



Commonwealth of Massachusetts

Standard Contract Form Instructions and Contractor Certifications

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.macomptroller.org/forms> Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

Contractor Legal Name Inmate Calling Solutions LLC		
Contractor D/B/A Name		
Contractor Legal Address Number, street and apartment or suite number (Form W-9, W-4) 1260 Andes Boulevard		
City St. Louis	State MO	Zip Code 63132
Contract Manager Michael Kennedy	Phone 251-533-0046	
E-Mail mkennedy@icsolutions.com	Fax	
Contractor Vendor Code vc0000400757		
Vendor Code Address ID (e.g. "AD001") AD_001 Note: The Address ID must be set up for EFT payments.		
RFR/Procurement or other ID Number C08		

Commonwealth Department Name Sheriff's Department Hampden		
MMARS Department Code SDH		
Commonwealth Department Mailing Address Number, street and apartment or suite number 627 Randa11 Road		
City Ludlow	State MA	Zip Code 01056
Commonwealth Department Billing Address Number, street and apartment or suite number (If different)		
City	State	Zip Code
Commonwealth Department Billing Email Address		
Contract Manager Ann Speziali		Phone 413-858-0119
E-Mail ann.speziali@sdh.state.ma.us		Fax
DOC Code CT	DOC Code	
MMARS Doc ID(s) legislativelyrequire		
MMARS Doc ID(s)		
MMARS Version Number 1		
Budget Fiscal Year 2024		



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MMARS Doc ID legislativelyrequire

Should this Contract go to the Office of the Comptroller? Yes No

Is this a new contract or a contract amendment?

New Contract

Complete the "FOR NEW CONTRACTS" section below.

Contract Amendment

Complete the "FOR CONTRACT AMENDMENTS" section below.

FOR NEW CONTRACTS

Procurement or Exception Type

Check only one option.

Statewide Contract

OSD or an OSD-designated Department.

Collective Purchase

Attach OSD approval, scope, and budget.

815 CMR 2.00

Department Procurement

Includes all Grants – Solicitation Notice or RFR,
and Response or other procurement supporting documentation.

Emergency Contract

Attach justification for emergency, scope, and budget.

Contract Employee

Attach Employment Status Form, scope, and budget.

Other Procurement Exception

Attach authorizing language, legislation with specific exemption or
earmark, and exception justification, scope, and budget.

FOR CONTRACT AMENDMENTS

Current Contract End Date Prior to Amendment

9/30/2023

Amendment Amount

\$ _____

Check if there is no change to the contract amount.

Amendment Type

Check one option only. Attach details of amendment changes.

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.

Commonwealth Terms and Conditions

Commonwealth Terms and Conditions for Human and Social Services

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

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).

\$ _____



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Prompt Payment Discounts (PPD)

Commonwealth payments are issued through Electronic Funds Transfer 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a Prompt Payment Discount 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 Payment 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.

Inmate Telephone System. Provide, install, and maintain per RFR C08 and Bidder's response. Commission of 85% with no minimum annual guarantee. Additionally the Department agrees to be invoiced for 12 10-minute free calls per inmate at \$.018 per minute. Both commission and 12 10-minute calls will be effective through 11/30/2023. Effective 12/1/2023 system to allow unlimited free calling time for all inmates and residents. This will be at no charge to the inmates and/or family & friends. Effective 12/1/2023

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.

2. may be incurred as of _____ a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

3. were incurred as of 10/1/2023 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 9/30/2024 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 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

Signature and Date Must Be Captured at Time of Signature

DocuSigned by:
 
 53289D024B3C4D4...

Date 12/20/2023

Print Name Michael Kennedy

Print Title VP Sales and Marketing

Authorizing Signature for the Commonwealth

Signature and Date Must Be Captured at Time of Signature

DocuSigned by:
 
 8A36D8391759414...

Date 12/21/2023

Print Name Ann Speziali

Print Title Director of Purchasing





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Certifications, Terms and Conditions	URL (below URL's can be viewed in PDF)
Standard Contract Form Instructions and Contractor Certifications	http://www.macomptroller.org/wp-content/uploads/instructions_standard-contract-form.pdf
Commonwealth Terms and Conditions for Human and Social Services	https://www.macomptroller.org/wp-content/uploads/form_commonwealth-terms-and-conditions-for-human-and-social-services.pdf
Commonwealth Terms and Conditions	https://www.macomptroller.org/wp-content/uploads/form_commonwealth-terms-and-conditions.pdf
Commonwealth IT Terms and Conditions	https://www.macomptroller.org/wp-content/uploads/form_commonwealth-terms-and-conditions-for-information-technology.pdf
Prompt Payment Discounts Policy	https://public.powerdms.com/MAComptroller/documents/1779666
Office of the Comptroller: Forms Website	https://www.macomptroller.org/forms
Operational Services Division: Forms Website	https://www.mass.gov/lists/osd-forms
801 CMR 21.07	https://www.mass.gov/law-library/801-cmr
815 CMR 2.00	https://www.mass.gov/law-library/815-cmr
815 CMR 9.00	https://www.mass.gov/law-library/815-cmr
M.G.L. c. 29, § 23A	https://malegislature.gov/Laws/GeneralLaws/PartI/TitleIII/Chapter29/Section23A

