

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: SECURUS TECHNOLOGIES (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: SHERIFF'S DEPARTMENT WORCESTER MMARS Department Code: SDW	
Legal Address: (W-9, W-4): 4000 INTERNATIONAL PARKWAY CARROLLTON, TX 75007		Business Mailing Address: 5 PAUL X. TIVNAN DRIVE WEST BOYLSTON, MA 01583	
Contract Manager: Sherri Turowsky	Phone: 413-285-5748	Billing Address (if different):	
E-Mail: STurowsky@securustechnologies.com	Fax:	Contract Manager: JASON RIVES	Phone: 508-854-1801
Contractor Vendor Code: N/A		E-Mail: JRIVES@SDW.STATE.MA.US	Fax: 508-854-1878
Vendor Code Address ID (e.g. "AD001"): AD __. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT SDW 080619*0352	
		RFR/Procurement or Other ID Number: DEPT PROCUREMENT EXEMPT	
<p style="text-align: center;"><u> </u> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p>		<p style="text-align: center;"><input checked="" type="checkbox"/> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 __.</p> <p>Enter Amendment Amount: \$ _____. (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</p> <p><input checked="" type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)</p>	
<p>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"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u> <input type="checkbox"/> <u>Commonwealth IT Terms and Conditions</u></p>			
<p>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.</p> <p><input 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.)</p> <p><input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ _____.</p>			
<p>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.)</p>			
<p>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.)</p> <p>TO PROVIDE SECURE INMATE CALLING SYSTEM AND RELATED SERVICES PER THE SPECIFICATIONS AND REQUIREMENTS OF COMMBUYS BID NUMBER RFR-BD-18-1044-EPS17-EPS1-19423, ENTERED INTO AND EXECUTED BY THE MA DEPT. OF CORRECTIONS, INCLUDING AMENDMENT/ EXTENSION DATED DECEMBER 31, 2018.</p> <p>AS DESCRIBED IN STATEMENT OF WORK FOR SDW, CONTRACT WILL INCLUDE PAY COMMISSIONS FOR ALL CALLS, VIDEO VISITATION, SECUREVIEW TABLET PROGRAM, VIDEO RELAY SERVICE APPLICATION ON ONE TERMINAL PER HOUSING UNIT, SECURAS E-MESSAGING AND DEBIT CALLING. FOR FURTHER INFORMATION PLEASE REFERENCE RFR AND/OR CURRENT STATEMENT OF WORK FOR SDW BEGINNING ON 8/1/21. THIS CONTRACT WILL REPLACE ALL EXISTING CONTRACTS BETWEEN SDW AND SECURUS.</p>			
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p><input type="checkbox"/> 1. may be incurred as of the Effective Date ____, 20 __, and no obligations have been incurred prior to the Effective Date.</p> <p><input checked="" type="checkbox"/> 2. may be incurred as of <u>8/1</u>, 2021 __, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.</p> <p><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 these obligations.</p>			
<p>CONTRACT END DATE: Contract performance shall terminate as of <u>3/2</u>, 20 <u>28</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.</p>			

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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: _____ Date: _____
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: _____

Print Title: _____

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____ Date: 7/23/21
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: JASON W. RIVES

Print Title: ASSISTANT SUPERINTENDENT / CFO

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 commission percentage associated with telephone services is hereby reduced to 25%.
- 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 fifteen minutes of calling per month 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.