

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (AEF), the Office of the Comptroller (GTR) 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/oa under Guidance For Vendors - Forms or www.mass.gov/oa under OSD Forms.

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|---|--|---|--|
| CONTRACTOR LEGAL NAME: (and d/b/a) | | COMMONWEALTH DEPARTMENT NAME: Middlesex Sheriff's Office | |
| Legal Address: | | MMARS Department Code: SDM | |
| Contract Manager: | | Business Mailing Address: 400 Myrtle Avenue 4th Floor Medford, MA 02155 | |
| End Date: | | Billing Address (if different): | |
| Phone: | | Contract Manager: Michael Blatus | |
| Fax: N/A | | E-Mail: mblatus@dmh.state.ma.us | |
| Contractor vendor code: | | Phone: 781-960-2806 Fax: 781-680-2802 | |
| Vendor Code Address ID (e.g. "AD001"): AD | | MMARS Doc ID(s): | |
| (Note: The Address ID must be set up for EFT payments.) | | RFR/Procurement or Other ID Number: 3805 | |
| NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants (15 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative Request or Other: (Attach authorizing language/justification, scope and budget) | | X. CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: Jan 31, 2020 Enter Amendment Amount: \$ (for "no change") AMENDMENT TYPE: (Check one option only, Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input checked="" type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative Request or Other: (Attach authorizing language/justification and updated scope and budget) | |
| The following COMMONWEALTH TERMS AND CONDITIONS (T&C) have been executed, filed with GTR 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 | | | |
| 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. <input checked="" type="checkbox"/> 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.) <input type="checkbox"/> Maximum Obligation Contract. Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). | | | |
| <input checked="" type="checkbox"/> PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 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: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 22A); ___ only will payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.) | | | |
| BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: This is a 60 day extension of the Inmate Educational Tablet Program. MSO reserves the right to an early termination and will notify EDOVO 30 days in advance prior to termination. | | | |
| 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. <input checked="" type="checkbox"/> 3. were incurred as of February 1, 2020 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 March 31, 2020, with no new obligations being incurred after this date unless the Contract is properly extended, 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 makes all certifications required under the attached Contractor Certifications (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 Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications, 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 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: X: _____ Date: 2/4/2020 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____ | | AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <i>Michael P. Blatus</i> Date: 2/12/2020 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Michael P. Blatus Print Title: Purchasing Director | |

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| | | | |
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| CONTRACTOR LEGAL NAME: (and d/b/a): | | COMMONWEALTH DEPARTMENT NAME: Middlesex Sheriff's Office | |
| Legal Address: | | MMARS Department Code: SDM | |
| Contract Manager: | | Business Mailing Address: 400 Mystic Avenue 4th Floor Medford, MA 02155 | |
| E-Mail: | | Billing Address (if different): | |
| Phone: | | Contract Manager: Michael Blatus | |
| Fax: N/A | | E-Mail: mblatus@sdm.state.ma.us | |
| Contractor Vendor Code: | | Phone: 781-960-2806 Fax: 781-960-2902 | |
| Vendor Code Address ID (e.g. "AD001"): AD | | MMARS Doc ID(s): | |
| (Note: The Address ID must be set up for EFT payments.) | | RFR/Procurement or Other ID Number: | |
| NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants §15 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget) | | X CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____ Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input checked="" type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget) | |
| The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. | | | |
| <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u> | | | |
| 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. <input checked="" type="checkbox"/> <u>Rate Contract</u> (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"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). | | | |
| PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 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 (3.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .) | | | |
| BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: This is a 6 month extension of the Inmate Educational Tablet Program. MSO reserves the right to an early termination and will notify EDOVO 30 days in advance prior to termination. | | | |
| 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 <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ 2. may be incurred as of <u>August 1, 2019</u> a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ 3. were incurred as of _____ a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> 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 <u>January 31, 2020</u> , 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 makes all certifications required under the attached <u>Contractor Certifications</u> (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 <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , 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 <u>801 CMR 24.07</u> , 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: X: _____ Date: <u>6-11-19</u> (Signature and Date Must Be Handwritten At Time of Signature) | | AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: <u>6/20/2019</u> (Signature and Date Must Be Handwritten At Time of Signature) | |
| Print Name: _____ | | Print Name: <u>Michael C. Blatus</u> | |
| Print Title: _____ | | Print Title: <u>Purchasing Director</u> | |

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| CONTRACTOR LEGAL NAME: (and d/b/a): _____ | | COMMONWEALTH DEPARTMENT NAME: Middlesex Sheriff's Office | |
| Legal Address: _____ | | MMARS Department Code: SDM | |
| Contract Manager: _____ | | Business Mailing Address: 400 Mystic Avenue 4th Floor Medford, MA 02155 | |
| E-Mail: _____ | | Billing Address (if different): _____ | |
| Phone: _____ Fax: N/A | | Contract Manager: Michael Blatus | |
| Contractor Vendor Code: VC 000858925 | | E-Mail: mblatus@sdm.state.ma.us | |
| Vendor Code Address ID (e.g. "AD001"): AD ____ | | Phone: 781-980-2806 Fax: 781-980-2802 | |
| (Note: The Address ID must be set up for EFT payments.) | | MMARS Doc ID(s): _____ | |
| NEW CONTRACT | | X CONTRACT AMENDMENT | |
| PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget) | | Enter Current Contract End Date <u>Prior</u> to Amendment, _____, 20 ____ Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input checked="" type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget) | |
| The following COMMONWEALTH TERMS AND CONDITIONS (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 | | | |
| 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. <input checked="" type="checkbox"/> 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.) <input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). | | | |
| <input checked="" type="checkbox"/> PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 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 (<u>31 c. 29, § 23A</u>); ____ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.) | | | |
| BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: This Amendment shows an increase in scope and budget for an Inmate Educational Tablet program. The contract covers tablet installation costs for multiple areas at the Middlesex Jail and House of Correction. Previous installation total of \$33,750.00 will increase an additional \$30,960.00. This contract also covers a per tablet per day cost which remains \$1.50 per tablet per day. The MSO will have the availability to utilize an additional 100 tablets, up to 300 tablets per day. This contract ends on 7/31/19. Expansion of access into additional PODs upon mutual agreement of both parties. | | | |
| ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> 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 <u>7/31/19</u> , 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 makes all certifications required under the attached <u>Contractor Certifications</u> (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 <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , 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 <u>801 CMR 21.07</u> , 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: X: _____ Date: <u>6-11-19</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____ | | AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Michael C. Blatus</u> Date: <u>6/20/2019</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Michael C. Blatus</u> Print Title: <u>Purchasing Director</u> | |

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| CONTRACTOR LEGAL NAME: (and d/b/a) | | COMMONWEALTH DEPARTMENT NAME: Middlesex Sheriff's Office | |
| Legal Address: _____ | | MMARS Department Code: SDM | |
| Contract Manager: _____ | | Business Mailing Address: 400 Myrtle Avenue 4th Floor Medford, MA 02155 | |
| E-Mail: _____ | | Billing Address (if different): _____ | |
| Phone: _____ Fax: N/A | | Contract Manager: Michael Blatus | |
| Contractor Vendor Code: _____ | | E-Mail: mblatus@edm.state.ma.us | |
| Vendor Code Address ID (e.g. "AD001"): AD _____ | | Phone: 781-880-2808 Fax: 781-880-2902 | |
| (Note: The Address ID must be set up for EFT payments.) | | MMARS Doc ID(s): _____ | |
| NEW CONTRACT | | X CONTRACT AMENDMENT | |
| PROCUREMENT OR EXCEPTION TYPE: (Check one option only) | | Enter Current Contract End Date Prior to Amendment: _____, 20____ | |
| <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other (Attach authorizing language/justification, scope and budget) | | Enter Amendment Amount \$: _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input checked="" type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other (Attach authorizing language/justification and updated scope and budget) | |
| The following COMMONWEALTH TERMS AND CONDITIONS (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 | | | |
| 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. | | | |
| <input checked="" type="checkbox"/> 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.) | | | |
| <input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended): _____ | | | |
| <input checked="" type="checkbox"/> PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <input type="checkbox"/> % PPD; Payment issued within 15 days <input type="checkbox"/> % PPD; Payment issued within 20 days <input type="checkbox"/> % PPD; Payment issued within 30 days <input type="checkbox"/> % PPD. If PPD percentages are left blank, identify reason: _____ agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (31 L. c. 29, § 23A), <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.) | | | |
| BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: This Amendment shows an increase in scope and budget for an Inmate Educational Tablet program. The contract covers tablet installation costs for multiple areas at the Middlesex Jail and House of Correction. Previous installation total of \$33,750.00 will increase an additional \$30,968.00. This contract also covers a per tablet per day cost which remains \$1.50 per tablet per day. The MSO will have the availability to utilize an additional 100 tablets, up to 300 tablets per day. This contract ends on 7/31/19. Expansion of access into additional PODs upon mutual agreement of both parties. | | | |
| ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: | | | |
| <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . | | | |
| <input type="checkbox"/> 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 . | | | |
| <input type="checkbox"/> 3. were incurred as of _____ 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 <u>7/31/19</u> , 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 makes all certifications required under the attached Contractor Certifications (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 Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , 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 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: | | AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: | |
| X: _____ Date: <u>6-11-19</u> | | X: <u>[Signature]</u> Date: <u>6/12/2019</u> | |
| (Signature and Date Must Be Handwritten At Time of Signature) | | (Signature and Date Must Be Handwritten At Time of Signature) | |
| Print Name: _____ | | Print Name: <u>Michael C. Blatus</u> | |
| Print Title: _____ | | Print Title: <u>Purchasing Director</u> | |