Inmate Telephone System. Provide, install, and maintain per RFR C08 and Bidder's response. Commission of 85% with no minimum annual guarantee. Additionally the Department agrees to be invoiced for 12 10-minute free calls per inmate at \$.018 per minute. Both commission and 12 10-minute calls will be effective through 11/30/2023. Effective 12/1/2023 system to allow unlimited free calling time for all inmates and residents. This will be at no charge to the inmates and/or family & friends. Effective 12/1/2023 Contractor shall invoice the Department at a rate of \$0.016 per minutes used per month. Additionally Textbehind offsite scan mail for Managed Plus Service will be implemented at the following rates: Offsite physical non-privileged mail processing for up to 2,000 letters per month across all 4 Department facilities are included in software and service monthly fee of \$1,800 (\$450/facility). Volume in excess of 2,000 will be invoiced at \$1.59 per letter. Content page limit rule applied. Mail review, approval, investigations, etc... and legal mail solution/software license per facility included. Mail shipping and handling costs to be invoiced monthly and at cost. Start date to be determined.

THIS AGREEMENT WILL BE IN EFFECT FROM October 1, 2023 THROUGH AND INCLUDING September 30, 2024 AND MAY BE RENEWED FOR 1 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

Certificate Of Completion

Envelope Id: 64476FBC639B4480AEEF6F25BBADB525

Status: Sent

Subject: DocuSign: Initiate Standard Contract Form for Michael Kennedy

Document Type: SCF

Source Envelope:

Document Pages: 5

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Massachusetts Office of the Comptroller

AutoNav: Enabled

1 Ashburton Place 9th Floor

Enveloped Stamping: Enabled

Boston, MA 02108

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

CTR.DocuSign.SCF@mass.gov

IP Address: 170.63.192.1

Record Tracking

Status: Original

Holder: Massachusetts Office of the Comptroller

Location: DocuSign

12/13/2023 8:15:24 AM

CTR.DocuSign.SCF@mass.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Massachusetts Office of the Comptroller

Location: DocuSign

Signer Events

Signature

Timestamp

Ann Speziali

Completed

Sent: 12/13/2023 8:15:26 AM

ann.speziali@sdh.state.ma.us

Viewed: 12/13/2023 8:15:38 AM

Security Level:

Signed: 12/13/2023 8:28:04 AM

DocuSign.email

Using IP Address: 170.63.192.1

ID: 1

12/13/2023 8:15:27 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ann Speziali

Completed

Sent: 12/13/2023 8:28:07 AM

ann.speziali@sdh.state.ma.us

Viewed: 12/13/2023 8:29:54 AM

Director of Purchasing

Signed: 12/13/2023 8:30:11 AM

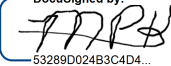
Security Level: Email, Account Authentication (Optional)

Using IP Address: 170.63.192.1

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michael Kennedy

DocuSigned by:

53289D024B3C4D4...

Sent: 12/13/2023 8:30:12 AM

mkennedy@icsolutions.com

Viewed: 12/20/2023 10:40:26 AM

VP Sales and Marketing

Signed: 12/20/2023 10:41:01 AM

Security Level: Email, Account Authentication (Optional)


Signature Adoption: Drawn on Device

Using IP Address: 66.177.79.76

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ann Speziali

DocuSigned by:

8A36D9391759414...

Sent: 12/20/2023 10:41:03 AM

ann.speziali@sdh.state.ma.us

Viewed: 12/21/2023 8:03:30 AM

Director of Purchasing

Signed: 12/21/2023 8:04:58 AM

Security Level: Email, Account Authentication (Optional)

Signature Adoption: Drawn on Device

Using IP Address: 170.63.192.1

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Ann Speziali ann.speziali@sdh.state.ma.us Director of Purchasing Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 170.63.192.1	Sent: 12/21/2023 8:05:00 AM Viewed: 12/21/2023 8:05:41 AM Signed: 12/21/2023 8:05:47 AM

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Ann Speziali ann.speziali@sdh.state.ma.us Director of Purchasing Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/13/2023 8:28:06 AM Viewed: 12/13/2023 8:29:03 AM
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CTR Contracts Team CTRDIGITALCONTRACTS@mass.gov Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/13/2023 8:15:26 AM
Envelope Updated	Security Checked	12/13/2023 8:28:05 AM
Certified Delivered	Security Checked	12/21/2023 8:05:41 AM
Signing Complete	Security Checked	12/21/2023 8:05:47 AM

Payment Events	Status	Timestamps
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