u>	Date: <u>9-14-20 9-14-21</u>

¹ Customer and Provider acknowledge and agree that Customer's visitation policy with respect to in-person visits is solely within Customer's discretion.



The Commonwealth of Massachusetts
 Middlesex Sheriff's Office
 Peter J. Koutoujian
 Sheriff

Phone (781) 960-2800
 Fax (781) 960-2902

400 Mystic Avenue, 4th Floor
 Medford, Massachusetts 02155

July 15, 2020

Statement of
 work

Patricia Kolty-Auger
 Securus Technologies, Inc.
 14651 Dallas Parkway 6th Floor.
 Dallas, TX 75154

Dear Mrs. Kolty-Auger:

The Middlesex Sheriff's Office would like to exercise the right to utilize the Executive Office for Public Safety standard contract for Coinless Inmate and Public Telephone System with Securus Technologies which expires on March 30, 2028. The terms of the agreement below shall be effective as of July 15, 2020.

We would like the new agreement to include the following terms as well as include the technology listed below to be added to existing technology the MSO currently utilizes:

1. .18 call rate for all calls.
2. Securus shall pay the MSO a 43% commission of all gross revenues generated from inmate non-coin operated phone calls at the Middlesex Jail and House of Correction.
3. Securus shall pay the MSO an annual \$60,000 (sixty-thousand) grant technology fee.
4. Guarded Exchange technology added at no cost.
5. Video visitation equipment and technology added at no cost.
6. In the event the FCC (or any other agency) mandates additional changes to rates, administrative fees and or commissions, Securus and the Middlesex Sheriff's Office will renegotiate the terms of this contract.

The execution of this document by both parties will provide a contract until June 30, 2025.

Michael Blatus
 Middlesex Sheriff's Office
 Date: 7/15/20

RR
 Securus Technologies
 Date:



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (EAF), the Office of the Comptroller (OC), and the General and Special Services Division (GSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at <http://www.mass.gov/eofaf/contracts/> under Form.

CONTRACTOR LEGAL NAME: Securus Technologies, LLC (and DBA):		COMMONWEALTH DEPARTMENT NAME: Middlesex Sheriff's Office	
Legal Address (NY, NJ, TX & CA): 4000 Intl Pkwy, Carrollton, TX 76007		MAARS Contract Code: SHM	
Contact Administrator: Tish Aupor		Business Mailing Address: 400 Myrtle Avenue, 4th Floor, Medford MA 02155	
E-Mail:		Business Address (if different):	
Phone:		Contact Manager: Michael Blatus	
Contractor Vendor Code:		E-Mail: mblatus@sdm.state.ma.us	
Vendor Code Address ID (e.g. "A0001"): AD (Note: The Address ID must be set up for NET payments.)		Phone: 781.960.2000 Fax: 781.960.2002	
MAARS How to Bid:		RFPPROUREMENT or Other ID Number: 3470	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input checked="" type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (Includes State or Federal grants 116 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Unilateral Sale or Other: (Attach authorizing language justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: ____, 20__ Enter Amendment Amount: \$____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Unilateral Sale or Other: (Attach authorizing language justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CYR and is incorporated by reference into this Contract. <input type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 8.00. <input checked="" type="checkbox"/> Rate Contract (No Maximum Obligation) (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended). <input type="checkbox"/> Maximum Obligation Contract (Enter Total Maximum Obligation for total duration of this Contract (or New Total if Contract is being amended)).			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through NET 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __ agree to standard 45 day cycle __, state/illegal or Ready Payments (G.L. c. 26, § 23A) __, only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Promul Pay Discounts Policy).			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract W#, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract for Secure Inmate Calling System and related services to/w/ the Middlesex Sheriff's Office and Securus Wireless and services reflected in the Statement of Work (SOW).			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor concur for this Contract, or Contract Amendment, that Contract obligations: <ol style="list-style-type: none"> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. 2. may be incurred as of <u>July 16, 2020</u>, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. 3. were incurred as of a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations. 			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2026</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable COMMONWEALTH TERMS AND CONDITIONS , this Standard Contract Form including the INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 101 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: Xi: <u>[Signature]</u> Date: <u>7/16/20</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>RUSSELL COLEMAN</u> Print Title: <u>Chief Account Officer</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: Xi: <u>[Signature]</u> Date: <u>7/16/2020</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Michael D. Blatus</u> Print Title: <u>Purchasing Director</u>	



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATION

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of those documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's VIA or W-9 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions if Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's VIA or W-9 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099 table in MMARS (or the Legal Address in HR/CMS for Contract Employees).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYVS, the name of the Contract Manager must be included in the Contract on COMMBUYVS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID; (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bid Paving and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the billing address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/acknowledging number for this Contract or Amendment and will be entered into the Bond Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (off side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Regulations, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Government Contract Guidance) for details.

Statewide Contract (OS) or an OSD-designated Department. Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 115 CMR 2.00 and State Grants and Federal Subgrants Policy, Department Master Agreements (MA), if multi-department user Contract, identify multi-department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an individual Contractor, and when the planned Contract performance with an individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative, Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "carveouts" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract Doc IDs, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year). (See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or exercising any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 201 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost-effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an existing and a new procurement, or to contract with an Interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative, legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "carveouts" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and VVNs Policy.

COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbranced prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contract rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, s. 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access requirement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must clarify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c. 4, s. 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFP, or other solicitation document (if applicable). No flow performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and GFR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c. 4, s. 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signatory for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signatory For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not acceptable. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretarial signoff, evidence of Secretarial signoff must be included in the Contract file.

Department Name Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein.

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractor sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or mislead fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a response or termination of this Contract.

Public Records and Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 105 and G.L. c. 11, s. 12 seven (7) years beginning on the first day after the final payment

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



Under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste, misfeasance or abuse may not be denied and Contractor can not claim confidentiality or make special protections solely for viewing but not releasing documents, Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 940 C.M.R. 37.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 14176; G.L. c. 20, s. 29F; G.L. c. 33A, s. 30I; G.L. c. 149, s. 27C; G.L. c. 149, s. 44C; G.L. c. 149, s. 146B and G.L. c. 162, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 899 CMR 1.00 (Compliance, Reporting and Auditing for Human and Social Services); ACPA Standards; confidentiality of Department records under G.L. c. 69A; and the Massachusetts Constitution Article XVII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Payable Policy. Contractors must be able to reconcile and properly allocate concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted to the Department by August 15th for performance made and received goods delivered, services completed prior to June 30th. In order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds, Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for those invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payment Subject To Appropriation. Pursuant to G.L. c. 20, s. 2B, s. 27 and s. 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 20, s. 29C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 78, s. 3 and 815 CMR 0.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with federal tax laws; state tax laws including but not limited to G.L. c. 82C, G.L. c. 82C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 82E, withholding and remitting child support including G.L. c. 148A, s. 12; TIR 05-11: New Independent Contractor Provisions and applicable Title.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural changes in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules, Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11216; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and distribution of personal data and information under G.L. c. 93H and c. 93A and Executive Order 604. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, dissemination, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers compensation and insurance, child labor laws, ACO for labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 815 CMR 2.00 (Minimum Wage); G.L. c. 161A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 6 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal and State Laws and Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12101, et seq., the Rehabilitation Act; 29 USC c. 16 s. 704; 29 USC c. 16 s. 701; 29 USC c. 14, 023; the 42 USC c. 46; (Federal Fair Housing Act); G.L. c. 161B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A and 90A, Massachusetts Constitution Article XXIV and G.L. c. 93, s. 103; 47 USC c. 6, s. 6, Part II, s. 225 (Telecommunication Act); Chapter 149, Section 103D, G.L. c. 1610, G.L. c. 272, Section 32A, Section 80 and Section 80A, and G.L. c. 111, Section 109A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also FCRA and FICRA Acts and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 623, if qualified through the SBPP COMMBUYS subscription process at www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Standard Specifications and the IT Accessibility Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the 001, 002, 003, 004, 005, 006, 007, 008, 009, 010, 016, 018 object codes in the Expenditure Classification Handbook of other Contracts as approved by OTR or OSD. Pursuant to Section 11, Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data for other intangible property, loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. Those terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Classification may not be modified.

Non-Harm and Nondiscrimination. Pursuant to G.L. c. 7, s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political beliefs; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any capacity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "H" and "N" and "J" object codes subject to G.L. Chapter 29, s. 20A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 6G, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 401, Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly pier, falsify, or accept altered or falsified documents from any such worker.

Executive Order 130, Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereinafter defined, participates in or cooperates with an international boycott (See 19C § 999(1)(3), (4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 461E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 349, Hiring of State Employees by State Contractors. Contractor certifies compliance with both the conflict of interest law G.L. c. 201A specifically s. 6 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring of any third during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444, Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family (related to immediate family by marriage) who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 604, Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 93A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (hereinafter collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 604 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract; and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 21 for violations under M.G.L. c. 93A.

Executive Orders 623, 624 and 626, Executive Order 626 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 624 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 590), Executive Order 623 (Establishing the Massachusetts Small Business Purchasing Program). All programs, activities, and services provided, performed, received, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor certifies to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.


CONTRACT AMENDMENT 1
BETWEEN THE
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
AND
SECURUS TECHNOLOGIES

This First Amendment to Contract ("First Amendment") is effective as of the last date signed by either party ("First Amendment Effective Date") and amends and supplements that certain Contract for Secure Inmate Calling System and Related Services per the specifications and requirements of COMMBUYS Bid Number RFR-BD-18-1044-EPS17-EPS1-19423 by and between Securus Technologies, Inc. ("Vendor") and the Massachusetts Executive Office of Public Safety on behalf of the Massachusetts Department of Correction ("Department") dated March 1, 2018 (the "Contract").