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/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

| | | | |
|---|--|--|--|
| CONTRACTOR LEGAL NAME: (and d/b/a): | | COMMONWEALTH DEPARTMENT NAME: Middlesex Sheriff's Office | |
| Legal Address: | | MMARS Department Code: SDM | |
| Contract Manager: | | Business Mailing Address: 400 Mystic Ave, Medford, MA 02155 | |
| E-Mail: | | Billing Address (if different): | |
| Phone: | | Contract Manager: Michael C. Blatus | |
| Fax: | | E-Mail: MBlatus@sdm.state.ma.us | |
| Contractor Vendor Code: | | Phone: 781-960-8206 Fax: 781-960-2902 | |
| Vendor Code Address ID (e.g. "ADU001"): AD | | IRS Doc ID(s): | |
| (Note: The Address ID Must be set up for EFT payments.) | | RFR/Procurement or Other ID Number: 13805 | |
| X NEW CONTRACT | | CONTRACT AMENDMENT | |
| PROCUREMENT OR EXCEPTION TYPE: (Check one option only) | | Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. | |
| <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget). <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget) | | Enter Amendment Amount: \$ _____ (or "no change") | |
| | | AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) | |
| | | <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) | |
| | | <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) | |
| | | <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) | |
| | | <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget) | |
| The following COMMONWEALTH TERMS AND CONDITIONS (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 | | | |
| 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. | | | |
| <input checked="" type="checkbox"/> 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.) see attached | | | |
| <input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or New Total if Contract is being amended). \$ _____ | | | |
| PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 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 (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay 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.) | | | |
| This contract is for an Inmate Educational Tablet Program. The contract covers tablet installation costs for 5 areas at the Middlesex Jail and House of Correction totaling \$33,750.00. This contract also covers a per tablet per day cost, which is \$1.50 per tablet per day. The MSO will utilize between 150 and 200 tablets per day. This is a 1 year contract, start date and end date to be determined. There are no options for renewal. | | | |
| ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: | | | |
| <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . | | | |
| <input type="checkbox"/> 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 . | | | |
| <input type="checkbox"/> 3. were incurred as of _____, 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 <u>7/31/19</u> 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 makes all certifications required under the attached Contractor Certifications (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 Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , 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 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: | | AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: | |
| X: _____ Date: <u>4/5/18</u> | | X: <u>Michael C. Blatus</u> Date: <u>8/20/2018</u> | |
| (Signature and Date must be handwritten At Time of Signature) | | (Signature and Date must be handwritten At Time of Signature) | |
| Print Name: _____ | | Print Name: <u>Michael C. Blatus</u> | |
| Print Title: _____ | | Print Title: <u>Purchasing Director</u> | |

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "A0001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement: Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc IDs, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) See Amendments, Suspensions, and Termination Policy.

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. 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 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.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an Interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

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Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contract rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, s. 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year (then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, s.9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CIR may adjust encumbrances and payments

in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, s.9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretarial signoff, evidence of Secretarial signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and 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:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, s. 39R; G.L. c. 149, s. 27C; G.L. c. 149, s. 44C; G.L. c. 149, s. 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations

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(unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29 § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11: New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 931 and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 931 for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access,

disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 21A, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 USC Sec. 12101 et seq., the Rehabilitation Act; 29 USC c. 16, s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45 (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 195D; G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7, s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency,

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal

information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract; and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



COMMONWEALTH TERMS AND CONDITIONS

12. Waiver. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Interpretation, Severability, Conflicts With Law, Interpretation. Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be

superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1, of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____

(signature)

Print Name: _____

Title: _____

Date: _____

(Check One): ☒ Organization ☐ Individual

Full Legal Organization or Individual Name: _____

Doing Business As: Name (If Different): _____

Tax Identification Number: _____

Address: _____

Telephone: _____

FAX: _____

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Form), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108 in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

| AUTHORIZED SIGNATORY NAME | TITLE |
|---------------------------|-------|
| | |
| | |
| | |
| | |
| | |

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

signature

Date: 11/15/17

Title: CEO

Telephone:

Fax: —

Email: }

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE: N/A

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title: CEO

X

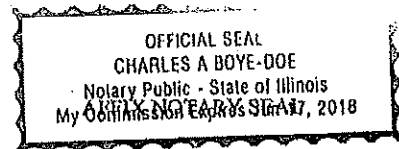
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, CHARLES A. BOYE-DOE (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

NOVEMBER 16, 20 17

My commission expires on: JUNE 17, 2018



I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE: N/A



COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE COMPTROLLER
Electronic Funds Transfer Sign Up Form

Request type must be checked: ☐ Initial Request ☒ Changing Existing Account ☐ Closing Account

I, _____ hereby certify that the account/s indicated on this form is under my direct control and access; therefore, I authorize the State Treasurer as fiscal agent for the State of Massachusetts to initiate, change or cancel credit entries to that account/s as indicated on this form. For ACH debits consistent with the International ACH Transaction (IAT) rules check one:

☒ I affirm that payments authorized hereunder are not to an account that is subject to being transferred to a foreign bank account.

☐ I affirm that payments authorized hereunder are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Office of Comptroller has received written notification, from either me or an authorized officer of organization of the account's termination in such time and in such a manner as to afford CTR a reasonable opportunity to act upon it.

VENDOR BANK INFORMATION

Vendor Bank Name: _____
Vendor Bank Transit Number (ABA): _____
Vendor Bank Account Number: _____
Account Type: _____

Filling out this field is a requirement for changing account number

Vendor Bank Old Account Number: _____
Account Type: _____

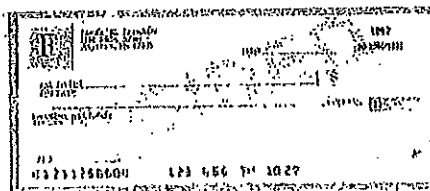
VENDOR INFORMATION

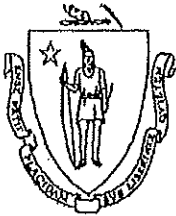
Vendor Tax Identification Number (TIN): _____
Vendor/Business Name: _____
Vendor Contact Name: _____
E-mail: _____
Telephone: _____
Address: _____
City: _____

This authorization will remain in effect until either canceled in writing or an updated form changing information is sent to the Department you currently do business with.

AUTHORIZED SIGNATURE: _____
Print Name: _____ Title: _____ Date: 11/15/17

Form forwarded to Commonwealth Department: _____
Attached voided check here:





COMMONWEALTH OF MASSACHUSETTS
Prompt Pay Discount Form
(Invoice discounts for receiving fast payments)

Revised 3/9/07

Bidder Name: _____
Vendor Code (VCCSI): _____
Contract/RFR Number(s): _____

Prompt Payment Discounts (PPD). All contractors/vendors doing business with the Commonwealth must provide a Prompt Payment Discount (PPD) for receiving early payments unless the Contractor/vendor can provide compelling proof that providing a prompt pay discount would be unduly burdensome. Contractors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Contractors who agree to accept Electronic Funds Transfer (EFT) increase the prompt pay benefit by ensuring that funds are paid directly to their designated bank accounts, thus eliminating the delay of check clearance policies and traditional mail lead time. Payments processed through the state accounting system (MMARS) can be tracked and verified through the Comptroller's Vendor Web system using the Vendor/Customer Code assigned to you by a Commonwealth department.

The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. While Bidders/Contractors have flexibility in determining the actual % discount(s) offered to the Commonwealth, the discount(s) must be identified for 10, 15, 20 and/or 30 days for payment issuance in the column entitled "% Discount Off Proposed Price" below. The Commonwealth may use the prompt pay discounts submitted as a basis for selection and may negotiate discounts as deemed in the best interest of the Commonwealth. The requirement to offer PPD discounts may be waived by the Commonwealth on a case-by-case basis if participation in the program would be unduly burdensome, provided the specific reason for the hardship is outlined below.

All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed below and in accordance with the Commonwealth's Bill Paying Policy. Payment days will be measured from the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, whichever is later to the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Contractor.

If internal Bidder/Contractor systems require an alternate method of measuring payment issue dates, the Bidder/Contractor must note the issues below or on an attached page if necessary to be considered by the PMT. In cases where the Bidder/Contractor considers that offering a Prompt Payment Discount would be a hardship, the Bidder must clearly define the issues and reasons for said hardship. *Providing volume discounts or other discounts on prices is not considered a hardship, since the PPD provides the additional benefit of early cash flow for the Contractor.*

Enter the Prompt Payment Discount percentage (%) off the invoice payment, for each of the payment issue dates listed, if the payment is issued within the specified Payment Issue days. For example:

5% - 10 Days
4% - 15 Days
3% - 20 Days
2% - 30 Days

If no discount is offered enter 0%

| Prompt Payment Discount % | Payment Issue Date w/in |
|---------------------------|-------------------------|
| 0 % | 10 Days |
| 0 % | 15 Days |
| 0 % | 20 Days |
| 0 % | 30 Days |

The Contractor is unable to provide a prompt payment discount due to the following hardship:

Contractor/Bidder Authorized Signature [Signature] Date: 11/15/17

Contractor/Bidder Authorized Signatory Print Name and Title: _____

Request for Taxpayer Identification Number and Certification

Completed form should be
given to the requesting
department or the department
you are currently doing
business with.

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specillo instruction on page 2)

Business name, if different from above, (See Specillo instruction on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Other

Legal Address: number, street, and apt. or suite no.

Remittance Address: If different from legal address number, street, and apt. or suite no.

City, state and ZIP code

City, state and ZIP code

Phone #

Fax # ()

Email address: *info@edov.com*

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2. Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

- -

OR

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts state employee; (check one): No ☐ Yes ☐ If yes, in compliance with the State Ethics Commission requirements.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here

Authorized Signature

[Signature]

Date *11/15/17*

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding.

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

conditions. This is called backup withholding.

Payments that may be subject to backup withholding include interest, dividends, broker and dealer exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only, or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If your fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as" (DBA) name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3878) or from the IRS's Internet Web Site www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments.

