



WYOMING  
DEPARTMENT OF  
CORRECTIONS

WDOC Form #105  
Contract Control Sheet

Page 1 of 2  
Last Revised: 01/06/09

**PARTIES:** WDOC & Inmate Calling Solutions

**PURPOSE:** Inmate Telephone Service

☒ **X Contract**

☐ **MOU/LAA**

☐ **AWEC**

**Contract Manager:** Amber Green

**CENTRAL SERVICES REVIEW**

**Administrator:**

**Date:** JUN 23 2015

**Fiscal Manager:**

**Date:** 6/24/15

**Purchasing Manager:**

**Date:** 6/22/15

**BASE CONTRACT**

**Dates:** 7/27/12 to 6/30/15

**Administrator Approval:** Dan Shannon

**Amount:** \$

**Budget Unit:** Revenue

**Purpose:** Inmate telephone service, 65.5% comission

**AMENDMENT #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:** 6/30/15 to 6/30/17

**Administrator Approval:** Dan Shannon

**Amount:** \$

**Budget Unit:** Revenue

**Purpose:** Change the Interstate calling rates per FCC requirements, extend the contract expiration to 6/30/17

**AMENDMENT #3**

**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:

*[Handwritten signatures and initials]*

6/24/15  
6/23/15  
6/23/15

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

1. **Parties.** This Second 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 Second Amendment to the Contract between WDOC and the Contractor which was duly executed on July 27, 2012, which became effective on that same date. The purpose of this Second Amendment is to a) further revise the calling rates, and commission percentage and b) extend the term of the Contract.

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.

The First Amendment, dated February 11, 2014, reduced interstate calling rates to be in compliance with the Federal Communications Commission (FCC) Docket No. 12-375 with an expiration date of June 30, 2015.

3. **Term of the Amendment.** This Second Amendment shall commence on the date of the last required signature or June 30, 2015, whichever is later, and shall remain in full force and effect through June 30, 2017, 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. **Amendments**

A. The first sentence in Paragraph i of Section 4A of the original Contract is hereby amended to read as follows:

"The ITSP shall pay Customer sixty-three and a half percent (63.5%) commission on all Gross Revenue generated by and through the ITS".

B. Paragraph iii of Section 4A of the original Contract is hereby amended to read as follows:

"ITSP shall pay Customer a Financial Incentive of fifty thousand dollars (\$50,000.00) payable and due within ten (10) days of on the date of the last required signature of this Second Amendment. Late fees, as outlined in Paragraph D and E of Section 4A, shall apply to the Financial Incentive"

**C.** The calling rates as amended by the First Amendment to the original Contract between Customer and Contractor are hereby further amended as set forth in Attachment B-2.

**5. Additional Responsibilities of Contractor.** Responsibilities of the Contractor have not changed.

**6. Additional Responsibilities of WDOC.** Responsibilities of WDOC have not changed.

**7. Special Provisions**

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

**8. General Provisions**

**A. Entirety of Contract.** This Second Amendment, consisting of three (3) pages and Attachment B-2, consisting of one (1) pages; the First Amendment, consisting of three (3) pages and Attachment B-1, consisting of (1) page; the original Contract, consisting of eighteen (18) pages and Attachment A, consisting of twenty (20) pages thereto represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

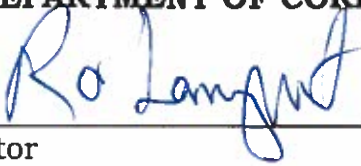
**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK**

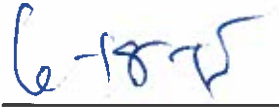
9. **Signatures.** IN WITNESS THEREOF, the parties to this Second Amendment through their duly authorized representatives have executed this Second Amendment on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set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

This 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 Second Amendment is the date of the signature last affixed to this page or June 30, 2015, whichever is later.

**STATE OF WYOMING, DEPARTMENT OF CORRECTIONS:**

  
Robert O. Lampert, Director

  
Date

**INMATE CALLING SOLUTIONS:**

  
Brendan Philbin, Vice President

  
Date

**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM:**

 131766  
Sue O'Brien, Senior Assistant Attorney General

  
Date

**AMENDMENT NUMBER TWO - ATTACHMENT B-2****Calling Rates**

<b>CALL TYPE</b>	<b>COLLECT</b>		<b>PRE-PAID COLLECT</b>		<b>DEBIT</b>	
	<b><u>Surcharge</u></b>	<b><u>First Minute</u></b>	<b><u>Surcharge</u></b>	<b><u>First Minute</u></b>	<b><u>Surcharge</u></b>	<b><u>First Minute</u></b>
Local	\$0.50	\$0.08	\$0.50	\$0.07	\$0.35	\$0.03
IntraCell	\$0.60	\$0.10	\$0.60	\$0.08	\$0.35	\$0.03
Intralata/Intrastate	\$0.90	\$0.17	\$0.80	\$0.14	\$0.35	\$0.03
Interlata/Intrastate	\$0.90	\$0.17	\$0.80	\$0.14	\$0.35	\$0.03
Interlata/Interstate	\$0.00	\$0.23	\$0.00	\$0.20	\$0.00	\$0.13
International (Canada, USVI, Puerto Rico, Guam)	N/A	N/A	N/A	N/A	\$2.00	\$0.25
International (Mexico)	N/A	N/A	N/A	N/A	\$2.00	\$0.25
International (All other countries)	N/A	N/A	N/A	N/A	\$2.00	\$0.50

Note: The calling rates listed above are not inclusive of any applicable taxes.

- |    |                           |               |
|----|---------------------------|---------------|
| 1. | Pre-Paid Transaction Fee: | <b>\$5.95</b> |
| 2. | Billing Statement Fee:    | <b>\$0.00</b> |
| 3. | Pre-Paid Refund Fee:      | <b>\$2.99</b> |



# CERTIFICATE OF LIABILITY INSURANCE

12/1/2015

DATE (MM/DD/YYYY)

6/9/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No. Ext):</b> <b>FAX (A/C, No):</b>	
<b>INSURED</b> 1357885 Inmate Calling Solutions, LLC dba ICSolutions 2200 Danbury Street San Antonio TX 78217	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A: Federal Insurance Company</b>	20281
	<b>INSURER B: Great Northern Insurance Company</b>	20303
	<b>INSURER C: Indian Harbor Insurance Company</b>	36940
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** CENGR **CERTIFICATE NUMBER:** 13524437 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER.	Y	Y	7321-00-90	1/1/2015	12/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	73210092	1/1/2015	12/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y	7165-55-50	1/1/2015	12/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Professional Liab &amp; Network Security/ Privacy Liab</b>	N	N	MTP903057701	1/1/2015	1/1/2016	\$5,000,000 Aggregate \$50,000 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

Wyoming Department of Corrections is an additional insured under general liability and automobile liability as required by written contract. Waiver of subrogation apply under general liability, automobile liability and workers' compensation where permissible by law and as required by written contract. Certificate holder will receive a written 30 day notice of cancellation as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

13524437

Wyoming Department of Corrections  
1934 Wyott Drive  
Suite 100  
Cheyenne WY 82002

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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