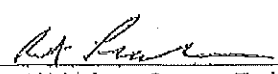
WHEREAS the Department and Vendor are parties to the Contract and desire to amend the terms as stated herein;

NOW, THEREFORE, as of the First Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Term. This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the Term of the Contract. Further, the Department hereby exercises all renewal options under the Contract and the Contract's new end date will be March 2, 2028.
2. Commission Change. Effective January 2, 2019, Vendor will no longer pay the Department a percentage-based commission. Rather, Vendor will pay the Department a fixed annual commission of \$2,500,000 in twelve equal monthly installments (the "Annual Commission Amount"), which will be pro-rated for the contract year ending March 2, 2019.
3. Guarded Exchange Call Monitoring Services. Effective January 1, 2019, Vendor will provide the Department with its Guarded Exchange Call Monitoring Services, which will monitor up to 4% of non-privileged calls originating from the Department's facilities (including specific calls that match criteria provided by the Department) and includes written summaries of (1) suspicious key words or phrases; (2) phrases that suggest threats to security of the Department's facilities or facility personnel; or (3) criminal activity in and outside of the Department's facilities. Vendor will provide its Guarded Exchange Call Monitoring Services at no cost to the Department.
4. National Cellular Forensic Services. Effective January 1, 2019, Vendor will provide the Department with its National Cellular Forensic Services, which include a comprehensive and analytical breakdown of cellular information through the use of a centralized team of technicians. Vendor will provide its National Cellular Forensic Services at no cost to the Department.
5. Wireless Containment Solution. Vendor will purchase, install, and provide for the Department's use a Wireless Containment Solution ("WCS") at the Souza-Baranowski Correctional Center (or an equivalent facility upon mutual agreement of the Department and Vendor). Vendor will retain ownership of the WCS at all times, including following the end of the Term, but during the Term, the Department will be permitted full use of the WCS. Vendor will provide the WCS at no cost to the Department.
6. Drone Detection System. Vendor will purchase, install, and provide for the Department's use a Drone Detection System ("DDS") at MCI-Cedar Junction and MCI-Norfolk (or equivalent facilities upon mutual agreement of the Department and Vendor). Vendor will retain ownership of the DDS at all times, including following the end of the Term, but during the Term, the Department will be permitted full use of the DDS. Vendor will provide the DDS at no cost to the Department.
7. Mobile Cellular Assessment Services. Effective March 2, 2019, Vendor will provide the Department with six mobile cellular assessments per year at facilities of the Department's choosing. These mobile cellular assessments are designed to identify details related to contraband cellular phone activity. Vendor will provide the mobile cellular assessments at no cost to the Department.
8. Except as expressly amended by this First Amendment, all of the terms, conditions and provisions of the Contract shall remain in full force and effect.


Matthew Moran, Undersecretary Forensic
Science and Technology

12/31/18
Date


Robert E. Pickens, Securus Technologies

12-31-18
Date

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (EAF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osc under OSD Forms.

CONTRACTOR LEGAL NAME: Socrus Technologies (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: EXECUTIVE OFFICE OF PUBLIC SAFETY MMARS Department Code: EPS	
Legal Address: (W-9, W-4, T&C): 4000 International Parkway Carrollton, TX 76007		Business Mailing Address: 1 ASHBURTON PLACE, RM 2133, BOSTON, MA 02108	
Contract Manager: Robert E. Pickens		Billing Address (if different):	
E-Mail:		Contract Manager: NILSA MORALES	
Phone:		E-Mail: Nilsa.morales2@state.ma.us	
Contractor Vendor Code: VG7000090400		Phone: 617-274-6560 Fax: 617-727-6704	
Vendor Code Address ID (e.g. "AD001"): AD_002 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): GT EPS 2016SECURUSEPS110423	
		RFR/Procurement or Other ID Number: RFR-BD-18-1044-EPS17-EPS1-10423	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only, Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions _____ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 6.00. <input checked="" type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended): _____			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days _____ % PPD; Payment issued within 15 days _____ % PPD; Payment issued within 20 days _____ % PPD; Payment issued within 30 days _____ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle _____ statutory/legal or Ready Payments (<u>G.L. c. 29, § 23A</u>); _____ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u>).			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract for Secure Inmate Calling System and Related Services per the specifications and requirements of COMMBUYS Bid Number RFR-BD-18-1044-EPS17-EPS1-10423, including Exhibit A attached hereto and made a part hereof.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and no obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>March 2, 2023</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) and the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated hereto, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>2-29-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>ROBERT E. PICKENS</u> Print Title: <u>PRESIDENT</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>3/1/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>BRIAN DOMONETSKY</u> Print Title: <u>CHIEF FINANCIAL OFFICER</u>	



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions if Contractor also has a "doing business as" (*d/b/a*) name, BOTH the legal name and the *d/b/a* name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HRVOMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "A0001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFP/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Regulations, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 415 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If Multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an individual Contractor, and when the planned Contract performance with an individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being compulsively procured, or identify any other procurement exception not already listed. Legislative " earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc Ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) See Amendments, Suspensions, and Termination Policy.

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 401 CMR 21.07, incorporated herein, provided that any amended RFR or Response forms result in best value, lower costs, or a more cost-effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an existing and a new procurement, or to contract with an Interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being compulsively procured, or identify any other procurement exception not already listed. Legislative " earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST), See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specify Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 20, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contract rates may not be negotiated to replace a PPD. If PPD holds are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 20, s. 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clearly important information related to the Contract such as the Fiscal Year(s) of performance (ex. 'FY2012' or 'FY2012-14'). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter 'Multi-Department Use' if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating 'see attached' or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. 'FY2012' or 'FY2012-14') in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed into, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c. 8A, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits (under state finance law, and GTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c. 8A, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatories.

Authorizing Signatory for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under 'Anticipated Contract Start Date'. Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signatory For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under 'Anticipated Start Date'. Rubber stamps, typed or other images are not acceptable. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference hereto:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all 'deliverables' purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 105 and G.L. c. 11, s. 12 seven (7) years beginning on the first day after the final payment

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 95A G.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 1417; G.L. c. 29, s. 29F; G.L. c. 30, s. 30F; G.L. c. 149, s. 27C; G.L. c. 149, s. 44C; G.L. c. 149, s. 44B and G.L. c. 152, s. 26G.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficially) 801 CMR 21.00 (Procurement of Commodity and Service Procurements, including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human and Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th. In order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds, Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for those invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29, s. 26, s. 27 and s. 29, Departments are required to expend funds only for the purposes set forth by the legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, s. 8C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undispensed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 81A CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 82C; G.L. c. 82C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 82E; withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11: New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to comply with the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules, Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1362; other federal requirements; Executive Order 11248; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 68A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance; child labor laws; AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 161 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151H (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 5 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 USC Sec. 12,101, et seq., the Rehabilitation Act; 29 USC c. 10, s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 823; the 42 USC c. 46; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 22A; G.L. c. 272, s. 9B and 90A, Massachusetts Constitution Article CXIV and G.L. c. 83, s. 103; 47 USC c. 5, sec. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 106B; G.L. c. 161C; G.L. c. 272, Section 92A; Section 9B and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MOAD and MOAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 623, if qualified through the SBPP COMMBUYYS subscription process at www.commbuyys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U76, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "OO" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFP Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, Divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly omit, falsify, or accept altered or falsified documents from any such worker.

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 990(b)(3), (4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

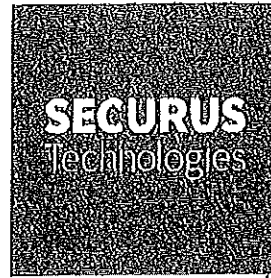
Executive Order 346. Hiring of State Employees by State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 208A specifically s. 6 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 404. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 21A, § 3B for violations under M.G.L. c. 66A. **Executive Orders 623, 624 and 626, Executive Order 528 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 470), Executive Order 624 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 623 (Establishing the Massachusetts Small Business Purchasing Program).** All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or woman-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSU, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

Dennis J. Reinhold
Senior Vice President and General Counsel



March 1, 2018

Via Email

Nilsa Morales
Director of Fiscal Affairs
Massachusetts Executive Office of Public Safety and Security
1 Ashburton Place – Room 2133
Boston, Massachusetts 02108

Re: Securus Technologies

Dear Ms. Morales:

Based upon the requirements of the RFP and the call data provided, we expect the monthly commissions to the DOC, at the commission rate of 76.2%, to be approximately \$324,958 per month.

9.1.1 The Contractor shall comply with the inmate calling rates set forth below for all local, intra-LATA and inter-LATA calling within the continental United States for the duration of the contract.

The inmate calling rates are as follows:

Cost for Calls within Massachusetts

Call Type

- Collect: \$.10 Per Minute
- Pre-Paid Collect: \$.10 Per Minute
- Pre-Paid Debit: \$.10 Per Minute

Cost for Calls Outside of Massachusetts

Call Type

- Collect: \$.14 Per Minute
- Pre-Paid Collect: \$.11 Per Minute
- Pre-Paid Debit \$.1075

Let me know if you have any questions.

Best Regards,

A handwritten signature in black ink, appearing to read "D.J. Reinhold".

Dennis J. Reinhold
V.P., General Counsel and Secretary

Exhibit A
Delaware Secretary of State Name Change Amendment

Exhibit A to Massachusetts Standard Contract Form

This Exhibit A is attached to and forms a part of the Agreement ("Contract" or "Agreement") by and between the Commonwealth of Massachusetts Executive Office of Public Safety and Security ("you" or "Customer") and Securus Technologies, Inc. ("Securus," "we," "us," or "Provider") (collectively "Parties"). The Contract is comprised of the following documents:

1. The Commonwealth of Massachusetts Terms and Conditions ("Commonwealth Terms and Conditions");
2. The Commonwealth Standard Contract Form ("Standard Contract Form") to which this Exhibit A is attached;
3. The Request for Response Identified as Request for Response for Secure Inmate Calling System and Related Services (ICS) COMMBUYS Bid Number: RFR - BD-18-1044-EPS17-EPS1-19423 ("RFR"); and
4. Securus' responses to the RFR.

The order of priority of documents and the order of precedence in interpreting the Contract (collectively, "Order of Precedence") shall be as follows:

1. The Commonwealth Terms and Conditions;
2. The Standard Contract Form, to which this Exhibit A is attached;
3. The RFR requirements as stated in the RFR; and
4. Securus' responses to the RFR.

The parties agree as follows:

1. Applications. This SOW specifies terms and conditions under which we will provide certain inmate-related services and applications (the "Application(s)") to you.
2. Use of Applications. You grant us the right and license to install, maintain, and derive revenue from the Applications through our Inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the Inmate confinement facility or facilities identified in the Schedule (the "Facility" or "Facilities"). You are responsible for the manner in which you and your respective users use the Applications.
3. Software License. We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement (the "Updates").
4. Ownership and Use. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.
5. Confidentiality and Non-Disclosure. The System, Applications, and related call records and information (the "Confidential Information") will at all times remain confidential to Provider. Customer understands and acknowledges that Provider, as a common carrier, is required by Section 222 of the Communications Act of 1934, as amended, 47 U.S.C. Section 222, to maintain the confidentiality of "Customer Proprietary Network Information," or "CPNI", which protects from disclosure consumers' sensitive personal information (including phone numbers called by a consumer; the frequency, duration, and timing of such calls; and any services purchased by the consumer). Customer understands and acknowledges that such Confidential Information may be exempt from public disclosure and you agree that, except as required by the Massachusetts Public Records Law, you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you will only access the Software with computer systems that have effective firewall and anti-virus protection.