The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Part II - Certification

To establish to the paying agent that your TIN is correct or you are a U.S. person, or resident alien, sign Form W-9.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MBA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payors must generally withhold a designated percentage, currently 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number to Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ The minor ² |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The grantor-trustee ¹ |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 5. Sole proprietorship | The owner ³ |
| For this type of account: | Give name and EIN of: |
| 6. Sole proprietorship | The owner ³ |
| 7. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 8. Corporate | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

If you have questions on completing this form, please contact the Office of the State Comptroller, (617) 873-2488.

Upon completion of this form, please send it to the Commonwealth of Massachusetts Department you are doing business with.



Middlesex Sheriff's Office

Addendum #1

CENTRAL PURCHASING DEPARTMENT

November 2, 2017

Inmate Educational Tablet Program Price Quotation Solicitation

Addendum #1: Prevailing Wage Rates for Tablet Installation and Site Visit Time Change

Prevailing Wage Rates for Tablet Installation

Please be advised that prevailing wage rates apply for all labor associated with the tablet installation when the installation that is being performed is permanently affixed to the building, building system or structure. This includes hard wiring, carpentry, component replacements to the building and any other building structure alteration.

An updated pricing sheet is attached to this addendum. Please submit the updated pricing sheet with your response and omit the original pricing sheet.

A prevailing wage sheet has been provided for your reference and is attached to this addendum.

Site Visit Time Change

The site visit is schedule for Tuesday, November 7th, 2017 at 10:00am EST.

Signature of receipt: _____

A handwritten signature in black ink, appearing to be "J. H. [unclear]", is written over a horizontal line.

Printed Name: _____

Please include this signed addendum with your price quotation

PLEASE SEE FINAL UPDATED PRICE QUOTATION SHEET ON ADDENDUM #2

V. Updated Price Quotation Sheet:

Solicitation of Written Price Quotations for Inmate Educational Tablet Program

All fields are required on this form

Per Tablet Per Day Cost: _____

Installation Costs (please apply prevailing wage rates where applicable):

- Installation Costs for Dorm 1: _____
- Installation Costs for Dorm 2: _____
- Installation Costs for Dorm 3: _____
- Installation Costs for Dorm 4: _____
- Installation Costs for Tier Building Dorm: _____

Estimated time-line from contract award for Installation and Program Start up:

Tablet size and type: _____

Was Site Visit Attended? (yes or no): _____

Addendum Received? (yes or no) _____ Please include signed addendum

Vendor Name: _____

Address: _____

Contact Person's Name and Number: _____

Authorized Signature for Vendor: _____

Date: _____ Phone: _____

Fax: _____ Email: _____

Website: _____

Commonwealth of Massachusetts State Contract Number: _____

Price Quotations must clearly outline the proposed tablet program and all contents associated with the program.



Middlesex Sheriff's Office

Addendum #2

CENTRAL PURCHASING DEPARTMENT

November 14, 2017

Inmate Educational Tablet Program Price Quotation Solicitation

Addendum #2: Questions and Answers, Updated Pricing Sheet and Additional Tablet Locations and Technical Specifications

Additional Tablet Locations

Please be advised that this price quotation solicitation will include 2 *additional* areas for potential use of the tablet program:

- POD C
- POD D

Please note it is expected that the tablets will be used inside the POD cells with the cell doors closed. The specific locations where the tablet program will be implemented are at the discretion of the MSO and are subject to change throughout the duration of the contract. An updated pricing sheet is attached to this addendum. Please submit the final updated pricing sheet with your response and omit the original pricing sheet. The awarded vendor is responsible for all installation costs associated with these areas.

Signature of receipt: _____

A handwritten signature in black ink, appearing to read "J. H. Hill", is written over a horizontal line.

Printed Name: _____

Please include this signed addendum with your price quotation.

V. Final Updated Price Quotation Sheet:

Solicitation of Written Price Quotations for Inmate Educational Tablet Program

All fields are required on this form

Per Tablet Per Day Cost: \$1.50

Installation Costs (please apply prevailing wage rates where applicable):

- Installation Costs for Dorm 1: \$4,405
- Installation Costs for Dorm 2: No Cost - Edovo is already deployed in this area
- Installation Costs for Dorm 3: No Cost - Edovo is already deployed in this area
- Installation Costs for Dorm 4: \$4,405
- Installation Costs for Tier Building Dorm HUMV: \$7,555
- Installation Costs For POD C: \$18,150
- Installation Costs for POD D: \$18,150

Estimated timeline from contract award for Installation and Program Start up:

90 Days

Tablet size and type: Samsung 7" Tab 4 Device

Was Site Visit Attended? (yes or no): Yes

Addendum 1 & 2 Received? (yes or no) Yes Please include signed addendum

Vendor Name: Jail Education Solutions, Inc. d/b/a Edovo

Address: 215 W Superior St, Suite 600 Chicago, IL 60654

Contact Person's Name and Number: David Northridge

Authorized Signature for Vendor: [Signature]

Date: 11/20/17 Phone: 312-757-5533

Fax: Email: david.northridge@edovo.com

Website: www.edovo.com

Commonwealth of Massachusetts State Contract Number:

VII. REFERENCE FORM

Title: Solicitation of Written Price Quotations for Inmate Tablet Education Program

Company Name: _____

Bidder must provide 3 references for contracts of similar size and scope to this contract or closely related contracts. Attach additional sheets if necessary.

Reference: Allegheny County Jail, Pennsylvania (2,500 ADP)

Address: 950 Second Avenue, Pittsburgh, PA 15219

Contact: _____

Phone: _____

Fax: n/a email: _____

Description and date(s) of supplies or services provided:

Contract Start Date: 06/05/2015 (Contract expansion 06/06/2016) - Present
Allegheny County uses Edovo for educational programming and benefits greatly from the behavioral advantages of having deployed tablets. Allegheny has a goal to eventually deploy tablets within the entire facility

Reference: Madera County Jail, California (400 ADP)

Address: 14191 Rd 28, Madera, CA 93638

Contact: _____

Phone: _____

Fax: n/a email: _____

Description and date(s) of supplies or services provided:

Contract Start Date: 02/18/2016 - Present
Edovo provides tablets to all inmates along with our educational suite and the required network services and infrastructure to serve as the core educational programming. Prior to Edovo, the County struggled to provide educational services to all inmates and the program has been extremely well received among staff and inmates, professional, supportive, and technical staff.

Reference: Sonoma County Jail, California (940 ADP)

Address: 2777 Ventura Ave, Santa Rosa, CA 95403

Contact: _____

Phone: _____

Fax: n/a email: J .org

Description and date(s) of supplies or services provided:

Contract Start Date: 11/17/2016 - Present
Contract of 460 tablets in their main adult detention and north county facility. On average, over 5,000 hours are used on the tablets across both facilities. Sonoma has invested time and energy by numerous staff members to be engaged with the program and facility tablet usage across the jail.

Persons submitting a bid or response to provide supplies or services to your jurisdiction, or to purchase supplies from your jurisdiction, must submit a certification of non-collusion and tax compliance. It is a good idea to include these forms in your IFB. The certificate of non-collusion must be submitted with the bid.

The undersigned certifies under penalties of perjury that this bid or response has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting bid or response Name of business

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and vendors, and withholding and remitting child support.

Name of business 200

Commonwealth of Massachusetts

Middlesex Sheriff's Office

**Solicitation of Written Price Quotations
for an
Inmate Educational Tablet Program**

October 26, 2017

I. General Information and Price Quotation Submission Requirements:

The Middlesex Sheriff's Office (MSO) is in the process of soliciting written price quotations for an Inmate Educational Tablet Program at the Middlesex Jail and House of Correction at 269 Treble Cove Rd, Billerica, MA. All written price quotations must be received by 2pm EST on Tuesday, November 21, 2017. Price quotations received after the deadline will not be considered for contract award. Please email all price quotations to Lindsey Hancock at LHancock@sdm.state.ma.

This contract will be awarded for one (1) year and is subject to the appropriation of sufficient funding. Contract award notification will be made within 30 days, with an anticipated start date of January 1, 2018, unless a different date is mutually agreed upon by both parties. If you have any questions please contact Lindsey Hancock, at 781-960-2843.

Questions concerning this price quotation must be submitted in writing to Purchasing Director Michael C. Blatus via email at MBlatus@sdm.state.ma.us prior to noon on Monday, November 13th, 2017. All email messages must include the following language in the subject line: Questions Regarding Inmate Educational Tablet Program.

Price quotations must clearly outline the proposed tablet program and all contents associated with the program, which must meet all of the criteria set forth in Section II: Product/Program Description and Section III: Minimum Qualifications.

Vendors may be required and should be prepared to provide a presentation of the tablet program to the MSO staff upon request.

