

WYOMING DEPARTMENT OF CORRECTIONS	WDOC Form #105	Page 1 of 1
	Contract Control Sheet	Last Revised: 01/24/14

PARTIES: WDOC & Inmate Calling Solutions **PURPOSE:** inmate telephone service

Contract **MOU/IAA** **AWEC** **Contract Manager:** Jamie Spezzano

CENTRAL SERVICES REVIEW

Administrator: _____ **Date:** _____
Fiscal Manager: _____ **Date:** _____
Purchasing Manager: _____ **Date:** _____

BASE CONTRACT 23072

Dates: 7/27/12 to 6/30/15 **Administrator Approval:** Dan Shannon
Amount: \$ **Budget Unit:** Revenue
Purpose: inmate telephone service, 65.5% commission

AMENDMENT #1 23072-1

Dates: 2/18/14 to 6/30/15 **Administrator Approval:** Dan Shannon
Amount: \$ **Budget Unit:** Revenue
Purpose: change the INTERstate calling rates per FCC requirements

AMENDMENT #2

Dates: to **Administrator Approval:**
Amount: \$ **Budget Unit:**
Purpose:

DISTRIBUTION

RQS _____ **MSA** _____ **MSC** _____

Recipient:	Name/Initials:	Date:
Purchasing	_____	_____
Contract Manager	_____	_____
Contractor	_____	_____
A&I Procurement	_____	_____
Other	_____	_____
Other	_____	_____
Notes:		

**AMENDMENT NUMBER ONE TO THE CONTRACT BETWEEN
THE STATE OF WYOMING, DEPARTMENT OF CORRECTIONS
AND INMATE CALLING SOLUTIONS, LLC, DBA ICSOLUTIONS**

1. Parties. This First Amendment is made and entered into by and between the State of Wyoming, Department of Corrections (hereinafter referred to as "WDOC"), whose address is 1934 Wyott Drive, Suite 100, Cheyenne, Wyoming 82002, and Inmate Calling Solutions LLC, d/b/a ICSolutions (hereinafter referred to as "Contractor"), whose address is 2200 Danbury, San Antonio, TX 78127.

2. Purpose of Amendment. This Amendment shall constitute the First Amendment to the Contract between WDOC and the Contractor which was duly executed on July 27, 2012. The purpose of this First Amendment is to reduce the INTERstate calling rates detailed in **Attachment B-1** to the Contract to be in compliance with the Federal Communications Commission (FCC) Docket No. 12-375.

The original Contract, dated July 27, 2012, granted Contractor the exclusive right and privilege to install and operate prison inmate telephones and related telephone equipment at WDOC's Facilities at no cost to WDOC, with an expiration date of June 30, 2015.

3. Term of the Amendment. This First Amendment shall commence on the date of the last required signature or February 11, 2014, whichever is later, and shall remain in full force and effect through June 30, 2015, unless terminated at an earlier date pursuant to the provisions of the original Contract, as amended, or pursuant to federal or state statute, rule or regulation.

4. Amendment

A. The calling rates in **Attachment B-1** of the original Contract between WDOC and Contractor are hereby amended as set forth in **Attachment B-1**.

5. Special Provisions

A. Same Terms and Conditions. With the exception of items explicitly delineated in this First Amendment, all terms and conditions of the original Contract, between the WDOC and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

6. General Provisions

A. Entirety of Contract. This First Amendment, consisting of three (3) pages; Attachment B-1, consisting of one (1) page; the original

Contract, consisting of eighteen (18) pages; Attachment A, thereto, consisting of twenty (20) pages; Attachment B, thereto, consisting of two (2) pages; represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

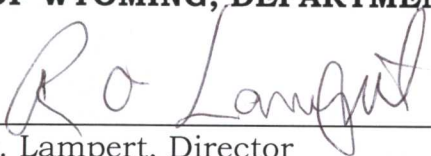
INTENTIONALLY LEFT BLANK

7. Signatures. IN WITNESS THEREOF, the parties to this First Amendment through their duly authorized representatives have executed this First Amendment on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this First Amendment as set forth herein.

This First Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

The effective date of this First Amendment is the date of the signature last affixed to this page or February 11, 2014, whichever is later.

STATE OF WYOMING, DEPARTMENT OF CORRECTIONS:



Robert O. Lampert, Director

2-18-14

Date

INMATE CALLING SOLUTIONS:



Brendan Philbin, Vice President

2/12/14

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM:



Marion Yoder, Senior Assistant Attorney General

Jan. 16, 2014

Date

AMENDMENT NUMBER ONE - ATTACHMENT B-1

Calling Rates

CALL TYPE	COLLECT			PRE-PAID COLLECT			DEBIT		
	<u>Surcharge</u>	<u>First Minute</u>	<u>Add'l Minute</u>	<u>Surcharge</u>	<u>First Minute</u>	<u>Add'l Minute</u>	<u>Surcharge</u>	<u>First Minute</u>	<u>Add'l Minute</u>
Local	\$0.70	\$0.08	\$0.08	\$0.60	\$0.07	\$0.07	\$0.50	\$0.05	\$0.05
IntraCell	\$0.80	\$0.10	\$0.10	\$0.70	\$0.08	\$0.08	\$0.50	\$0.05	\$0.05
Intralata/Intrastate	\$1.17	\$0.17	\$0.17	\$0.98	\$0.14	\$0.14	\$0.50	\$0.05	\$0.05
Interlata/Intrastate	\$1.17	\$0.17	\$0.17	\$0.98	\$0.14	\$0.14	\$0.50	\$0.05	\$0.05
Interlata/Interstate	\$0.00	\$0.25	\$0.25	\$0.00	\$0.21	\$0.21	\$0.00	\$0.21	\$0.21
International (Canada, USVI, PuertoRico, Gaum)	N/A	N/A	N/A	N/A	N/A	N/A	\$2.00	\$0.25	\$0.25
International (Mexico)	N/A	N/A	N/A	N/A	N/A	N/A	\$2.00	\$0.25	\$0.25
International (All other countries)	N/A	N/A	N/A	N/A	N/A	N/A	\$2.00	\$0.50	\$0.50

Pre-Paid Transaction Fee:	\$5.95
Billing Statement Fee:	\$0.00
Pre-Paid Refund Fee:	\$2.99