O.J. Reschke
SVP/General Counsel

6. Customer acknowledges that the information available through the below described Applications (THREADS™, IBS, Investigator Pro, ICER, Guarded Exchange, VRS, and VINES) includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer will (a) restrict access to such Applications to those law enforcement personnel who have a need to know as part of their official duties; and (b) ensure that its employees (i) obtain and/or use information from each such Application only for lawful purposes. Furthermore, Customer understands and acknowledges that all information used and obtained in connection with each such Application is "AS IS." Customer further understands and acknowledges that such Applications uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer will not rely on Provider for the accuracy or completeness of information obtained through such Applications.

CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to do the following: (a) monitor and record inmate calls, (b) prevent monitoring and recording of private calls (i.e., attorney client calls, clergy calls, or other calls as approved and implemented by you); private number settings allow you to mark these calls not to be monitored or recorded, and you are solely responsible for identifying, approving and disabling requests for private treatment; (c) automatically limit the duration of each call to a certain period designated by us, (d) maintain call detail records in accordance with our standard practices, (e) automatically shut the System on or off, and (f) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the RFR.

SCP also includes the ability to integrate inmate Debit accounts. A Debit account is a prepaid, inmate-owned account used to pay for inmate telephone calls. A Debit account is funded by transfer of inmate's facility trust/commissary account funds to inmate's Debit account. Provider will also allow inmate friends and family members to fund an inmate's Debit account via multiple points-of-sale. Funds deposited by friends and family members into an inmate's Debit account become property of the inmate. Provider establishes inmate Debit accounts which are associated with the inmate's Personal Identification Number ("PIN"). Provider requires inmate to key in his/her PIN at the beginning of every Debit call to complete the call and pay for the call using the inmate's Debit account. If implemented, Customer agrees to have the Debit module of Provider's SCP Call Management System enabled for the Facilities to offer Debit account to inmates. If implemented, Customer also agrees to use Provider's SCP User Interface or utilize integration with Customer's trust account system to process inmate's fund transfer requests. Notwithstanding, Provider will not be responsible for any delays due to (i) Customer's failure to perform any of its obligations for the project; (ii) any of Customer's vendors' failure to perform any of its obligations for the project; or (iii) circumstances outside of Provider's control.

INVOICING AND COMPENSATION:

Collect and Inmate Debit Calls. We will pay you commission (the "Commission") based on the Gross Revenues that we earn through the completion of collect and inmate Debit calls placed from the Facilities as specified in the RFP and Response, RFR Offer #1. Call rates as specified in RFR Section 9.1.1 and Monthly Commission Percentage 76.20 shall apply (inclusive of the equipment referenced in RFR section 5.2.1.).

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications as set forth in Section 5.2 in Securus' RFR, which we may amend from time to time ("Compatible Equipment"). Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and will not transmit, retransmit, or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply with as directed herein.

THREADS™

DESCRIPTION:

The THREADS™ application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import. In addition, THREADS™ offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. Customer's use of THREADS™ is governed by and conditioned upon the terms set forth herein.

COMPENSATION:

The cost of THREADS™ was considered and included in offering the Commission percentage and other terms contained herein.

COMMUNITY FEATURE:

Customer has elected to opt in to the community feature, and Customer reserves the right to determine which communities shall have access to Customer's data. The community feature allows authorized users access to analyze communications data generated from other corrections facilities within the community, as well as any data imported or added by other authorized community members. Customer acknowledges and understands that data from its facility or facilities will be made available to the community for analysis and review.

LOCATION BASED SERVICES

DESCRIPTION:

Securus' Location Based Services ("LBS") provides Customer with a mobile device user's approximate geographical location ("Mobile Location Data" or "MLD") by way of (i) information derived from calls placed on a Securus device by an inmate confined at a Customer Facility and received by such mobile device user, or (ii) mobile device user information (such as mobile device number) provided to Securus by Customer. When a mobile device user's prior approval is required by law for MLD to be provided to Customer, such approval will be obtained by Provider in accordance with wireless carrier-approved disclosure and opt-in processes. LBS will capture approximate latitude and longitude coordinates of a mobile device user at the times at which the called party accepts the call, and when the call ends. LBS will display geographical information on a map and will combine covert alert functionality with approximate geographical coordinates when calls are accepted by the called party or end, and operate on demand in (near) real time. Customer's use of LBS is governed by and conditioned upon the terms set forth herein.

COMPENSATION:

The cost of LBS was considered and included in offering the Commission percentage and other terms contained herein.

1.

INVESTIGATOR PRO™

DESCRIPTION:

Investigator Pro™ is a telephone safety, security, and investigative feature of SCP. Investigator Pro™ uses continuous voice identification technology to determine what inmate(s) are speaking on the call, detect certain three-way call violations, and help investigators find correlations between calls that might otherwise go undetected. Inmates must participate in a supervised voice print enrollment process. This inmate voice print enrollment process will be the responsibility of Customer.

COMPENSATION:

The cost of Investigator Pro™ was considered and included in offering the Commission percentage and other terms contained herein.

GUARDED EXCHANGE™

DESCRIPTION:

Provider, through its subsidiary Guarded Exchange™, shall provide an Offender Call Monitoring System ("GEX System") which includes call monitoring services of inmate calls originating from the Facility(s) that is designed to identify:

1. Suspicious or suggestive key words or phrases;
2. Phrases that suggest threats to security of the Facility(s) and Facility personnel; and
3. Criminal activity in and outside of the Facility(s);

ICER™

DESCRIPTION:

The ICER™ system provides authorized users the means to detect intra- and inter-facility inmate-to-inmate communications from multiple sources to generate targeted investigative leads.

AUTOMATED INFORMATION SERVICES

DESCRIPTION:

Provider will provide the Automated Information Services (AIS™) as described herein upon the request of Customer, on such terms and conditions as mutually agreed to by the parties. Once Facility staff has uploaded all required information, the system is able to automate information such as Commissary Balances (pending MIS system data flow); Charge Information; Court Appearance Dates, Times, Locations; Bond Amounts, Types; Projected Release Dates; and Visitation Eligibility, Times. The application is accessed through a telephone IVR system and provides all information automatically without staff intervention 24/7.

D.T. Rowell
SVP/General Counsel

Automated Information Services is configurable to meet the specific needs of Customer's Facility. The standard AIS options include automation of Inmate and Facility information to (1) constituents who call Customer's existing main telephone number; and (2) Inmates at Customer's Facility using the Inmate telephone system. The following additional options are currently available for AIS:

- ✓ Ability to open or fund a Securus pre-paid telephone account (AdvanceConnect)
- ✓ Ability to fund an Inmate phone account (Inmate Debt) where available)
- ✓ Ability to supplement Inmate deposit services by funding an Inmate trust account
- ✓ Ability to leave a voice mail (AIS™ Jail Voicemail)

The AIS™ Jail Voicemail feature is a one-way communication product that allows friends and family members calling a facility to leave a 45-second voicemail for an Inmate providing a quick way for friends and family to initiate communication or deliver timely information to an Inmate prior to a scheduled phone call or visitation.

Customer understands and agrees that Provider may, upon future release, expand the AIS™ services offering to include additional constituent notification services or Additional AIS™ Options upon 30 days advance written notice. Customer represents and warrants that it is legally authorized to allow Provider to deploy the Automated Information Services (AIS™) as agreed and described herein.

COMPENSATION:

The cost of AIS™ was considered and included in offering the Commission percentage and other terms contained herein.

VIDEO RELAY SERVICE

DESCRIPTION:

Securus' Video Relay Service application ("VRS") provides a fully integrated video relay service offering into the Secure Call Platform (SCP) allowing critical call controls to be maintained. This service allows deaf and hard-of-hearing Inmates the ability to communicate with friends and family via a videoconferencing service.

COMPENSATION:

The cost of VRS was considered and included in offering the Commission percentage and other terms contained herein.

VRS TERMS OF USE:

1. Customer understands and agrees that it is solely responsible for the following:
 - a. Determining which Inmates are eligible to use VRS.
 - b. Providing Inmates access to the VRS application.
 - c. Configuring SCP to allow eligible Inmates access to the VRS application on ConnectUS-enabled terminals.
 - d. Designating which VRS numbers for which calls are not to be recorded, by marking those numbers as "private" within SCP.

7. Securus shall furnish at its expense complete fiber backbone to include twelve (12) strands of single mode fiber.

D. J. Reinhold
SVP/General Counsel


CONTRACT AMENDMENT 1
BETWEEN THE
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
AND
SECURUS TECHNOLOGIES

This First Amendment to Contract ("First Amendment") is effective as of the last date signed by either party ("First Amendment Effective Date") and amends and supplements that certain Contract for Secure Inmate Calling System and Related Services per the specifications and requirements of COMMBUYS Bid Number RFR-BD-18-1044-EPS17-EPS1-19423 by and between Securus Technologies, Inc. ("Vendor") and the Massachusetts Executive Office of Public Safety on behalf of the Massachusetts Department of Correction ("Department") dated March 1, 2018 (the "Contract").