II. Product/Program Description:

The purpose of the inmate tablet program is to provide students with an opportunity to access education through a successful evidence based program that offers individualized learning and growth opportunity through the use of a tablet. The minimum requirements for this program include the following:

- The tablets must have secure access with no external communication or access to the internet;
- The MSO must have access to 150-200 tablets daily throughout the contract duration. Exact figure to be determined by the MSO. The figure may fluctuate from month to month throughout the contract. These are estimates only;
- The awarded vendor must provide a charging cart for each area. Each charging cart must have a sufficient amount of chargers to support the number of tablets being used in each given area, which is estimated at 40 per housing unit. Each tablet shall have a charger. Charging carts must have a lock feature that prevents access to the tablets when they are not in use;

- On-site training for staff and students must be provided immediately following contract award as well as additional training as needed throughout the contract term;
- The awarded vendor must provide a link on each tablet for software support so that tablet users can work directly with the vendor to solve any issues. A demonstrated ability to respond quickly to issues is mandatory. If the issue cannot be solved remotely, on-site support will be provided within 24 hours;
- The tablets must have the potential to integrate with other facility service providers such as online legal library, commissary and inmate phones;
- Pricing structure *must* operate on a per tablet, per day cost;
- The programs must be specifically designed for corrections, targeting the inmate population;
- The tablets must have an open platform which will allow the MSO to download customized programs, courses and content at the MSO's discretion;
- The programs provided by the awarded vendor on the tablet must be diverse and expansive, covering areas such as basic education and literacy, GED and HiSet preparation, vocational skills, life skills, employment skills, personal finance, health and wellness, religion/spirituality, ESL, treatment courses and practice exams;
- The program must use an incentive-based approach to education, providing rewards for educational progress through certificates and entertainment features on the tablet. The program must also include an option to disable all entertainment features on the tablets for particular housing units;
- Certificates will be awarded when a user achieves a score of 75% or higher in any course or test. Users may re-take course or test until a passing score is achieved;
- The tablets must be able to cater to individuals who speak Spanish as a primary language with programming solely in Spanish;
- The program must have individual profiles for each user;
- All vendors submitting a price quotation must use an evidence based curriculum and target criminogenic needs known to drive recidivism. The price quotation must include information to support this;
- Monthly reporting must be submitted to the MSO which will include usage in specific categories, including:
 - Student usage: login history, number of minutes engaged, course statuses, certificates;
 - Course usage: number of student completions, number of student participants, number of hours engaged;
- The program should have the ability to produce customized reports that are configured by the MSO;
- Individualized usage reports and transcripts should be easily accessed through the tablet program providing data analysis and intelligence gathering;
- The tablet program must provide the MSO with administrative options to manage, add, browse, block or monitor the programs and content on the tablets. Administrators must be able to track and control every keystroke made on the tablets;

- Proactive tablet monitoring must be done by the awarded vendor to flag suspicious activity or usage in areas that may be questionable;
- The MSO will provide preference in contract award to vendors who have a partnership with local colleges, offering the potential for students to pursue college credits or vocational certificates;
- The awarded vendor must work in conjunction with the MSO to update the curriculum throughout the length of the contract which will work toward reducing recidivism;
- The MSO must have the capability to upload material and special messages from the MSO administration as needed;

Tablet Description

Each tablet must be encased in clear rugged hardware that is custom fit to the tablet, aimed to prevent shattering and damage. Tablets must have a minimum of a 7 inch touchscreen display. The awarded vendor must replace all equipment that becomes defective or unusable at no cost to the MSO. The MSO security department must approve the tablet and any additional hardware prior to program implementation. All tablets must be designed for a correctional environment and have correctional grade casing and network security. The MSO may request to view the tablet and accompanying hardware after price quotations are submitted.

Technical Aspects

It will be the responsibility of the awarded vendor to create the secure, separate network for these devices. The tablets must connect to 1 wireless access point. The awarded vendor will be responsible for the end point connection with the capability to increase access points as needed throughout the contract. All wiring expenses will be the responsibility of the awarded vendor. Upon contract award, the MSO will need an access point for 5 separate locations, Dorms 1, 2, 3 & 4 and the Tier Building Dorm. Specific locations are subject to change. For these locations, the MSO will provide 1 drop per unit back to an MDF/IDF and the fiber connection between the MDF/IDF rooms. If there is expansion of the program in additional areas after contract award, in most instances MSO will provide 1 drop per housing unit back to an MDF/IDF room and the fiber connection between the MDF/IDF rooms; however, this will not be determined prior to contract award.

Additional Features

The awarded vendor must provide the MSO with a non-educational tablet feature that will generate commission based revenue to help support the program. An example of an additional feature would be a text messaging component that can be purchased by friends, family or an inmate. The incentive based educational program is not commission based. All price quotations must clearly outline and explain the additional feature along with the commission based pricing structure.

Site Visit

There will be an optional site visit scheduled for Tuesday, November 7th, 2017 at 1:00pm EST at The Middlesex Jail and House of Correction, 269 Treble Cove Rd, Billerica, MA.

01862. All site visits will be coordinated by Lindsey Hancock who can be reached at 781-960-2843. Anyone who is attending the site visit must first pass a security clearance. All questions generated from this site visit will be recorded and answered at a later time via email and sent out to all bidders on record of possessing bid documents.

Security Clearance

All visitors who report to the Middlesex Jail and House of Correction at 269 Treble Cove Rd, Billerica, MA, must first pass an MSO approved security clearance prior to gaining access to the facility. They must also adhere to all MSO security policies.

Purchase Orders

All supplies and services completed under this contract require a formal government issued Purchase Order (PO) prior to any supplies or services being received. The PO will be issued by the MSO Central Purchasing Department.

Invoices

The awarded vendor must submit monthly invoices that highlight services rendered. Invoices shall include the number of tablets in use per month multiplied by the per tablet cost per day. The MSO abides by the Massachusetts Comptrollers Bill Payment Policy in which payment will be made within 45 days of receipt of an invoice.

Prison Rape Elimination Act (PREA) Compliance

The contract awarded vendor and all of their personnel will be expected to understand and comply with all PREA standards. All staff training and documentation related to the trainings will be the responsibility of the contract awarded vendor pursuant to 28C.F.R. § 115.31, §115.32 and §115.35.

Subcontracting Policies

Prior written approval by the MSO Purchasing Director is required for any subcontracted service of this contract. The awarded vendor is responsible for the satisfactory performance and adequate oversight of its subcontractors.

III. Minimum Qualifications:

- Must be in business for a minimum of 1 year;
- Must have a minimum of 3 references for services of similar size and scope;
- Must provide evidence of success in other correctional settings;
- All programming must be specifically designed for Corrections;

IV. Rule for Award:

This contract will be awarded to the most responsive and responsible vendor who meets all of the qualifications and offers the MSO the best overall value. The MSO will award the contract based on pricing, references, experience, partnerships with local colleges and additional tablet features to generate revenue.

V. Price Quotation Sheet:

Solicitation of Written Price Quotations for Inmate Educational Tablet Program

Per Tablet Per Day Cost: _____

Installation Cost per Drop: _____

Estimated time-line from contract award for Installation and Program Start up:

Tablet size and type: _____

Was Site Visit Attended? (yes or no): _____

Vendor Name: _____

Address: _____

Contact Person's Name and Number: _____

Authorized Signature for Vendor: _____

Date: _____ **Phone:** _____

Fax: _____ **Email:** _____

Website: _____

Commonwealth of Massachusetts State Contract Number: _____

Price Quotations must clearly outline the proposed tablet program and all contents associated with the program.

Required Forms

The awarded vendor is prohibited from requiring the MSO to sign any forms, contracts or other documentation that contains any terms or conditions not expressly approved by the Commonwealth of Massachusetts Operational Services Division. In addition to the information requested in the scope of work, all responses must include the following completed forms and information in the order in which they are listed:

- A) Signed Price Quotation;
- B) Business Reference Form (Middlesex Sheriff's Office reference not acceptable);
- C) Tax Compliance Certification Instructions/Non-Collusion Form;
- D) Commonwealth Terms and Conditions;
- E) Commonwealth of Massachusetts W-9 Form;
- F) Contractor Authorized Signatory Listing Form;
- G) Authorization For Electronic Funds Payment Form;
- H) Prompt Pay Discount Form;

VI. Non-Collusion Form and Tax Compliance Form:

Persons submitting a bid or response to provide supplies or services to your jurisdiction, or to purchase supplies from your jurisdiction, must submit a certification of non-collusion and tax compliance. It is a good idea to include these forms in your IFB. The certificate of non-collusion must be submitted with the bid.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or response has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting bid or response Name of business

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and vendors, and withholding and remitting child support.

Signature of person submitting bid or response

Name of business

VII. REFERENCE FORM

Title: Solicitation of Written Price Quotations for Inmate Tablet Education Program

Company Name: _____

Bidder must provide 3 references for contracts of similar size and scope to this contract or closely related contracts. Attach additional sheets if necessary.

Reference: _____

Address: _____

Contact: _____

Phone: _____

Fax: _____

Description and date(s) of supplies or services provided:

Reference: _____

Address: _____

Contact: _____

Phone: _____

Fax: _____

Description and date(s) of supplies or services provided:

Reference: _____

Address: _____

Contact: _____

Phone: _____

Fax: _____

Description and date(s) of supplies or services provided:

VIII. Contract Terms and Conditions:

By signing this response, the bidder acknowledges and agrees to the following conditions:

- 1) Unless otherwise stated the quantities stated are estimates only.
The MSO reserves the right to purchase the items specified in any amount less than the estimated amount.
- 2) All prices will include freight charges. **No orders will be shipped without a formal purchase order number issued by the Central Purchasing Dept.**
- 3) The Middlesex Sheriff's Office reserves the right to reject any or all responses, or to accept separate items in a response, all as deemed in the best interest of the Middlesex Sheriff's Office.
- 4) If samples are requested they must be furnished at the vendor's expense.
- 5) All supplies must be properly packaged; damaged supplies will not be accepted.
- 6) Rejected supplies will be returned to the vendor at the vendor's sole risk and expense.
- 7) The vendor shall comply with all applicable federal, state and local laws.
- 8) Where the unit price and total price are at variance, the unit price will prevail.
- 9) The Middlesex Sheriff's Office is exempt from the following taxes: sales, excise and federal transportation taxes.
- 10) The vendor shall defend at its sole cost and expense, including attorney's fees, actions or claims brought against the Middlesex Sheriff's Office from loss, cost, judgment, expense or damage by reason of actual or alleged infringement of patent, royalties or damages arising from the transaction.
- 11) In performance of this contract, the vendor shall not discriminate on the grounds of race, color, religion, origin age or gender in employment practices or in selection of subcontractors, and in the procurement of material or rental of equipment. The Middlesex Sheriff's Office may cancel or terminate the contract for any violation of this condition.
- 12) The Middlesex Sheriff's Office reserves the right to award this RFR, item by item, or in whole, which ever it deems in the best interest of the Middlesex Sheriff's Office.
- 13) Vendors will be required to give a list of purchases, made by the Middlesex Sheriff's Office, for the contracted year.



