

# 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 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/csc](http://www.mass.gov/csc) under [Guidance For Vendors - Forms](#) or [www.mass.gov/osd](http://www.mass.gov/osd) under [OSD Forms](#).

<b>CONTRACTOR LEGAL NAME:</b> Inmate Calling Solutions LLC (and d/b/a): ICSolutions		<b>COMMONWEALTH DEPARTMENT NAME:</b> Sheriff's Department Hampden <b>MMARS Department Code:</b> SDH	
<b>Legal Address:</b> (W-9, W-4,T&C): 1260 Andes Boulevard, St. Louis, MO 63132		<b>Business Mailing Address:</b> 627 Randall Road, Ludlow, MA 01056	
<b>Contract Manager:</b> Mike Kennedy		<b>Billing Address</b> (if different):	
<b>E-Mail:</b> mkennedy@icsolutions.com		<b>Contract Manager:</b> Ann Speziali	
<b>Phone:</b> 251-533-0046	<b>Fax:</b>	<b>E-Mail:</b> ann.speziali@sdh.state.ma.us	
<b>Contractor Vendor Code:</b> VC		<b>Phone:</b> 413-858-0119	<b>Fax:</b>
<b>Vendor Code Address ID</b> (e.g. "AD001"): AD__ (Note: The Address ID must be set up for <a href="#">EFT</a> payments.)		<b>MMARS Doc ID(s):</b>	
		<b>RFR/Procurement or Other ID Number:</b> C08	
<input type="checkbox"/> <b>NEW CONTRACT</b>		<input checked="" type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input type="checkbox"/> <b>Department Procurement</b> (Includes State or Federal grants <a href="#">815 CMR 2.00</a> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach <a href="#">Employment Status Form</a> , scope, budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <b>Prior</b> to Amendment: <u>9/30</u> , 2021 __ Enter Amendment Amount: \$ _____. (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input checked="" type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS</b> (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			
<b>COMPENSATION:</b> (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"/> <b>Rate Contract</b> (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"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ _____.			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through <a href="#">EFT</a> 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 ( <a href="#">G.L.c. 29, § 23A</a> ); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <a href="#">Prompt Pay Discounts Policy</a> .)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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.) Inmate Telephone System. Provide, install, and maintain per RFR C08 and Bidder's response. Commission of 85%. Minimum annual guarantee of \$850,000 has been suspended until population size and/or special free calls are reflective of pre Covid19 days. Additionally the Department agrees to be invoiced for 12 10-minute free calls at \$.018 per minute with the understanding that ICS will work towards system changes to allow 10 free minutes of calling time per inmate per week in increments as small as 1 minute per call and resetting each week.			
<b>ANTICIPATED START DATE:</b> (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 <b>Effective Date</b> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date <b>LATER</b> than the <b>Effective Date</b> below and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input checked="" type="checkbox"/> 3. were incurred as of <u>10/1</u> , 2021 __, a date <b>PRIOR</b> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> 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. <b>Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.</b>			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>9/30</u> , 2022 __, 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.			
<b>CERTIFICATIONS:</b> 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 <a href="#">Contractor Certifications</a> (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 <a href="#">Commonwealth Terms and Conditions</a> , this Standard Contract Form including the <a href="#">Instructions and Contractor Certifications</a> , 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 <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>	
X: <u>Mike Kennedy</u> Date: <u>11/16/2021</u> (Signature and Date Must Be Handwritten At Time of Signature)		X: <u>Ann Speziali</u> Date: <u>11/18/2021</u> (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Mike Kennedy</u>		Print Name: <u>ANN SPEZIALI</u>	
Print Title: <u>Vice President Sales &amp; Marketing</u>		Print Title: <u>DIR. of PURCHASING</u>	

**SHERIFF'S DEPARTMENT HAMPDEN**  
**INMATES COMMISSARY FUND**  
**LUDLOW, MA**  
**AWARD**  
**EXHIBIT A**  
**ADDENDUM NUMBER ONE**

BID NUMBER C08 CONTRACT NUMBER C081 DEPARTMENT SDH

**VENDOR:**

Inmate Calling Solutions LLC  
1260 Andes Boulevard  
St. Louis, MO 63132

**DEPARTMENT:**

Sheriff's Department Hampden  
Inmates Commissary Fund  
627 Randall Road  
Ludlow, MA 01056

**VENDOR CONTACT:**

Mike Kennedy  
251-533-0046  
mkennedy@icsolutions.com

**DEPARTMENT CONTACT:**

Ann Speziali  
413-858-0119  
ann.speziali@sdh.state.ma.us

**INVOICES SHOULD BE MAILED TO THE DEPARTMENT ADDRESS, ATTN: ACCOUNTS PAYABLE DEPARTMENT !!!**

CONTRACT IS MADE IN ACCORDANCE WITH ALL SPECIFICATIONS LISTED IN BID C08, VENDOR'S BID FORM SUBMISSION, AND THE COMMONWEALTH STANDARD CONTRACT. ALL DOCUMENTS MADE AN INTEGRAL PART OF THIS AGREEMENT. THE COMMONWEALTH TERMS & CONDITIONS PREVIOUSLY EXECUTED BY THE CONTRACTOR AND ON FILE WITH THE COMPTROLLERS OFFICE IS INCORPORATED INTO THIS CONTRACT. AWARD IS MADE FOR THE FOLLOWING ITEM(S) OR SERVICE(S):

Inmate Telephone System. Provide, install, and maintain per RFR C08 and Bidder's response. Commission of 85%.. Minimum annual guarantee of \$850,000 has been suspended until population size and/or special free calls are reflective of pre Covid19 days. Additionally the Department agrees to be invoiced for 12 10-minute free calls at \$.018 per minute with the understanding that ICS will work towards system changes to allow 10 free minutes of calling time per inmate per week in increments as small as 1 minute per call and resetting each week. Vendor may suspend all or part of its obligations hereunder and shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, acts of government, military action, acts of terrorism, epidemics or similar events beyond the reasonable control of Vendor.

AT ITS SOLE COST AND EXPENSE, CONTRACTOR SHALL, BEFORE ANY OF THE WORK IS COMMENCED, CAUSE TO BE ISSUED AND MAINTAINED DURING THE ENTIRE PROGRESS OF THE WORK, INSURANCE COVERAGE FOR ITSELF, AND FOR ANY OF ITS SUBCONTRACTORS.

X: *Mike Kennedy*  
(Signature)  
NAME: Mike Kennedy  
TITLE: Vice President Sales & Marketing  
DATE: 11/16/2021

X: *Ann Speziali*  
(Signature)  
NAME: ANN SPEZIALI  
TITLE: DIR. of PURCHASING  
DATE: 11/18/2021

THIS AGREEMENT WILL BE IN EFFECT FROM October 1, 2021 THROUGH AND INCLUDING September 30, 2022 AND MAY BE RENEWED FOR 3 ADDITIONAL 1-YEAR PERIODS SUBJECT TO THE SOLE DISCRETION OF HAMPDEN COUNTY PURCHASING. WHEN EXERCISING ONE-YEAR OPTIONS PRICING MAY BE ADJUSTED, INCREASED OR DECREASED, AT THE DEPARTMENT DISCRETION.

THIS AGREEMENT REFLECTS A ONE-TIME PURCHASE. SUBSEQUENT PURCHASES WILL NOT BE MADE.