WHEREAS the Department and Vendor are parties to the Contract and desire to amend the terms as stated herein;

NOW, THEREFORE, as of the First Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Term. This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the Term of the Contract. Further, the Department hereby exercises all renewal options under the Contract and the Contract's new end date will be March 2, 2028.
2. Commission Change. Effective January 2, 2019, Vendor will no longer pay the Department a percentage-based commission. Rather, Vendor will pay the Department a fixed annual commission of \$2,500,000 in twelve equal monthly installments (the "Annual Commission Amount"), which will be pro-rated for the contract year ending March 2, 2019.
3. Guarded Exchange Call Monitoring Services. Effective January 1, 2019, Vendor will provide the Department with its Guarded Exchange Call Monitoring Services, which will monitor up to 4% of non-privileged calls originating from the Department's facilities (including specific calls that match criteria provided by the Department) and includes written summaries of (1) suspicious key words or phrases; (2) phrases that suggest threats to security of the Department's facilities or facility personnel; or (3) criminal activity in and outside of the Department's facilities. Vendor will provide its Guarded Exchange Call Monitoring Services at no cost to the Department.
4. National Cellular Forensic Services. Effective January 1, 2019, Vendor will provide the Department with its National Cellular Forensic Services, which include a comprehensive and analytical breakdown of cellular information through the use of a centralized team of technicians. Vendor will provide its National Cellular Forensic Services at no cost to the Department.
5. Wireless Containment Solution. Vendor will purchase, install, and provide for the Department's use a Wireless Containment Solution ("WCS") at the Souza-Baranowski Correctional Center (or an equivalent facility upon mutual agreement of the Department and Vendor). Vendor will retain ownership of the WCS at all times, including following the end of the Term, but during the Term, the Department will be permitted full use of the WCS. Vendor will provide the WCS at no cost to the Department.
6. Drone Detection System. Vendor will purchase, install, and provide for the Department's use a Drone Detection System ("DDS") at MCI-Cedar Junction and MCI-Norfolk (or equivalent facilities upon mutual agreement of the Department and Vendor). Vendor will retain ownership of the DDS at all times, including following the end of the Term, but during the Term, the Department will be permitted full use of the DDS. Vendor will provide the DDS at no cost to the Department.
7. Mobile Cellular Assessment Services. Effective March 2, 2019, Vendor will provide the Department with six mobile cellular assessments per year at facilities of the Department's choosing. These mobile cellular assessments are designed to identify details related to contraband cellular phone activity. Vendor will provide the mobile cellular assessments at no cost to the Department.
8. Except as expressly amended by this First Amendment, all of the terms, conditions and provisions of the Contract shall remain in full force and effect.

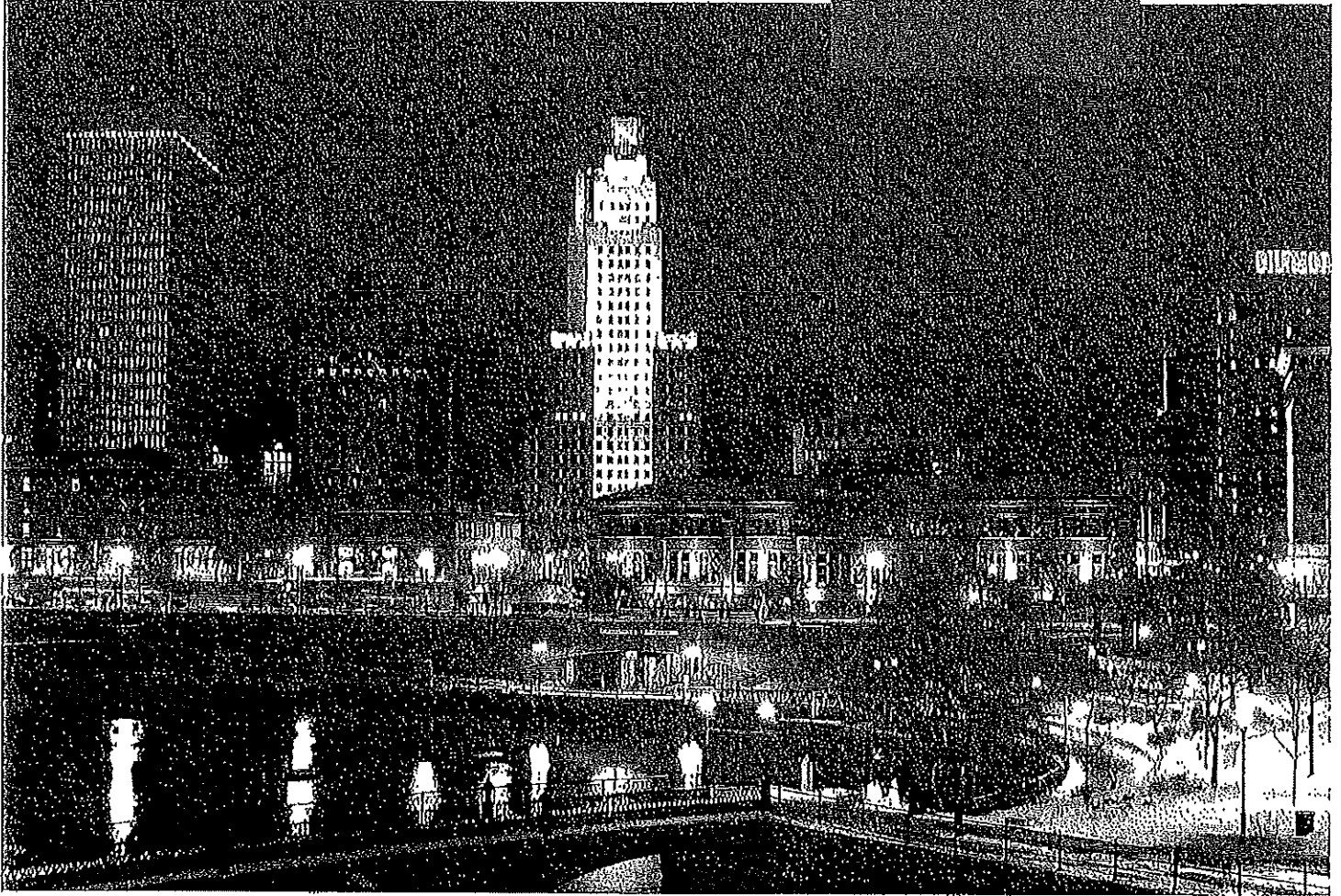

Matthew Moran, Undersecretary Forensic
Science and Technology

12/31/18
Date


Robert B. Pickens, Securus Technologies

12-31-18
Date

SECURUS
Technologies



**RFR FOR A SECURE INMATE CALLING
SYSTEM AND RELATED SERVICES**

COMMBUYS BID NUMBER: RFR-BD-18-1044-EPS17-EPS1-19423

Cost Tables



We exist to
SERVE and
CONNECT
to make our
world safe.

An RFP Solution Prepared for:
The Commonwealth of Massachusetts
RFR for Secure Inmate Calling System
COMMBUYS Bid Number: RFR - BD-
18-1044-EPS17-EPS1-19423
November 28, 2017 by 5:00 p.m. EST

Presented to:
Gerard McMahon
Massachusetts Executive Office of
Public Safety and Security
Project Manager
Program Management Office
c/o State 911 Department
151 Campanelli Drive, Suite A
Middleborough, MA 02346

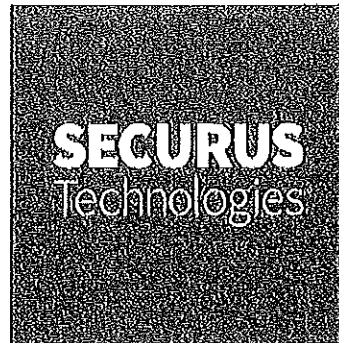
Presented by:
Robert E. Pickens
President
Securus Technologies, Inc.
4000 International Parkway
Carrollton, Texas
75007

TABLE OF CONTENTS

COVER LETTER	2
COST TABLES	5
COST TABLES FORM	8
SECURUS OFFER #1 COST TABLES	9
SECURUS OFFER #2 COST TABLES	9
SECURUS OFFER #3 COST TABLES	9
INTERNATIONAL RATES	9

COVER LETTER

November 27, 2017



Gerard McMahon
Massachusetts Executive Office of Public Safety and Security
Project Manager, Program Management Office
c/o State 911 Department
151 Campanelli Drive, Suite A
Middleborough, MA 02346

Dear Mr. McMahon:

Securus Technologies, Inc. (hereinafter referred to as "Securus"), appreciates the opportunity to submit our cost proposal to RFR - BD-18-1044-EPS17-EPS1-19423 related to Inmate Calling System and Related Services for the Commonwealth of Massachusetts Department of Correction ("MADOC").

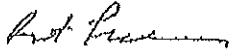
With the details of this proposal, Securus is providing the most valuable selection of low calling rates and commissions, combined with the best-in-class service, video visitation and technology solutions, especially those focused on investigative capabilities. Our proposed solution far exceeds the current technology solutions provided to MADOC by adding new security and investigative resources and capabilities, as well as the best voice biometrics system to positively identify inmates on phone calls. We have added other capabilities to assist with call monitoring and investigative staff. And, we will meet the Supplier Diversity Program (SDP) goals as set forth in the RFR. And, we will provide a robust, Massachusetts-based service and support team for your facilities so that we can improve your service levels and ensure that you have certified, qualified technicians available as we transition to new technologies in your facilities.

By selecting Securus for your inmate communications and investigative services requirements, you will be blazing a new trail of technology advancement and innovation for MADOC. You will be able to easily deploy new technologies that have been developed since your last award, but have been denied to you by the limitations of your incumbent vendor. You will enable the deployment of industry leading security and investigative capabilities to enhance the productivity and efficiency of MADOC administrators and investigators.

We sincerely thank you for this opportunity to offer our response and look forward to participating in the next steps of the procurement process. The response submitted herein will remain in effect until there is a contract award and a contract has been finalized.

Please note that I am authorized to legally bind the company.

Sincerely,



Robert E. Pickens
President
Securus Technologies, Inc.
4000 International Parkway
Carrollton, Texas 75007

COST TABLES

Securus is proposing the following to the Commonwealth of Massachusetts:

- Transition and Implementation of the Secure Call Platform (SCP) with the following:
 - RFR-directed telephones at multiple DOC locations, including Inmate, TDD/TTY and the exclusive Securus sPhones to facilitate video visitation and video relay services
 - Life-of-contract online Inmate telephone call recording storage with full off-site backup
 - Real-time, "Anywhere access" to SCP's web-based administrative and investigative tools with secure user authentication
 - **Securus' JLG Investigator Pro Continuous Voice Identification Biometric** – Industry leading *continuous voice identification* biometric system – proven to not only detect multiple offender voices on a call, but also to identify the offender voices, regardless of the offender PIN in use – now with the *added benefit* of tagging and identifying called party voices in Inmate recordings, as well
 - **Securus Video Visitation (SVV) with the ConnectUs platform** – the industry's most powerful, flexible and effective application to facilitate Inmate-family visual communication, increase information-delivery channels from MADOC to the Inmate population and provide Inmate self-service applications
 - **Securus' Video Relay Service (VRS)** – an industry-leading system to aid in the effective communication between hearing-challenged Inmates and their friends and families using American Sign Language via secure video connections
 - **Securus' exclusive THREADS data analytics investigative platform** – a data warehousing and analysis tool to generate focused, more productive leads
 - Automated Interface to the necessary systems as mutually determined with MADOC
 - **ICER offender inter communications evaluation and reporting** – Uncovers when offenders are communicating with one another through offender calls
 - **Automated Information Services (AIS)** – the industry's first and only hosted, interactive voice response (IVR) system that automatically provides general facility information and offender-specific information to detainees and outside callers over the phone.