Middlesex Sheriff's Office

Addendum #1

CENTRAL PURCHASING DEPARTMENT

November 2, 2017

Inmate Educational Tablet Program Price Quotation Solicitation

Addendum #1: Prevailing Wage Rates for Tablet Installation and Site Visit Time Change

Prevailing Wage Rates for Tablet Installation

Please be advised that prevailing wage rates apply for all labor associated with the tablet installation when the installation that is being performed is permanently affixed to the building, building system or structure. This includes hard wiring, carpentry, component replacements to the building and any other building structure alteration.

An updated pricing sheet is attached to this addendum. Please submit the updated pricing sheet with your response and omit the original pricing sheet.

A prevailing wage sheet has been provided for your reference and is attached to this addendum.

Site Visit Time Change

The site visit is schedule for Tuesday, November 7th, 2017 at 10:00am EST.

Signature of receipt: _____

Printed Name: _____

Please include this signed addendum with your price quotation

V. Updated Price Quotation Sheet:

Solicitation of Written Price Quotations for Inmate Educational Tablet Program

All fields are required on this form

Per Tablet Per Day Cost: _____

Installation Costs (please apply prevailing wage rates where applicable):

- Installation Costs for Dorm 1: _____
- Installation Costs for Dorm 2: _____
- Installation Costs for Dorm 3: _____
- Installation Costs for Dorm 4: _____
- Installation Costs for Tier Building Dorm: _____

Estimated time-line from contract award for Installation and Program Start up:

Tablet size and type: _____

Was Site Visit Attended? (yes or no): _____

Addendum Received? (yes or no) _____ Please include signed addendum

Vendor Name: _____

Address: _____

Contact Person's Name and Number: _____

Authorized Signature for Vendor: _____

Date: _____ Phone: _____

Fax: _____ Email: _____

Website: _____

Commonwealth of Massachusetts State Contract Number: _____

Price Quotations must clearly outline the proposed tablet program and all contents associated with the program.

Required Forms

The awarded vendor is prohibited from requiring the MSO to sign any forms, contracts or other documentation that contains any terms or conditions not expressly approved by the Commonwealth of Massachusetts Operational Services Division. In addition to the information requested in the scope of work, all responses must include the following completed forms and information in the order in which they are listed:

- A) Signed Price Quotation;
- B) Business Reference Form (Middlesex Sheriff's Office reference not acceptable);
- C) Tax Compliance Certification Instructions/Non-Collusion Form;
- D) Commonwealth Terms and Conditions;
- E) Commonwealth of Massachusetts W-9 Form;
- F) Contractor Authorized Signatory Listing Form;
- G) Authorization For Electronic Funds Payment Form;
- H) Prompt Pay Discount Form;

Inmate Educational Price Quotation Award Explanation:

Non-Award to Securus:

- The Solicitation required an incentive-based approach to education which provides rewards for educational progress through certificates and entertainment features on the tablet.
 - The response did not explain an incentive based approach to education. The bid explains the education modules which do not include entertainment incentives for educational progress;
- The Solicitation indicates that the educational program is not a commission based program.
 - The response indicates that the inmates will be charged for entertainment features such as games, music and movies.
- The bid asked for an additional feature that would generate commission based revenue to help support the program along with the commission based pricing structure.
 - The response did not provide a commission based pricing structure so it is unclear if the additional features would generate revenue for the MSO.

Question and Answers

- 1) In the Dorms, if the vendor needed to locate a switch, is there a specific area it needs to go?
 - a. There is a small rack at the officer's station for space or switch can be installed in MDF (Main Distribution Frame) rooms.
- 2) How many inmates can be housed in each Dorm?
 - a. 60 inmate beds per dorm.
- 3) Will the tablets be used inside the cells?
 - a. Yes.
- 4) How many inmates can be housed in the PODS?
 - a. 126.
- 5) Are the 3 MDF rooms connected?
 - a. MDF rooms are connected via single mode fiber.
- 6) For the wiring of the HUMV unit (tier bldg. dorm), does it go directly below to connect to the tier bldg. telephone/MDF room?
 - a. Yes.
- 7) What is the length/distance from the patch panel to Dorm 2?
 - a. Distance from DORM2 to Pod Expansion MDF via CAT5 is 181 Feet.
- 8) What are the dimensions of the PODS?
 - a. 76 feet long, width varies from 36 feet at officer's station, to widest point in the middle at 39 feet and the far narrow end is 32 feet.
- 9) Is there room to pull wires from the MDF room to the POD units or will the awarded vendor just be responsible for the wiring from one end of the unit to the other?
 - a. Vendor will work with MSO to determine exact locations, size of conduit and wiring requirements. Vendors may elect to run new cat6 wiring from the POD Expansion MDF room to Dorm 2, or Vendor may want to use existing wiring. There WILL need to be additional wiring installed in POD (C & D) again, if the vendor feels that one wireless access point is needed, then they will be running one cat6 cable. If they feel that they need 5 wireless access points, and then they could install 5 cat6 runs, alternatively, they could choose to run fiber and install a switch in the POD then have the runs come from that switch to the final locations of the wireless access points.

- 10) What is the distance from the MDF room to the PODS?
a. Distance from PODC to Pod MDF is 294 Feet.
- 11) What is the distance from the HUMV (tier bldg. dorm) wiring path into the unit?
a. Distance from HUMV to Tier Bldg MDF is less than 200 Feet.
- 12) Does fiber run from the MDF room to the PODS?
a. No. MDF to PODS uses Category 5 network cable drops.
- 13) Is conduit necessary in PODS C & D?
a. Yes – the final locations will be reviewed by IT/Facilities/Security.
- 14) Do security screws need to be used and where?
a. Security screws should be used in ALL inmate areas.
- 15) Is there fiber running from the old MDF to the new MDF that we can use? If so, what type of fiber is it?
a. Yes you can use this fiber and there is fiber between all three MDF's – Single Mode Fiber with various types of connectors depending on the route.
- 16) On your form, "Electronic Funds Transfer Sign Up Form," you requested we send a voided check. Instead, we will provide a letter providing all that information. Is that acceptable to The County? Also, we would like to keep this very confidential. As this is an email submission, may we provide two emails—one with the response, and the other, marked confidential in the file name, as CONFIDENTIAL
a. No voided check needed at this time. Yes to two emails if desired.
- 17) Also, as this is an email submission, do you have specific text you would like us to include in the subject line? We assume an attached PDF file will be compliant with your requirements here. Can you please confirm that?
a. Inmate Education Tablet Program Price Quotation / Yes.

Price Quotations must clearly outline the proposed tablet program and all contents associated with the program.

- A) Signed Price Quotation;
- B) Business Reference Form (Middlesex Sheriff's Office reference not acceptable);
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Middlesex Sheriff's Office

Addendum #2

CENTRAL PURCHASING DEPARTMENT

November , 2017

Inmate Educational Tablet Program Price Quotation Solicitation

Addendum #1: Additional Tablet Locations and Technical Specifications

Additional Tablet Locations

Please be advised that this price quotation solicitation will include 2 *additional* areas for potential use of the tablet program:

- POD C
- POD D

The specific locations where the tablet program will be implemented is at the discretion of the MSO and is subject to change throughout the duration of the contract. An updated pricing sheet is attached to this addendum. Please submit the final updated pricing sheet with your response and omit the original pricing sheet. The awarded vendor is responsible for all installation costs associated with these areas.

Technical Aspects

Signature of receipt: _____

Printed Name: _____

Please include this signed addendum with your price quotation

V. Final Updated Price Quotation Sheet:

Solicitation of Written Price Quotations for Inmate Educational Tablet Program

All fields are required on this form

Per Tablet Per Day Cost: _____

Installation Costs (please apply prevailing wage rates where applicable):

- Installation Costs for Dorm 1: _____
- Installation Costs for Dorm 2: _____
- Installation Costs for Dorm 3: _____
- Installation Costs for Dorm 4: _____
- Installation Costs for Tier Building Dorm: _____
- Installation Costs For POD C: _____
- Installation Costs for POD D: _____

Estimated time-line from contract award for Installation and Program Start up:

Tablet size and type: _____

Was Site Visit Attended? (yes or no): _____

Addendum 1 & 2 Received? (yes or no) _____ Please include signed addendum

Vendor Name: _____

Address: _____

Contact Person's Name and Number: _____

Authorized Signature for Vendor: _____

Date: _____ Phone: _____

Fax: _____ Email: _____

Website: _____

Commonwealth of Massachusetts State Contract Number: _____

Price Quotations must clearly outline the proposed tablet program and all contents associated with the program.

Required Forms

The awarded vendor is prohibited from requiring the MSO to sign any forms, contracts or other documentation that contains any terms or conditions not expressly approved by the Commonwealth of Massachusetts Operational Services Division. In addition to the information requested in the scope of work, all responses must include the following completed forms and information in the order in which they are listed:

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An Educational Tablet for Corrections

EDOVO PRICE QUOTATION RESPONSE:

Inmate Educational Tablet Program

Presented to:
Middlesex Sheriff's Office, MA

EDOVO PROPOSAL



215 W. Superior St., Suite #600
Chicago, IL 60654
www.edovo.com
info@edovo.com
312.757.5533

Michael C. Blatus
Purchasing Director
Middlesex Sheriff's Office
269 Treble Cove Rd.
Billerica, MA 01862

11/20/17

Dear Mr. Blatus,

Thank you for your leadership in seeking out technology solutions to improve the outcomes for all who work and reside at your facility. As current partners of Middlesex, we are enthusiastic about the opportunity to submit a proposal and are confident we can meet your outlined needs. Edovo is the national leader in inmate tablet education, and has proven its worth in your facility. By selecting Edovo, not only will you continue to get the best product in market, but our familiarity with the staff, mission, and facilities means we can also give the best service.

