



<b>PARTIES:</b> WDOC & Inmate Calling Solutions	<b>PURPOSE:</b> Revise calling rates
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<input checked="" type="checkbox"/> <b>Contract</b> <input type="checkbox"/> <b>MOU/IAA</b> <input type="checkbox"/> <b>AWEC</b>	<b>Contract Manager:</b> Amber Green
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**CENTRAL SERVICES REVIEW**

<b>Administrator:</b> <u>Amie</u>	<b>Date:</b> <u>4-21-17</u>
<b>Fiscal Manager:</b> <u>Cass</u>	<b>Date:</b> <u>4/27/17</u>
<b>Purchasing Manager:</b> <u>RA</u>	<b>Date:</b> <u>4/26/17</u>

**BASE CONTRACT**

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

**AMENDMENT #1**

<b>Dates:</b> 2/18/14      to      6/30/15	<b>Administrator Approval:</b> Dan Shannon
<b>Amount:</b> \$	<b>Budget Unit:</b> Revenue
<b>Purpose:</b> Change the Interstate calling rates per FCC requirements.	

**AMENDMENT #2**

<b>Dates:</b> 6/30/15      to      6/30/17	<b>Administrator Approval:</b> Dan Shannon
<b>Amount:</b> \$	<b>Budget Unit:</b> Revenue
<b>Purpose:</b> Change the Interstate calling rates per FCC requirements, extend the contract expiration to 6/30/17	

**AMENDMENT #3**

<b>Dates:</b> 9/8/15      to      6/30/17	<b>Administrator Approval:</b> Dan Shannon
<b>Amount:</b> \$ 0	<b>Budget Unit:</b> Revenue
<b>Purpose:</b> Revise calling rates per Attachment B-3	

**AMENDMENT #4**

<b>Dates:</b> 3/1/16      to      6/30/17	<b>Administrator Approval:</b> Dan Shannon
<b>Amount:</b> \$ 0	<b>Budget Unit:</b> Revenue
<b>Purpose:</b> Revise calling rates per Attachment B-4, add Contractor Responsibilities per FCC requirements	



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<b>AMENDMENT #5</b>		
<b>Dates:</b> 4/26/17	to	6/30/19
<b>Amount:</b> \$ 0		<b>Administrator Approval:</b> Dan Shannon
		<b>Budget Unit:</b> Revenue
<b>Purpose:</b> Extend the contract expiration date and increase WDOC's revenue commission to 62% gross revenue.		

<b>DISTRIBUTION</b>		
RQS _____	MSA _____	MSC _____
<b>Recipient:</b>	<b>Name/Initials:</b>	<b>Date:</b>
Purchasing	_____	_____
Contract Manager	_____	_____
Contractor	_____	_____
A&I Procurement	_____	_____
Other	_____	_____
Other	_____	_____
<b>Notes:</b>		

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

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, Department of Corrections (Agency), whose address is: 1934 Wyott Drive, Cheyenne WY 82002; and, Inmate Calling Solutions, LLC dba ICSolutions (Contractor), whose address is 2200 Danbury, San Antonio, TX 78217.
2. **Purpose of Amendment.** This Amendment shall constitute as the fifth Amendment to the Contract between the Agency and the Contractor. The purpose of this Amendment is to a) further revise the commission percentage; b) extend the term of the Contract to June 30, 2019; and c) update and/or replace the workstations.

The original Contract, dated July 27, 2012, required the Contractor to install and operate prison inmate telephones and related telephone equipment at Agency's facilities, at no cost to Agency, with an expiration date of June 30, 2015.

Amendment One, dated February 18, 2014, amended the original Contract to reduce interstate calling rates in compliance with the Federal Communication Commission (FCC) Docket No. 12-375.

Amendment Two, dated June 30, 2015, amended the original Contract to: a) reduce the calling rates and commission percentage; and b) extend the contract term through June 30, 2017.

Amendment Three, dated September 8, 2015, amended the original Contract to further amend the calling rates.

Amendment Four, dated March 1, 2016, amended the original Contract to a) implement an internal automated voicemail messaging system; b) further revised the calling rates and fees; and, c) further adjust the commission percentage.

3. **Term of the Amendment.** This Amendment shall commence on June 30, 2017, or upon the date the last required signature is affixed hereto, whichever is later, and shall remain in full force and effect through the term of the Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule or regulation.
4. **Amendments.**
  - A. The first sentence in Section 4.A.i of the original Contract, and as amended by the Second and Fourth Amendments, is hereby further amended to read as follows:

“The ITSP shall pay Customer sixty-two percent (62%) commission on all Gross Revenue generated by and through the ITS”.

- B. The first sentence of Attachment A, Section 8.V. of the original Contract is hereby amended to read as follows:

“Contractor shall provide the WDOC with a number of workstations as specified in Attachment B. Contractor shall refresh/replace all fourteen (14) workstations working real-time with the ITS, for such monitoring, recording and reporting to allow Agency access to all CDRs, calls, documentation, reports, data and etc. contained in the ITS. Each workstation shall include Windows 10 Operating System, a CD/DVD burner, flat screen monitor, speakers (built in or external), mouse, keyboard, data/audio burning software and a licensed copy of Microsoft Office (or equivalent).”

- C. The second sentence of Section 3. Term of Contract and Required Approvals is hereby amended to read as follows:

“The term of the Contract is from the Effective Date through June 30, 2019.

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

6. **Amended Responsibilities of the Agency.** Responsibilities of Agency have not changed.

7. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous amendments, between the Agency 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.** The original Contract, consisting of eighteen (18) pages; Attachment A, Contractor Responsibilities & Inmate Telephone System Features and Functionalities, consisting of twenty (20) pages; Attachment B, Required Telephones by Location, consisting of two (2) pages; Amendment One, consisting of three (3) pages; Attachment B-1, Calling Rates, consisting of one (1) page; Amendment Two, consisting of three (3) pages; Attachment B-2, Calling Rates, consisting of one (1) page; Amendment Three, consisting of three (3) pages; Attachment B-3, Calling Rates, consisting of one (1) page; Amendment Four, consisting of six (6) pages; Attachment B-4, Calling Rates, consisting of one (1) page; and Amendment Five, consisting of four (4) pages, represent the entire and integrated agreement between the

parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

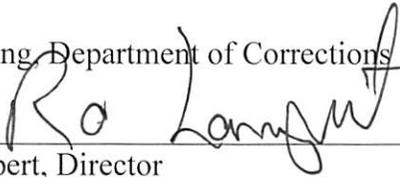
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9. **Signatures.** IN WITNESS THEREOF, the parties to this Fifth Amendment through their duly authorized representatives have executed this Fifth Amendment on the days and dates set out below, and certify that they have read, understood, and agreed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

This Fifth 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).

**AGENCY:**

State of Wyoming Department of Corrections



Robert O. Lampert, Director

4/26/17

Date

**CONTRACTOR:**

Inmate Calling Solutions dba ICSolutions

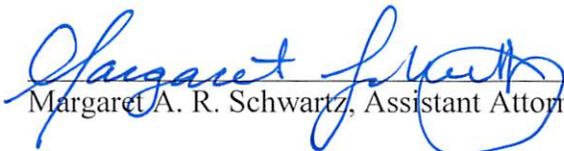


Brendan Philbin, Vice President

4/24/17

Date

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



Margaret A. R. Schwartz, Assistant Attorney General #164891

4/14/17

Date