Securus Commission Offers:

As specified in RFR section 9.2.13 and the response to Question #71, Securus is providing multiple calling rate and commission offers to provide the best value to the Commonwealth. In an effort to do this in the most efficient manner possible, the information below clearly delineates the three Cost Table options with regards to calling rates and commissions. All three options provide the DOC with the same technology and capabilities as detailed above. Additionally, Securus is providing individual cost tables on the following pages that correspond to each of these offers.

Securus RFR Offer #1: Call rates as specified in the RFR Section 9.1.1

Monthly
Commission Percentage

7	6	.	2	0
---	---	---	---	---

Securus RFR Offer #2: Call rates - \$0.057 per minute for all domestic calls

Monthly
Commission Percentage

5	5	.	0	0
---	---	---	---	---

**Securus RFR Offer #3: Call rates - \$0.08 per minute for all domestic calls
(Estimated \$2.4Mill in annual commissions)**

Monthly
Commission Percentage

6	8	.	0	0
---	---	---	---	---

International calls for all offers will be connected at \$0.40 per minute

COST TABLES FORM

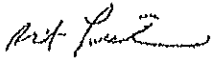
The Bidder shall complete all of the following Cost Tables. The Inmate Calling System and Related Services shall be provided to the Massachusetts Department of Correction (DOC) at no cost to the DOC. Costs in these Cost Tables will be the Commission Percentage paid to the Commonwealth for all inmate calls made through the system. The Bidder may not propose any additional financial compensation to the DOC other than the commission percentage outlined in the Cost Tables.

The Bidder shall include the Inmate Calling System and Related Services according to the RFR specifications for all goods and services. Any and all costs shall be entered in U.S. currency.

These cost tables shall be provided in your response.

The following shall be completed by the individual identified in the Contractor Authorized Signatory Listing.

I am authorized by the Bidder to provide these costs and commission fee schedule in response to this RFR.

Bidder Name:	Securus Technologies, Inc.
Signature:	
Name:	Robert E. Pickens
Title:	President
Date:	11/27/2012

SECURUS OFFER #1
COST TABLES

Cost Table 1.0 Call Commission Fee Schedule

The following stated percentage is the figure used to calculate the monthly Commission paid to the DOC for all accepted telephone calls placed through the Inmate Calling System. This percentage will be based on monthly Gross Revenue attributed to the Inmate Calling System for *all call traffic (collect, debit, pre-paid, and pre-paid collect)*.

The Bidder shall provide a commission rate that includes a figure to the 1/100 position (as in the example below) to ensure that no ties will be possible from proposing Bidders.

Example:

1	2	.	3	4
---	---	---	---	---

The Bidder shall not leave any space in the following form blank. Insert an appropriate number into each space provide even if the number is a zero (0).

Bidder Name:	Securus Technologies
Date:	November 27, 2017

Monthly Commission Percentage	7	6	.	2	0
--	---	---	---	---	---

Commission Impact

The Commonwealth has requested an indication of the impact to commissions for the inclusion of several non-inmate-telephone capabilities. The following denotes any relevant commission impact:

- Inclusion of the equipment as stipulated in RFR specification 5.2.1 has a commission impact of 2.6% in year-one only
- In response to the Commonwealth's answer to Question #70, the inclusion of more than one Video Visitation unit per facility does not impact the proposed commission to the Department, as the Securus Video Visitation system is self-sustaining

Note: Securus RFR Offer #1 includes call rates as specified in the RFR Section 9.1.1

(Remainder of page left intentionally blank.)

• **Cost Table 2.0 Video Visitation**

The following stated percentage is the figure used to calculate the monthly commission paid to the DOC for video visitation services.

The Bidder shall provide a commission rate that includes a figure to the 1/100 position (as in the example below) to ensure that no ties will be possible from proposing Bidders.

Example:

1	2	.	3	4
---	---	---	---	---

The Bidder shall not leave any space in the following form blank. Insert an appropriate number into each space provide even if the number is a zero (0).

Bidder Name:	Securus Technologies, Inc.
Date:	November 27, 2017

Monthly
Commission Percentage:

0	0	.	0	0
---	---	---	---	---

Cost Table 4.0 International Call Per-Minute Schedule

Bidders shall complete Cost Table 4.0 on the following page. Feel free to make copies for this table for inclusion with your response.

The Cost Table on the following page shall be included in the Bidder's Response. This Cost Table provides the per-minute cost for debit based inmate calling to countries/locations outside of the North American Dialing Plan.

The Bidder shall list all countries/locations to which it can provide collect only or direct dial (debit based) calls. In the appropriate column, the Bidder shall enter the per call surcharge, per minute rate (collect calls) and per minute rate (direct dial).

All rates (with the exception of the per call surcharge) shall be quoted on a per minute basis. No per call minimum will be allowed for international calling.

Please do not leave any spaces empty in the Cost Table on the following page. For example, if you provide direct dial service to the United Kingdom but do not provide access to this country in a collect mode, place "Not Available" in the space provide for "Per Call Surcharge" and "Collect Call Rate".

(Remainder of page left intentionally blank.)

Cost Table 4.0 International Call Per-Minute Schedule

Bidders shall complete Cost Table 4.0 and include it in their response. Feel free to make as many copies for this table as required for inclusion with your response.

Country/Location	Per Call Surcharge	Debit Based Per Minute Rate	Collect Call Per Minute Rate	Prepaid Calling Per Minute rate
All Countries	\$0.00	\$0.40	\$0.40	\$0.40

International Destinations

Additionally, all calls to all international destinations are to be billed at a rate of \$0.40 per minute. A chart depicting the available locations is available beginning on page 43 of this Cost Proposal.

(Remainder of page left intentionally blank.)

Cost Table 5.0 Additional Fees, Video Visitation

Bidders shall complete Cost Table 5.0 on the following page.

The Cost Table on the following page shall be included in the Bidder's Response. This Cost Table requires that the Bidder identify all fees and costs associated with the called party's invoice or the inmate's account. This Cost Table shall also be used to identify fees and costs associated with video visitation. Bidders are reminded that they shall comply in all respects with all applicable federal and state laws, regulations, rules, orders, standards, guidelines, and/or tariffs in effect at the time of the issuance of this RFR or promulgated or issued from time to time throughout the term of the contract, including without limitation, FCC and/or DTC inmate calling rate caps, per minute rates for TTY calls, and restrictions on additional and/or ancillary service charges and/or taxes

This Cost Table 5.0 completed by the Bidder will be made an integral part of the Bidder's Contract with the DOC. The Bidder shall list all additional fee items in the column on the left hand side of the table, indicate as to which type of call this fee applies, indicated one-time or recurring and then include the fee in the far right hand column.

The Bidder shall include all fees (even if the fee is based on a percentage).

Please do not leave any spaces empty in the Cost Table on the following page if a cost item has been entered into the far left hand column.

(Remainder of page left intentionally blank.)

Cost Table 5.0 Additional Fees, Video Visitation

Bidders shall complete Cost Table 5.0 and include it in their response.

Description of Fee	Charge Type:	Recurring or Non-Recurring	Cost
	Collect Pre-Paid Pre-Paid Collect Debit		
Example			
Automated Payment Fee via phone or website	Pre-paid account funding	Recurring at each funding event	\$3.00
Payment via live agent	Pre-paid account funding	Recurring at each funding event	\$5.95
Paper Bill/Statement Fee	Collect	Recurring on each bill	\$2.00
Return Check Charge	Pre-paid and Inmate Debit	Recurring for each returned check	\$25.00
Video Visitation	Remote Video Visits (No charge for on-site visits)	Recurring for each remote visit	\$12.99/visit

SECURUS OFFER #2
COST TABLES

Cost Table 1.0 Call Commission Fee Schedule

The following stated percentage is the figure used to calculate the monthly Commission paid to the DOC for all accepted telephone calls placed through the Inmate Calling System. This percentage will be based on monthly Gross Revenue attributed to the Inmate Calling System for *all call traffic (collect, debit, pre-paid, and pre-paid collect)*.

The Bidder shall provide a commission rate that includes a figure to the 1/100 position (as in the example below) to ensure that no ties will be possible from proposing Bidders.

Example:

1	2	.	3	4
---	---	---	---	---

The Bidder shall not leave any space in the following form blank. Insert an appropriate number into each space provide even if the number is a zero (0).

Bidder Name:

Securus Technologies

Date:

November 27, 2017

**Monthly
Commission Percentage**

5	5	.	0	0
---	---	---	---	---

Commission Impact

The Commonwealth has requested an indication of the impact to commissions for the inclusion of several non-inmate-telephone capabilities. The following denotes any relevant commission impact:

- Inclusion of the equipment as stipulated in RFR specification 5.2.1 has a commission impact of 2.6% in year-one only
- In response to the Commonwealth's answer to Question #70, the inclusion of more than one Video Visitation unit per facility does not impact the proposed commission to the Department, as the Securus Video Visitation system is self-sustaining

Note: Securus RFR Offer #2 includes call rates of \$0.057 per minute for all domestic calls

(Remainder of page left intentionally blank.)

Cost Table 2.0 Video Visitation

The following stated percentage is the figure used to calculate the monthly commission paid to the DOC for video visitation services.

The Bidder shall provide a commission rate that includes a figure to the 1/100 position (as in the example below) to ensure that no ties will be possible from proposing Bidders.

Example:

1	2	.	3	4
---	---	---	---	---

The Bidder shall not leave any space in the following form blank. Insert an appropriate number into each space provide even if the number is a zero (0).

Bidder Name:	Securus Technologies, Inc.
Date:	November 27, 2017

Monthly
Commission Percentage:

0	0	.	0	0
---	---	---	---	---

Cost Table 4.0 International Call Per-Minute Schedule

Bidders shall complete Cost Table 4.0 on the following page. Feel free to make copies for this table for inclusion with your response.

The Cost Table on the following page shall be included in the Bidder's Response. This Cost Table provides the per-minute cost for debit based inmate calling to countries/locations outside of the North American Dialing Plan.

The Bidder shall list all countries/locations to which it can provide collect only or direct dial (debit based) calls. In the appropriate column, the Bidder shall enter the per call surcharge, per minute rate (collect calls) and per minute rate (direct dial).

All rates (with the exception of the per call surcharge) shall be quoted on a per minute basis. No per call minimum will be allowed for international calling.

Please do not leave any spaces empty in the Cost Table on the following page. For example, if you provide direct dial service to the United Kingdom but do not provide access to this country in a collect mode, place "Not Available" in the space provide for "Per Call Surcharge" and "Collect Call Rate".