What makes Edovo truly different is our passion for results, depth of content, and effective methods of delivery. Even as we introduce new messaging options, we carefully consider how we can use it as a tool for rehabilitation and education, while also balancing security and the needs of the facility. In all we do, we want to ensure we provide the platform that transforms facilities and truly engages the user.

We appreciate your consideration and look forward to the opportunity to implement a transformative educational tablet program within Middlesex County House of Corrections. This is our passion, and we want Middlesex to be the model of smart technology. Mitch Peterman will be your pre-award contact, and available to answer any clarifications you may have at

Sincerely,

A handwritten signature in dark ink, appearing to be "Mitch Peterman", is written over the signature line. The signature is stylized and somewhat cursive.

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Introduction

Edovo understands that the primary purpose for implementing correctional tablets and educational programming is to provide increased opportunity for programming and re-entry preparation, utilize successful evidence based programming, and provide users with the ability to follow self-driven learning paths. Furthermore, we understand and work towards solving the following challenges:

- Providing evidence based programming solutions to help promote self improvement and inmate rehabilitation
- High rates of recidivism for revolving door offenders
- Improving operational efficiency and safety for programming and correctional staff
- Maintaining a secure and efficient method for external inmate communication

Here at Edovo, we are confident that our program will provide desired solutions for Middlesex County and are pleased that we're able to speak directly to the benefits of our program in the pages that follow. Simply put, the goal of Edovo is to reduce recidivism and unlock the human potential behind bars by providing daily access to educational, vocational, and cognitive-behavioral therapy programming tailored to inmates' needs and interests.

Edovo is able to reach a larger number of inmates with a range of literacy and comprehension levels, allowing users to work at their own level and pace, and they can pick what motivates them to achieve their learning goals. Our platform enables personalized, self-driven learning and exploration in k-12/GED and college education, vocational training, employment opportunities, and community resources. Edovo also recognizes an important place for incentives and uses entertainment as a motivator and behavior management tool. Entertainment content can be earned or unlocked based on the inmates' engagement with the education and treatment material described above.

What makes this difference on a sustained basis is our depth of content. With thousands of hours of content and hundreds of courses (and growing), we have the content to meet an incarcerated learner's needs: academics from literacy and adult basic education to college credit; vocational from career exploration to skill-building and interview preparation; and rehabilitation spanning substance abuse, anger management, parenting, and more. The depth of the entertainment content helps incentivize continued engagement: 50+ radio stations, numerous games, and 100+ Hollywood quality movies (Avatar, Transformers, etc.).

Edovo is at the forefront of technologically delivered education, and we recognize its potential to upend the stalled status quo in corrections education and to revolutionize the penal system. We appreciate your consideration and look forward to the opportunity to implement a truly transformative tablet program. I will be your designated contact, and available to answer any clarifications you may have at

Tablet Philosophy and Best Practices

An excellent tablet program revolves around three key aspects: accessibility, achievement and analysis. Having a tablet program that reaches as many inmates as possible helps drive higher engagement, maximizes the impact on behavior management and helps expand the reach of your programming efforts. We believe a 2:1 inmate to tablet ratio is the appropriate scope for a program to allow each inmate continuous access and maximize the behavioral impact of the program. When a large portion of the inmate population is engaging with the tablets and focusing on self-improvement, incidences of violence decrease significantly and the workload on staff is dramatically reduced.

A truly impactful tablet program also delivers content that helps better the user rather than simply entertain them. Focusing on educational, vocational and behavioral content allows the inmate population to focus on self-improvement and prepare themselves for success post-release, helping to decrease recidivism. The ability for inmates to prepare for nationally recognized vocational certifications and even earn college credits are key pillars to adequately preparing inmates for re-entry and successful integration into the workforce. Edovo also allows the user to continue their education post-release, further helping to advance the opportunities of those who currently are and previously were incarcerated.

The third aspect of an excellent program revolves around data collection and analysis. Having securely connected devices allows your staff to monitor the tablets at all times, track inmate engagement and understand behavior and usage patterns in your population. Edovo's Insight tool allows your staff to have minute by minute reports on tablet usage for both individual users and the population as a whole. By ensuring that your tablet program is widely accessible, delivers substantive programming and provides you with actionable intelligence, you will see a dramatic change in both the operations and atmosphere within your facility.

MINIMUM RECOMMENDED FEATURES

- At a minimum, a successful tablet program should provide a tablet that incorporates a custom LMS designed for use in correctional settings and facilitates self-driven learning by inmate users. This platform should include educational, vocational and behavioral content for learners of all levels, from early literacy to post-secondary education.
- The tablet program should allow the facility to track and monitor inmate tablet usage, course completion, and other important program metrics at both the individual inmate level and facility wide.
- The tablet should also provide a method to create, add and customize content based on the facility's specific needs. This will allow you to upload materials such as PREA courses, inmate handbooks and other facility specific information/

documentation, thereby reducing necessary workload on staff and reducing cost.

- The tablet should be vendor neutral and able to integrate with any current or future service provider applications, including commissary, phone and JMS systems. This is incredibly important when consolidating jail operations onto one device network and maintaining consistency in the accessibility of services provided to the inmate population.
- Lastly, the tablets should have custom software and firmware that prevents device tampering and eliminates the ability for inmate users to access external tablet functions. This is best done at the OEM level and is essential to operating a secure tablet program that prohibits inmate tablet usage outside of the intended program.

Product / Program Description

The tablets must have secure access with no external communication or access to the internet

Edovo prohibits any inmate to inmate communication on the platform. Edovo also prohibits any external communication outside of secure messaging managed by Edovo's proprietary communications system. Access to Edovo Insight (administrative platform) involves unique user authentication for each staff member. Access to all inmate-facing applications involves unique user authentication for each inmate. No user on any Edovo product may be logged into two instances of any application. Thus, the same user cannot be online twice. Edovo applications uniquely identify users individually and limit that user to a single application session.

The Edovo system maintains unique user authentication enforced for each authorized user. In addition, each user ID is affiliated with a facility or location by a unique IP range. Inmates are not permitted to send messages or communicate with any other inmates on the Edovo platform. User answers to questions throughout the Edovo platform are submitted to our central database for administrative review and screening for

inappropriate or illicit communication. Only approved and appropriate answers are able to be reviewed by the user in the system. Text responses to short answer questions can also be turned off / on at any point. Through Edovo Insight, administrators can actively monitor inmate tablet usage, question answering, and external messaging communications for an additional level of security and oversight.

Edovo's secure wireless networks strictly prohibit the ability for any user to access the public facing internet. Edovo features 7 layers of industry leading network security, as well as custom security configurations on both the device and network level, that eliminate the ability for device tampering or unanticipated network connectivity. We will describe in the detail the specific network structure and security protocols in the pages that follow.

The MSO must have access to 150-200 tablets daily throughout the contract duration. Exact figure to be determined by the MSO. The figure may fluctuate from month to month throughout the contract. These are estimates only

Edovo will provide 150-200 tablets to the incarcerated population of Middlesex County and will ensure proper access to all inmates interested in utilizing a tablet in intended areas. Maintaining a strong inmate to tablet ratio will help drive significant engagement with the devices and lead to increase messaging and commissary ordering. Providing too few tablets can often lead to increased incidents of violence as arguments occur over length of tablet usage and whose turn it is to use the tablet next. It also creates a significant operational headache for staff as they are then required to monitor how long individuals are using the devices, create lists for who has priority privileges, and deal with incidents surrounding the device availability.

Edovo will continually review tablet quantities with Middlesex County to determine whether additional or fewer devices may be needed. In the case of increased or decreased tablet quantities, Edovo will simply provide additional hardware as needed and collect unused devices.

The awarded vendor must provide a charging cart for each area. Each charging cart must have a sufficient amount of chargers to support the number of tablets being used in each given area, which is estimated at 40 per housing unit. Each tablet shall have a charger. Charging carts must have a lock feature that prevents access to the tablets when they are not in use

The Edovo tablets are stored and charged in mobile charging carts allowing for secure storage and easy transport. Charging carts hold up to 40 tablets and can be wheeled between pods to allow for maximum distribution of tablets in areas equipped with secured wireless connectivity. The Charge cart itself simply plugs into a wall outlet when it is time to charge the tablet devices, otherwise it can be rolled between pods without exposed cords or wiring. This prevents any inmate access to electrical componentry or wiring.

The Edovo charging system limits inmate access to electrical outlets and wiring. Edovo charging carts support charging up to 40 devices at a time. Charging carts feature correctional grade lock sets in order to prevent unwanted device tampering or access. This allows for secure tablet storage while devices are charging, or at any point Middlesex County may simply choose to store the devices in a secure location.

On-site training for staff and students must be provided immediately following contract award as well as additional training as needed throughout the contract term

INMATE TRAINING PLAN

While Edovo is onsite for the initial launch, every available inmate with access to tablets will be trained by Edovo staff on how to use and navigate the platform. Post launch, further inmate training will be conducted by on site staff. Similar to the format we have identified below, in Training and Implementation Plan Section B) Officer Orientation Plan, Edovo plans to be onsite to train inmate learners after training facility staff. Edovo will walk through the creation of an account, how to work through the program, and address any questions the inmate learners have. Edovo can send the detailed training document per request prior to decision making if desired.

OFFICER TRAINING PLAN

At Edovo, we provide comprehensive and quality training to set every facility and staff member up for success with our program and ease the burden of staff members. We provide the following training for all facilities:

- Prior to the onsite launch, we require *at least* one 60-minute planning call with facility management involved in program
- Onsite training with Facility Management, Correctional Staff, and Inmate learners.
 - This training occurs at the end of the installation when tablets and charge carts have been delivered and the program is ready to launch. The training is done in increments and can be accomplished over a few days.
 - Increments are typically as follows: ~15-20 people per training starting with Facility Management, then Correctional Staff and finishing with Inmate learners. Each training is about 30-40 minutes long.
 - A training manual will be provided to serve as a supplemental training guide to anyone unable to attend the on-site training and as a refresher of how to use the Edovo suite

The training addresses all technical aspects of the device, and Edovo is happy to address as many or as few of the technical aspects of the device during training as desired.