(Remainder of page left intentionally blank.)

Cost Table 4.0 International Call Per-Minute Schedule

Bidders shall complete Cost Table 4.0 and include it in their response. Feel free to make as many copies for this table as required for inclusion with your response.

Country/Location	Per Call Surcharge	Debit Based Per Minute Rate	Collect Call Per Minute Rate	Prepaid Calling Per Minute rate
All Countries	\$0.00	\$0.40	\$0.40	\$0.40

International Destinations

Additionally, all calls to all International destinations are to be billed at a rate of \$0.40 per minute. A chart depicting the available locations is available beginning on page 43 of this Cost Proposal.

(Remainder of page left intentionally blank.)

Cost Table 5.0 Additional Fees, Video Visitation

Bidders shall complete Cost Table 5.0 on the following page.

The Cost Table on the following page shall be included in the Bidder's Response. This Cost Table requires that the Bidder identify all fees and costs associated with the called party's invoice or the inmate's account. This Cost Table shall also be used to identify fees and costs associated with video visitation. Bidders are reminded that they shall comply in all respects with all applicable federal and state laws, regulations, rules, orders, standards, guidelines, and/or tariffs in effect at the time of the issuance of this RFR or promulgated or issued from time to time throughout the term of the contract, including without limitation, FCC and/or DTC inmate calling rate caps, per minute rates for TTY calls, and restrictions on additional and/or ancillary service charges and/or taxes

This Cost Table 5.0 completed by the Bidder will be made an integral part of the Bidder's Contract with the DOC. The Bidder shall list all additional fee items in the column on the left hand side of the table, indicate as to which type of call this fee applies, indicated one-time or recurring and then include the fee in the far right hand column.

The Bidder shall include all fees (even if the fee is based on a percentage).

Please do not leave any spaces empty in the Cost Table on the following page if a cost item has been entered into the far left hand column.

(Remainder of page left intentionally blank.)

Cost Table 5.0 Additional Fees, Video Visitation

Bidders shall complete Cost Table 5.0 and include it in their response.

Description of Fee	Charge Type:	Recurring or Non-Recurring	Cost
	Collect Pre-Paid Pre-Paid Collect Debit		
Example			
Automated Payment Fee via phone or website	Pre-paid account funding	Recurring at each funding event	\$3.00
Payment via live agent	Pre-paid account funding	Recurring at each funding event	\$5.95
Paper Bill/Statement Fee	Collect	Recurring on each bill	\$2.00
Return Check Charge	Pre-paid and Inmate Debit	Recurring for each returned check	\$25.00
Video Visitation	Remote Video Visits (No charge for on-site visits)	Recurring for each remote visit	\$12.99/visit

SECURUS OFFER #3
COST TABLES

Cost Table 1.0 Call Commission Fee Schedule

The following stated percentage is the figure used to calculate the monthly Commission paid to the DOC for all accepted telephone calls placed through the Inmate Calling System. This percentage will be based on monthly Gross Revenue attributed to the Inmate Calling System for *all call traffic (collect, debit, pre-paid, and pre-paid collect)*.

The Bidder shall provide a commission rate that includes a figure to the 1/100 position (as in the example below) to ensure that no ties will be possible from proposing Bidders.

Example:

1	2	.	3	4
---	---	---	---	---

The Bidder shall not leave any space in the following form blank. Insert an appropriate number into each space provide even if the number is a zero (0).

Bidder Name:

Securus Technologies

Date:

November 27, 2017

Monthly

Commission Percentage

6	8	.	0	0
---	---	---	---	---

Commission Impact

The Commonwealth has requested an indication of the impact to commissions for the inclusion of several non-inmate-telephone capabilities. The following denotes any relevant commission impact:

- Inclusion of the equipment as stipulated in RFR specification 5.2.1 has a commission impact of 2.6% in year-one only
- In response to the Commonwealth's answer to Question #70, the inclusion of more than one Video Visitation unit per facility does not impact the proposed commission to the Department, as the Securus Video Visitation system is self-sustaining

Note: Securus RFR Offer #3 includes call rates of \$0.08 per minute for all domestic calls

(Remainder of page left intentionally blank.)

Cost Table 2.0 Video Visitation

The following stated percentage is the figure used to calculate the monthly commission paid to the DOC for video visitation services.

The Bidder shall provide a commission rate that includes a figure to the 1/100 position (as in the example below) to ensure that no ties will be possible from proposing Bidders.

Example:

1	2	.	3	4
---	---	---	---	---

The Bidder shall not leave any space in the following form blank. Insert an appropriate number into each space provide even if the number is a zero (0).

Bidder Name:	Securus Technologies, Inc.
Date:	November 27, 2017

Monthly
Commission Percentage:

0	0	.	0	0
---	---	---	---	---

Cost Table 4.0 International Call Per-Minute Schedule

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Cost Table 5.0 Additional Fees, Video Visitation

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International Destinations

Additionally, all calls to all international destinations are to be billed at a rate of \$0.40 per minute. A chart depicting the available locations is available beginning on page 43 of this Cost Proposal.

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Cost Table 4.0 International Call Per-Minute Schedule

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(Remainder of page left intentionally blank.)

Cost Table 5.0 Additional Fees, Video Visitation

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Bidders shall complete Cost Table 5.0 and include it in their response.

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Example			
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Return Check Charge	Pre-paid and Inmate Debit	Recurring for each returned check	\$25.00
Video Visitation	Remote Video Visits (No charge for on-site visits)	Recurring for each remote visit	\$12.99/visit

SECURUS PROVIDED PRODUCTS and SERVICES

Combining technology, reliability, service and PEOPLE to meet the needs of Corrections In the Commonwealth of Massachusetts., to Increase rehabilitation and decrease recidivism!

Securus has put together a full suite of products, capabilities and services to meet the emerging needs of our customers. Our proposal includes a full suite of technologies that are owned and operated by Securus and can be selected and utilized by MADOC as part of this contract. The list of products and services available from Securus is as follows:

1. Secure Call Platform (SCP) - The most widely used Inmate Calling Platform
2. THREADS - Data Analytics and Focused-Leads Generation
3. Location Based Services - Technology to find the location of cell phones which receive Inmate telephone calls*
4. Investigator Pro - Continuous Voice Biometric Identification and Investigative Tools
5. Securus Video Visitation - Industry leading at-home and premise-based video visiting
6. Guarded Exchange Monitoring and Forensic Services
7. Automated Information Services (AIS)

For more information on each of these options, please refer to the following pages. You may reference each offering as they are numbered above.

1. Secure Call Platform (SCP) - Inmate/offender calling platform

The Securus Secure Call Platform (SCP) is a highly featured, flexible, state-of-the-art system designed to provide MADOC with the ultimate in Inmate call control, reporting, and investigative capabilities. The advanced features of the system provide powerful and flexible tools for controlling Inmate calling, reducing fraud, and generating valuable administrative and investigative reports.

SCP allows inmates the privilege of telephone communication while enabling staff and investigators the ability to maintain security through a reliable and easy-to-use inmate call control system. SCP provides security to the public through the use of:

- Automated operators instead of live operators
- Personal allowed number (PAN) lists that do not allow calls to numbers that have not been approved by the system administration
- Inmate call monitoring and recording for investigative and safety purposes
- Call duration settings and telephone on and off times
- Call detail records for investigative purposes, and fraud control features
- Real time rate quotes
- Real time blocking by called party

SCP enables our customers to operate a smarter and more efficient facility. The SCP's investigative tools permit a higher degree of accuracy and allow investigators to locate inmate calling information more quickly and reliably. Routine inmate calling operations can be configured to require minimal administration—allowing a facility's staff to focus on what they do best, maintaining a safer, more secure correctional environment. SCP also allows for immediate, live monitoring of calls in progress. All of these investigative and administrative resources are available from any Windows based computer with access to the World Wide Web.

Securus' custom built SCP is an integrated platform of software tools and computer and telephony hardware. The SCP's hardware and software components are designed to adapt to the changing needs of a facility's operations. SCP is capable of inmate telephone monitoring, inmate telephone recording, call blocking and unblocking, comprehensive report generation, and many more investigative tools and capabilities.

The SCP is equipped with the following standard applications:

- Digital recording and playback of calls
- Dedicated customer care center to specifically address called party inquiries
- A variety of optional calling methods and platform flexibility to increase options and income for the facility while increasing the inmate's calling ability
- Number restriction and blocking capabilities
- Identification of watched numbers, attorney calls (private) on CDR
- Multi-level password security entry system
- Comprehensive call detail reports based on user search criteria

- Inmate custody accounts (pin application) with or without personal allowed number (PAN) list capabilities
 - Expanded fraud control features (three-way, biometric identification, additional digit dialing prevention, etc.)
 - Bilingual automated voice messaging, instructional prompts, tag lines and voice overlays
 - Fully integrated debit-based calling platform
 - Interface and integration capabilities
 - Immediate port disabling (remote kill switch) from anywhere in the world with authorized access
 - Automated pan assignment
 - Open architecture interface with Jail / offender management system to send electronic files for immediate upload into SCR
 - Remote live monitoring capabilities—anywhere world wide
 - True call portability for playback, replay, and download of conversations without the need of proprietary software
-

2. THREADS - Data Analytics

Securus can provide our new, powerful investigative software called THREADS, exclusive to Securus and not available from any other provider. The THREADS application has been demonstrated to Department of Correction administrators and investigators who have endorsed the program as providing valuable tools providing call pattern analysis on many levels including suspicious dialing patterns and sequences.

As shown below, THREADS provides many ways to analyze the data:

Communication Statistics

- Communication Activity
- Frequency and Statistics
- Contact Listing
- Communication Listing

Organization Analysis

- Inner Circle Identification
- Inner Circle Delta
- Who's the Boss

Communication Behavior

- Sequence Analysis
- Pattern Analysis
- Chain Analysis

Subscription Usage Analysis

- Hole Detection (a hole in inmate communication patterns could indicate the inmate has a cell phone)
- Concurrent Phone Usage
- Contact Swap

Common Communication

- Common Contact
- Concurrent Common Contact
- Entity Linkage
- Two Entity Linkage

Linkages

- Interconnected Entity Linkage
- Intercommunication

Timelines

- Timeline

Correlations

- Cross Site Analysis

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THREADS will detect criminal organizations being run from within the facility, detect three-way calling patterns when multiple inmates are talking to one called party at the same time, find associations of multiple called parties based on who is calling them, and identify inmates who possibly have a cell phone based on calling patterns. For instance, if an inmate makes six calls per day, every day, but then all the sudden doesn't make any for a week, it is possible they have another form of communication such as a cell phone.

Graphic Representation

- Timeline charts and graphical analysis make it easy to reveal periods of high-intensity calling and other calling patterns on a graphical and interactive timeline. This technology identifies the inmate even if the calls are masked by another inmate's PIN and eliminates the human intervention by receiving actionable intelligence at the push of a button. Additionally, THREADS allows you to set up automated notifications, which will e-mail an investigator when information is found.
- THREADS analyzes data for investigators and provides interactive visualization tools to produce easy-to-understand analytical reports, charts, interactive graphs, maps, and builds a case and presentation view that can be used as evidence in a criminal trial.

Investigative Capabilities and Benefits for the Department

- Cell Forensics Analysis
 - Identify Accomplices
 - Inmates contact people on the outside indirectly, identify who they are "really" contacting
 - Identify linkages
 - Identify an inmate's inner circle
 - Identify associated gang members
 - Identify inmates communication within the facility
 - Find unique patterns in communication data
 - Combine all the data into a single system to analyze
 - Harvest all of this information with enhanced reporting tools
-

3. Location-Based Services – Real Time Cellular Control Tool*

Customer feedback from Investigators uncovered a need to identify the location of the cell phone an Inmate is calling. We took that feedback and developed a solution that went beyond what was requested. With Securus' proprietary Location-Based Services (LBS), the Agencies can determine the true location of a cellular phone that is called by an Inmate. LBS will also track the location of the cell phone during the Inmate call and identify the distance of the cell phone from the correctional facility. This allows the Agencies to place a perimeter around all of your facilities and block calls to cell phones from Inmates if the cell phones are located within a certain radius of your facility.

Integrated with SCP, Location-Based Services can:

- Provide the called party's true location at the time of an Inmate's call via a link in the Call Detail Record (CDR)
- Set up a "Geo Fence" perimeter around a location to notify Investigators when an Inmate calls a cell phone that is within the Geo Fence perimeter
- Identify the real-time location, on demand, of a suspect's cell phone (requires appropriate warrant/subpoena documentation)

4. Investigator Pro – Continuous Voice Biometric Identification

Investigator Pro is a powerful evidence-gathering and investigative analysis tool. It uses unprecedented state-of-the-art technology to "recognize" the voices of Inmates over telephone calls and exposes Inmates who try to beat the system by hiding their identities to engage in criminal activity.

The system's easy-to-use dashboard automatically collects and analyzes a vast amount of information that would otherwise be labor-intensive to gather and interpret. This breakthrough technology stands to dramatically change the way evidence is gathered, shared, and used in the investigation and prosecution process. The Investigator Pro system provides the highest level of integrity, efficiency, and demonstrated effectiveness as an evidence case-management tool.

One of the modules of the system is the CallPlayer Pro. This playback system gives you the power to play and annotate calls faster, with less duplication of effort.

Not only will the Investigator Pro assist Investigators in identifying which calls should be targeted to review, it also provides a sophisticated playback system with the power to play and annotate calls faster, with less duplication of effort.

The system provides the following features:

- Ability to separate recorded voices and select only one voice to play back at a time
 - Speed or slow a conversation or single voice within a recording
 - User friendly playback module with intuitive buttons
 - Saves time, allowing for more productive use of staff time, better distribution of staff resources, and cost savings
 - Report feature allows for supervisory oversight, accountability, and assessment of your staff's investigative skills and activities
-

5. Securus Video Visitation

Securus can provide the Agencies with the Securus Video Visitation system, enabling you to allow remote visitations safely, securely, and with less burden on facility staff. This advanced solution provides multiple benefits, including:

- Enhanced facility security by reducing the possibility of inmate confrontation
- Reduction in inmate and visitor movement through a facility
- Improved inmate ability to communicate with legal representation/bail-bond/family, and any other persons authorized by the Agencies' administration(s)
- Reduction in contraband infiltration
- Increased security for visitors
- Increased inmate and visitor morale with increased opportunities to visit
- Reduced man-hours needed to escort inmates and visitors to visiting areas
- New revenue stream for the facility through paid visitation sessions

The Securus Video Visitation solution is a centralized system, similar to our Secure Call Platform Inmate calling system, that allows monitoring and recording of video sessions. After the video visitation system has been implemented, it is easy for Securus to enable new features and modules by activating the feature in the centralized system.

At-Home Video Visitation

This method allows remote visitors, such as friends and family, probation officers, and attorneys to securely communicate with inmates from outside the facility via a broadband internet connection.

Remote visitors access Securus Video Visitation through the www.securustech.net website. The visitor selects the facility and inmate they would like to visit. The visitor is able to do the following:

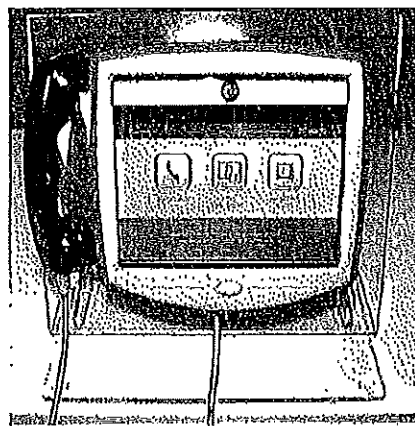
- Create, edit, and/or delete scheduled video sessions with inmates
- Pay for the scheduled session with a credit or debit card
- Visit with inmates (no officer intervention required)

Remote users will need to use a personal computer or laptop with a built-in or external USB webcam, a microphone and speakers, or a headset.

sPhone™ Overview

The Securus sPhone™ is the most flexible video visitation product on the market today, designed to give the DOC unmatched efficiency and flexibility.

The sPhone is an Intelligent Facility Device (IFD) that provides more than just video visitation. The sPhone is a powerful touch-screen computer that runs the most feature-rich video visitation and inmate telephone services, as well as "self-service" tasks. These tasks can include uploading inmate handbooks, reporting grievances, emailing, viewing schedules, ordering commissary, viewing educational videos, and much more.



sPhone Options

- Compliant telephone
- Compliant video visitation unit
- Grievance application
- Inmate handbook
- Law Library
- Many other efficiency-enhancing applications

sPhone Hardware Benefits

The sPhone, with a smaller footprint than a traditional video visitation kiosk, uses existing facility telephony wiring. It can be installed where regular inmate telephones now exist.

The housing is strong enough to prevent vandalism and is designed to prevent the introduction of contaminants. The case and touch screen are environmentally sealed and easy to clean. The rounded shell has no sharp edges or corners, providing another layer of protection to prevent the inmate from self-harm. The unit's shape, small footprint, and low profile reduce the amount of leverage available to intentionally damage the unit. Display

Information will be projected from the processor through a thick, transparent, break- and scratch-resistant screen.

6. Guarded Exchange Monitoring and Forensic Services

Call Monitoring Services

Securus has created a partnership with Guarded Exchange LLC to provide investigative services and call analysis software that helps facilitate the monitoring of Inmate calls. This outsourced monitoring service is currently being proposed to the DOC. This enhances the probability of identifying suspected conduct that may suggest activities such as escape plans, introduction of drugs, potential assaults, the use of cell phones, and violent crimes on staff.

Securus believes this program will provide incredible value to the DOC by creating a daily presence and focus on effective utilization of all SCP investigative capabilities, including the THREADS analytical tool. Additionally, this program would take daily direction from the DOC and would be responsible for ensuring THREADS analytical output is in alignment with the DOC requirements.

Securus can provide further information about the Enhanced Guarded Exchange Call Monitoring Program upon request from the DOC.

7. Automated Information Services (AIS)

Automated Information Services (AIS) is the industry's first and only hosted, interactive voice response (IVR) system that automatically provides general facility information and Inmate-specific information to detainees and outside callers over the phone.

In addition to this core functionality, AIS can be configured to enable family members to open or fund a prepaid telephone account and fund an Inmate's trust account over the phone.

These additional funding options make it easier and more convenient for friends and family to contribute funds while increasing your facility's potential commissionable revenue. All of this functionality is available around the clock, which means constituents can always get the information they need when they need it.

Handling Payments, Commissions, and Refunds

Securus will handle all payments, relieving the MADOC from the cash handling business. As money is added to an Inmate Debit account, SCP recognizes the funding transaction and transfers the funds to Securus. Securus will then pay commissions to the MADOC based on the monthly usage. Securus will send the MADOC a commission check each month that can be applied to the general fund or Inmate welfare fund based on MADOC's direction.

When an Inmate is released from a MADOC's facility, the release information is transmitted to SCP through our automated interface. The Inmate Debit account is closed in SCP and the remaining unused balance is made available for refund to the Inmate. Securus can remit the unused funds to MADOC to be refunded to the Inmate via MADOC's refund process. Or, to further relieve MADOC of cash-handling, Securus will make the refunds available to the Inmates directly via Western Union's more than 470,000 worldwide retail locations.

Reporting

Detailed reporting about Inmate Debit is available through the SCP user interface and the Facility Portal. The SCP Debit Report allows authorized MADOC users to:

Query Inmate Debit call detail records (CDRs) by the user-specified criteria

View all debits and credits that occurred during a specific time period for an individual Inmate; for all Inmates within a facility; or for all facilities

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INTERNATIONAL RATES

Securus Technologies, Inc.