Once the Edovo program is running, we will work with the facility to identify the necessary training post launch. We recommend a weekly status call with the dedicated Account Manager for the first month of the program. After that first month, we can decide on the frequency of the status calls.

Quarterly, we can provide webinar trainings of the various components of the Edovo suite as refreshers. The dedicated account manager will be able to work with administration to identify trainings that best suit each facility.

The awarded vendor must provide a link on each tablet for software support so that tablet users can work directly with the vendor to solve any issues. A demonstrated ability to respond quickly to issues is mandatory. If the issue cannot be solved remotely, on-site support will be provided within 24 hours

HELPDESK OPERATIONS

Support and maintenance is available 24/7. A dedicated account manager, tech support and customer service representative is available to you. The account manager will be available to facility staff to answer any questions and to address any concerns the facility may have. The facility will be able to contact them directly with an email or phone call. While administration can contact the Edovo main phone line, we have dedicated account managers to ensure quick, effective responses to any questions that may come up.

USER FEEDBACK PROCEDURE

Once logged into their account, each user has the ability to report any issues or provide feedback on the Edovo suite as a whole or individual courses. This feedback goes directly to our customer service staff (and currently our entire executive staff) to ensure that the issue is being addressed. Users are able to send feedback, bug reports, view the help center or request funds directly through the suite. Edovo staff actively monitors user feedback submissions and responds to them in a rapid and responsive manner. Any commonly reported issues or severe user reports will be escalated.

Additionally, there is a notifications feature on the suite which allows the Edovo system to alert users of messages directly from Edovo or from your support staff. Users will see a red circle with an exclamation point inside if they have received a notification.

DURATION OF SUPPORT

Edovo is dedicated to servicing our clients in a fast and effective manner. Our Service Level Agreements are typically as follows:

- Connectivity based support: 4 hours nationally

- Site-based equipment outages: 24 hours
- Hardware replacement: 3 business days

Any significant issues that can not be resolved remotely will result in on-site support from Edovo. Onsite resources are deployed using either regional technical support representatives or approved subcontractors. Guarantees on uptime and availability of devices are outlined in our tiered SLA. We respond to all issues within one hour. Resolution will occur from 4 to 72 hours depending on the severity of the problem.

The tablets must have the potential to integrate with other facility service providers such as online legal library, commissary and inmate phones

VENDOR NEUTRAL CAPABILITIES

The Edovo suite is a vendor neutral platform, meaning it will work with any of your existing or desired vendors/service providers to implement services like video visitation, commissary ordering and management, phone calling, messaging or payment services. We have existing relationships in place with many of the phone/commissary providers and experience working within those contractual relationships to provide these services as a turn-key solution.

As Edovo is a vendor agnostic platform, we are able to integrate with and implement any native android service application onto our platform, allowing you to consolidate all of your inmate service offerings on to one, accessible platform. We operate on a standard Android operating system that is able to easily accommodate any native android applications. These applications are then managed by our mobile device management and delivered through our managed networks. These applications are secured to equal standards to the native Edovo platform since they are operated on Edovo devices, mobile device management and secured networks.

Through our experience working with providers like Aramark, we have developed an established process for implementing successful commissary integrations and are capable of applying the same to Middlesex County's current commissary provider, or any future commissary providers depending upon the functionality of their existing application and willingness to work with Edovo on integration. Edovo supports electronic order placement and will begin coordination with the County's current service provider to begin the integration process.

We have also successfully integrated multiple ITS applications onto our tablets. We have a proven track record of successful inmate phone application integrations with multiple industry vendors and will work with Middlesex County to ensure any desired application integrations are completed in a seamless manner.

LEGAL RESOURCES / LAW LIBRARY

Edovo is able to incorporate any law library subscription the County may have onto the tablets at no cost. Integrating a LexisNexis subscription is a great way to increase the availability of legal resources to the inmate population. Edovo is also currently working on implementing a complete native digital law library onto the platform at no additional cost.

In addition to our ability to display any desired legal material of the County's choosing, Edovo has a significant selection of legal content already featured on the platform. Currently, we offer two entrepreneurship programs (Illegal to Legal: Business Success for (Ex) Criminals, and SquareUp), one of which was designed by an ex-offender who is now a successful businessman and includes sample business plans and step-by-step guides. Extra legal services and research resources are also included within the Edovo platform.

Pricing structure must operate on a per tablet, per day cost

Edovo strongly believes in widespread accessibility of educational opportunities for those who are incarcerated. Because of this we believe a truly impactful tablet program requires

free and continuous access, irrespective of inmates' ability to pay or socioeconomic status. There are many tablet programs that focus on a revenue generating model, requiring inmates to "pay to play". These programs that charge inmates to access content and entertainment often see significantly lower engagement rates. For a tablet program to be truly impactful and have a transformative impact on the areas it is in effect, a large portion of the inmate population must have access to and engage with the tablets. The benefits that an effective tablet program may provide a facility, including decreased incidences of violence, lowered recidivism and better re-entry preparation, often far outweigh the potential revenue that may be generated from the devices.

We have found that the best pricing methodology includes a simple leasing model that allows for maximized customization on the part of the facility. Edovo has a simple per tablet per day model that includes all aspects of tablet content, support and maintenance.

The Edovo operates on a per day per tablet. This leasing model allows you to customize the number of tablets in use and easily scale your program by adding tablets or replace any tablets as needed.

Edovo has options to help subsidize the cost of a program to the facility. While we strongly believe a truly impactful tablet program can only be achieved when inmates are provided free access to education, we also understand the budgetary concerns many facilities must face. Edovo tablets provide additional services previously mentioned, like messaging, to help cover the cost of the program. Revenue generated from these alternative services is applied toward the cost of the Edovo program, and in instances where the profits generated exceed the cost necessary to cover the Edovo program, profit sharing will be explored.

The programs must be specifically designed for corrections, targeting the inmate population

Many of the courses offered in the Edovo education suite are specifically designed for adult learners, and learners in a correctional setting in particular. Representation of adult

learners of diverse backgrounds, especially those who have been incarcerated, is an important pillar of keeping our content relevant and engaging for adult correctional learners. Our content is also directed at learners of every level ranging from early literacy to college level credit. Our reading comprehension courses are targeted at grade levels K-8 (grades 9-12 in development) while our for-credit college courses are targeted at more advanced learners. It is important to provide educational content that is not only specifically created for learners of all levels, but that allows learners to continue their education on a comprehensive and fluid path across courses.

But Edovo doesn't just focus on the lower classification population. We seek results and want to solve the most challenging aspects of your facility which includes a large mental health population. In partnership with University of Illinois at Chicago researchers, we received a grant from the National Institute of Mental Health to build an innovative program for improving the mental health of inmates. This program is leveraging the educational tools of Edovo to help inmates track their moods and access relevant resources for self-help. Early intervention for mood disorders greatly improves outcomes. By giving inmates access to these tools and resources, Edovo is leveraging dramatic success in treatment to target high-risk populations to help improve the wellness and safety of staff and residents.

Beyond core education, numerous courses and services are available to the user through the Edovo platform to help prepare for successful re-entry. There is an extensive library of employment support services including vocational certifications, video based courses on workplace etiquette and the application process, job skill programs and job interview simulation. We can help prepare for nationally relevant 3rd-party examinations, as this has the most relevance to future employers, educational institutions, etc. Edovo offers job certification preparation for multiple nationally recognized credentials including ServSafe, Cisco Networking, and Commercial Driver's License.

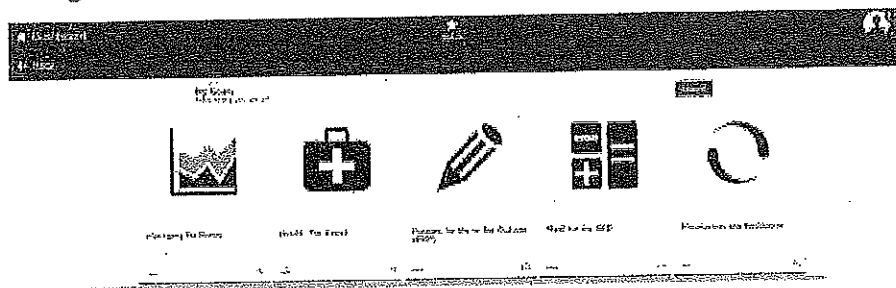
In addition to multiple vocational services, there is also a wide variety of treatment and wellness programming. We see tremendous impact from this portion of our platform. We

have worked with nationally recognized content partners to provide our users with access to programming in a variety of areas including: substance abuse treatment, anger management, cognitive behavioral therapy, parenting while incarcerated, meditation, emotional development and more. Spiritual and religious material can also prove helpful in the rehabilitation process and Edovo allows you to provide the variety requested while also achieve the constitutional mandates for the diversity of religions you see in Middlesex County. In any way possible, Edovo is focused on providing opportunities for incarcerated individuals to overcome their addictions and improve their well-being while incarcerated, better preparing them for re-entry and improving general public safety.

Some of the unique value offerings that specifically make Edovo a unique learning experience targeted for the incarcerated user can be found below:

Edovo Goals

As stated above, we recognize that simply providing educational material isn't enough to drive the outcomes we are committed to. Because of this Edovo has designed a personalized goals platform that curates specific courses and content to help users achieve a range of pre-determined outcomes. It presents clear, actionable steps they can complete to achieve their goals and make progress toward concrete self-improvement.



Edovo is constantly creating and curating goals to be made available to incarcerated users nationwide, such as "Managing My Money" and "Prepare for Life on the Outside". Edovo will also work with Middlesex County to create custom goals based on specific initiatives or outcomes that the County desires.