International Country Codes

Country Code	Location Name	Cost Per Minute
93	Afghanistan	\$0.40
366	Albania	\$0.40
213	Algeria	\$0.40
376	Andorra	\$0.40
244	Angola	\$0.40
672	Antarctica	\$0.40
54	Argentina	\$0.40
374	Armenia	\$0.40
297	Aruba	\$0.40
247	Ascension Island	\$0.40
61	Australia	\$0.40
43	Austria	\$0.40
973	Bahrain	\$0.40
880	Bangladesh	\$0.40
375	Belarus	\$0.40
32	Belgium	\$0.40
501	Belize	\$0.40
229	Benin	\$0.40
976	Bhutan	\$0.40
591	Bolivia	\$0.40
387	Bosnia	\$0.40

267	Botswana	\$0.40
55	Brazil	\$0.40
673	Brunel	\$0.40
359	Bulgaria	\$0.40
226	Burkina Faso	\$0.40
257	Burundi	\$0.40
855	Cambodia	\$0.40
237	Cameroon	\$0.40
238	Cape Verde	\$0.40
236	Central African	\$0.40
235	Chad	\$0.40
56	Chile	\$0.40
86	China	\$0.40
57	Colombia	\$0.40
682	Cook Island	\$0.40
506	Costa Rica	\$0.40
225	Cote D'Ivoire	\$0.40
385	Croatia	\$0.40
53	Cuba	\$0.40
367	Cyprus	\$0.40
420	Czechoslovakia	\$0.40
850	Dem People Rep Korea	\$0.40
243	Dem Rep Congo	\$0.40
45	Denmark	\$0.40
246	Diego Garcia	\$0.40
253	Djibouti	\$0.40
593	Ecuador	\$0.40

20	Egypt	\$0.40
503	El Salvador	\$0.40
240	Equatorial Guinea	\$0.40
291	Eritrea	\$0.40
372	Estonia	\$0.40
251	Ethiopia	\$0.40
500	Falkland Islands	\$0.40
298	Faroe Islands	\$0.40
691	Federated Micronesia	\$0.40
679	Fiji Islands	\$0.40
358	Finland	\$0.40
33	France	\$0.40
596	French Antilles	\$0.40
594	French Guiana	\$0.40
689	French Polynesia	\$0.40
241	Gabon	\$0.40
220	Gambia	\$0.40
49	Germany	\$0.40
233	Ghana	\$0.40
350	Gibraltar	\$0.40
30	Greece	\$0.40
299	Greenland	\$0.40
590	Guadeloupe	\$0.40
502	Guatemala	\$0.40
224	Guinea	\$0.40
245	Guinea Bissau	\$0.40
592	Guyana	\$0.40

509	Haiti	\$0.40
504	Honduras	\$0.40
862	Hong Kong	\$0.40
36	Hungary	\$0.40
354	Iceland	\$0.40
91	India	\$0.40
62	Indonesia	\$0.40
964	Iraq	\$0.40
353	Ireland	\$0.40
972	Israel	\$0.40
39	Italy	\$0.40
81	Japan	\$0.40
962	Jordan	\$0.40
254	Kenya	\$0.40
686	Kiribati	\$0.40
965	Kuwait	\$0.40
856	Laos	\$0.40
371	Latvia	\$0.40
961	Lebanon	\$0.40
266	Lesotho	\$0.40
231	Liberia	\$0.40
218	Libya	\$0.40
423	Liechtenstein	\$0.40
370	Lithuania	\$0.40
362	Luxembourg	\$0.40
863	Macao	\$0.40
389	Macedonia	\$0.40

261	Madagascar	\$0.40
265	Malawi	\$0.40
60	Malaysia	\$0.40
960	Maldives	\$0.40
223	Mali	\$0.40
366	Malta	\$0.40
692	Marshall Islands	\$0.40
222	Mauritania	\$0.40
230	Mauritius	\$0.40
62	Mexico	\$0.40
373	Moldova	\$0.40
976	Mongolia	\$0.40
377	Monaco	\$0.40
212	Morocco	\$0.40
268	Mozambique	\$0.40
96	Myanmar/Burma	\$0.40
264	Namibia	\$0.40
674	Nauru	\$0.40
699	Netherlands Antilles	\$0.40
31	Netherlands	\$0.40
687	New Caledonia	\$0.40
64	New Zealand	\$0.40
606	Nicaragua	\$0.40
227	Niger	\$0.40
234	Nigeria	\$0.40
683	Niue	\$0.40
47	Norway	\$0.40

988	Oman	\$0.40
92	Pakistan	\$0.40
680	Palau	\$0.40
970	Palestine	\$0.40
607	Panama	\$0.40
675	Papua New Guinea	\$0.40
695	Paraguay	\$0.40
51	Peru	\$0.40
63	Philippines	\$0.40
48	Poland	\$0.40
351	Portugal	\$0.40
974	Qatar	\$0.40
262	Reunion Island	\$0.40
40	Romania	\$0.40
7	Russia	\$0.40
250	Rwanda	\$0.40
685	Samoa	\$0.40
378	San Marino	\$0.40
239	Sao Tome	\$0.40
986	Saudi Arabia	\$0.40
221	Senegal	\$0.40
248	Seychelles	\$0.40
232	Sierra Leone	\$0.40
65	Singapore	\$0.40
421	Slovakia	\$0.40
386	Slovenia	\$0.40
677	Solomon Island	\$0.40

262	Somalia	\$0.40
27	South Africa	\$0.40
82	South Korea	\$0.40
34	Spain	\$0.40
94	Sri Lanka	\$0.40
508	St Pierre/Miquel	\$0.40
290	St Helena	\$0.40
249	Sudan	\$0.40
597	Suriname	\$0.40
268	Swaziland	\$0.40
46	Sweden	\$0.40
41	Switzerland	\$0.40
963	Syria	\$0.40
886	Taiwan	\$0.40
256	Tanzania	\$0.40
66	Thailand	\$0.40
228	Togo	\$0.40
690	Tokelau	\$0.40
676	Tonga	\$0.40
216	Tunisia	\$0.40
90	Turkey	\$0.40
688	Tuvalu	\$0.40
256	Uganda	\$0.40
380	Ukraine	\$0.40
871	United Arab Emirates	\$0.40
44	United Kingdom	\$0.40
598	Uruguay	\$0.40

678	Vanuatu	\$0.40
379	Vatican City	\$0.40
58	Venezuela	\$0.40
84	Vietnam	\$0.40
681	Wallis/Futuna	\$0.40
967	Yemen	\$0.40
381	Yugoslavia	\$0.40
260	Zambia	\$0.40
263	Zimbabwe	\$0.40

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting forms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/oa under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Securix Technologies (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: EXECUTIVE OFFICE OF PUBLIC SAFETY NMARS Department Code: EPS	
Legal Address: (W-D, W-4, T&C): 4000 International Parkway Carrollton, TX 75007		Business Mailing Address: 1 ASHBURTON PLACE, RM 2133, BOSTON, MA 02108	
Contract Manager: Robert E. Pickens		Billing Address: (if different):	
PHONE:		Contract Manager: NILSA MORALES	
Phone:		E-Mail: Nilsa.morales2@state.ma.us	
Fax: 072-277-0614			
Contractor Vendor Code: VG700000409		Phone: 617-274-6550	
Vendor Code Address ID: (e.g. "AD001"): AD002 (Note: The Address ID must be set up for EFT payments.)		Fax: 617-727-4764	
		NMARS Doc ID: (e.g. CY EPS 2018SECURUSEPS119423)	
		RFR/Procurement or Other ID Number: RFR-BD-18-1044-EPS17-EPS1-19423	
<input type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (Includes State or Federal grants <u>016 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Reg or Other: (Attach authorizing language/justification, scope and budget)		<input checked="" type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior</i> to Amendment: __, 20__ Enter Amendment Amount: \$ _____, (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 0.00. <input checked="" type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended): _____			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 16 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract for Securix Intrusion Calling System and Related Services per the specifications and requirements of COMMBUY# Bid Number RFR-BD-18-1044-EPS17-EPS1-19423, including Exhibit A attached hereto and made a part hereof. AMENDMENT: Department exercises all renewal options and the new end date will 3/2/2020. The vendor will pay a the DOC a fixed annual commission of \$2.0M in twelve equal monthly installments pro-rated for the contract year ending March 2, 2019. See attached SOW for additional changes to the contract.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of __, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of __, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to those obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>MARCH 2, 2020</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Robert E. Pickens</u> , Date: <u>12-31-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>ROBERT E. PICKENS</u> Print Title: <u>PRESIDENT</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Brian Domoretzky</u> , Date: <u>12/31/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>BRIAN DOMORETZKY</u> Print Title: <u>CHIEF FINANCIAL OFFICER</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions if Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099 table in MMARS (or the Legal Address in HR/OMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (last slide of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement: Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department user is allowable in Brief Description.

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an individual Contractor, and when the planned Contract performance with an individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "carveouts" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) See Amendments, Suspensions, and Termination Policy.

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an existing and a new procurement, or to contract with an Interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "carveouts" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and Visa Policy.

COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specify Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contract rates may not be negotiated to replace a PPD. If PPD holds are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, s. 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under some encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c. 4, s. 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the full duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c. 4, s. 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signatory for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signatory for Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretarial signoff, evidence of Secretarial signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights: The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications: The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional liability and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention: The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Giftedness: The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access: The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 185 and G.L. c. 11, s. 12 seven (7) years beginning on the first day after the final payment

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 95B C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 1417; G.L. c. 29, s. 20F; G.L. c. 30A, s. 30R; G.L. c. 149, s. 27C; G.L. c. 149, s. 44C; G.L. c. 149, s. 149B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficially); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, including Human and Social Services); 816 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 69A; and the Massachusetts Constitution Article XVII if applicable.

Invoices. The Contractor must submit Invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final Invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely Invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these Invoices. If budgetary funds revert due to the Contractor's failure to submit timely final Invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely Invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29, s. 26, s. 27 and s. 28, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, s. 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 81B CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62D, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or fears of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 21 USC 1362; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 69A and Executive Order 604. The Contractor is required to comply with G.L. c. 93J for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 21A, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 6, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGC fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 20 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12101, et seq., the Rehabilitation Act; 29 USC c. 18, s. 704; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 46; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law; G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 80A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 403; 47 USC c. 5, s. 11, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D); G.L. c. 151C; G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 109A, and Massachusetts Disability-Based Non-Discrimination Standards for Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MGAD and MGAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 623, if qualified through the SBPP COMMBUYS subscription process at www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U76, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. Those forms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Classification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22G for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "C1" and "C2" and "U06" object codes subject to G.L. Chapter 29, s. 20A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys, Attorneys at Law or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 401, Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 499, Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRG § 999(b)(3)-(4), and IRG Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 348, Hiring of State Employees by State Contractors. Contractor certifies compliance with both the conflict of interest law G.L. c. 268A, specifically s. 6(f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444, Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants filed by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 604, Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 604 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's information security program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's Security Policies; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A, Executive Orders 523, 524 and 526, Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 470), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 380), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or woman-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

1.7 ELIGIBLE ENTITIES

ATTACHMENT B

"This RFR is a "Non-Statewide/Limited User Contract". This procurement option is conducted and managed by a single Department or a self-selected group of Departments on behalf of a selected group. Therefore, the resultant contract(s) from this RFR will be open for use to the Issuing Entity (EOPSS), the DOC, and the Massachusetts County Sheriffs. In addition, the resultant contract(s) from this RFR will be open to use to other Departments that are later approved by EOPSS. Other Departments requesting to use this contract must submit a request in writing to EOPSS. Approvals granted, if any, will be in writing.