User Level Personalization

Edovo has also introduced the ability to personalize coursework to specific users based on a set of pre-conditions or variables. Unlike most Learning Management Systems within and beyond corrections, which can only display a static set of course content to the entire user base, Edovo now supports personalized logic at the individual user level. This means that your facility could partner with Edovo to create, for example, a course on local reentry options available to inmates and provide different recommendations for housing options to a single mother who is a military veteran vs a father of two children.

Edovo is beginning to incorporate this personalization into re-entry and literacy courses, and will continue to evolve the entire body of coursework on Edovo through this feature.

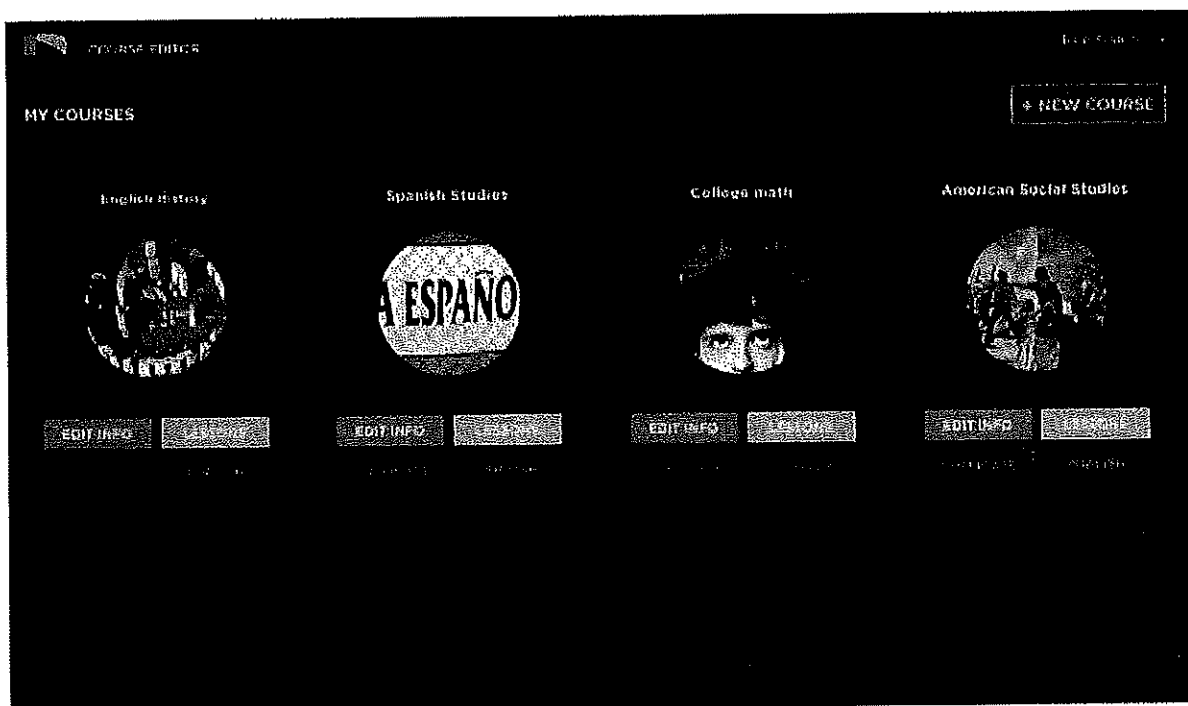
EdovoGO

Edovo features a platform called EdovoGO that allows incarcerated individuals to continue accessing a library of material after their release on any connected device. EdovoGo is a web application that is accessible across hardware platforms and available as a license model, enabling users to continue the coursework they began when incarcerated. A truly impactful tablet program is able to offer content post-release and facilitates successful re-entry by continuing to assist individuals on their path of self-improvement after their release.

The tablets must have an open platform which will allow the MSO to download customized programs, courses and content at the MSO's discretion

We built the Edovo Course Editor (course authoring tool) to empower all stakeholders in correctional education—whether other vendor partners or agency staff—to be able to add content to the solution, and incorporate it into the Learning Management System. The Edovo course editor tool is incredibly easy to use and features a simple drag and drop interface. Designated staff will be able to request a Course Editor account, through which

they could create a course for submission to the Edovo platform and for display within the facility. Submissions will be reviewed by Edovo staff before publishing to the facility.



Through Edovo's Course Editor tool, Middlesex County will also be able to add any additional content specific to the facility including PREA training, local parole regulations, court processes, ordinances, Inmate handbooks, officer training material, content from local religious and business groups, etc. Course editor will provide the County the ability to download forms and programs onto the tablet and track engagement with this material through the administrative portal, monitoring engagement with this content or acknowledging completed review for material that has been made mandatory.

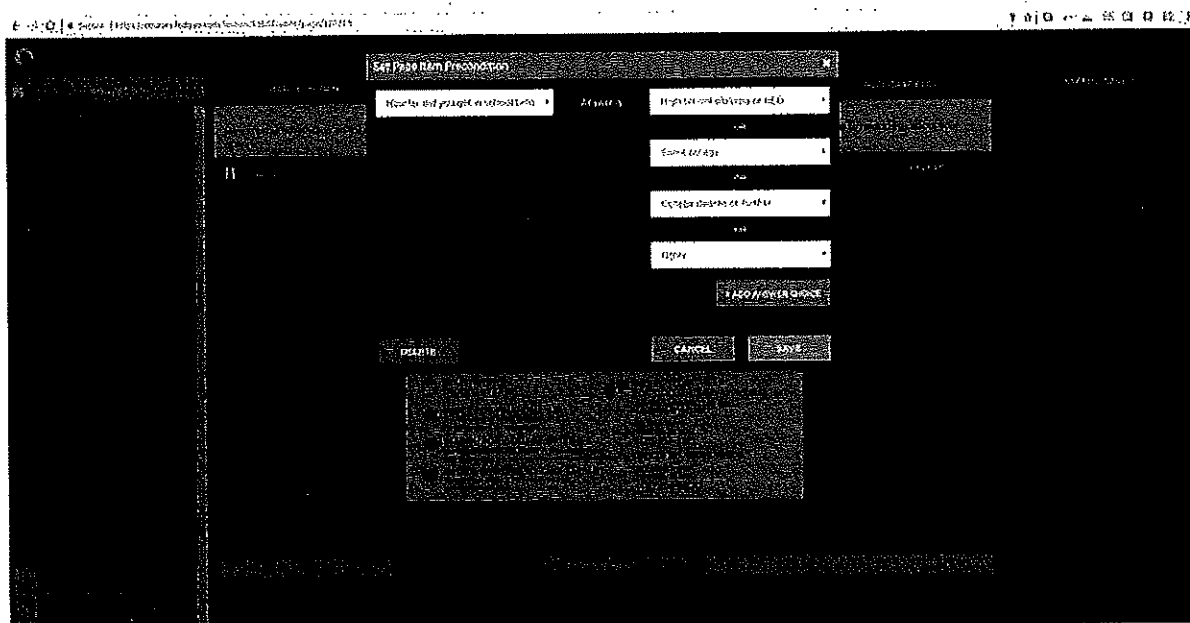
User Level Personalization

In addition to the ability to create custom courses, Edovo has also introduced the ability to personalize coursework to specific users based on a set of pre-conditions or variables. Unlike most Learning Management Systems within and beyond corrections, which can only

display a set of course content to the entire user base, Edovo now supports personalized logic at the individual user level.

This means that your facility could partner with Edovo to create, for example, a course on local reentry options available to inmates and provide different recommendations for housing options to a single mother who is a military veteran vs a father of two children.

Edovo is beginning to incorporate this personalization into re-entry and literacy courses, and will continue to evolve the entire body of coursework on Edovo through this feature.



Value to Programming and Instructional Staff

Unlike other tablet-based programs in corrections, Edovo has a suite of teacher-facing tools to transform correctional classrooms into 21st century learning environments. Tools on Edovo's platform enable teachers and programming staff to create and upload custom content for inmates they work with on a regular basis. This is a game-changer for instructors who wish to supplement class time instruction with "homework" assignments or extra materials to keep inmates self-motivated beyond the didactic sessions. Facilities can

also utilize the digital platform to disseminate what is typically required of inmates to review, such as inmate handbooks and Prison Rape Elimination Act materials.

Many organizations and correctional chaplains also struggle to develop strong programs without technology or internet connection—two high demands for modern learning settings. Edovo's technology is a game-changer for teachers and chaplains on the inside who have limited time with incarcerated students. We aim to amplify the existing programmatic work in correctional facilities, and accelerate the collective impact, using technology.

The programs provided by the awarded vendor on the tablet must be diverse and expansive, covering areas such as basic education and literacy, GED and HiSet preparation, vocational skills, life skills, employment skills, personal finance, health and wellness, religion/spirituality, ESL, treatment courses and practice exams

Edovo is a content-focused company and prides itself on the tens of thousands of hours of academic, cognitive behavioral therapy, and vocational coursework available on our suite. We partner with some of the top content creators in the nation to both license their material for our platform, as well as create custom in-house content. We currently have close to 200 courses and over 20,000 hours of content covering everything from early literacy to college level credits.

The Edovo program is built as an incentive-based learning platform; as inmates spend time on educational, vocational, and cognitive behavioral therapy coursework, they earn credits which they can "spend" on entertainment. While the reward of entertainment serves as an incentive for users to continually engage with educational content, we have also found many users focus the majority of their time on more substantive programming like educational and vocational training. A truly impactful tablet program goes beyond focusing on providing entertainment to occupy inmates and instead helps them utilize their time to pursue self-improvement and prepare for success post-release. This unique incentive-based system has shown an incredible impact on student persistence, particularly among adult learners. Across deployments in 10 states, over 75% of Edovo students are

accessing educational content on at least a weekly basis, in part due to this unique system. (Note: entertainment content can be disabled by facility, class, or student during in-class hours.)

Our partnership with Saylor Academy allows us access to close to 100 college-level courses, many of which are aligned with ACE and NCCRS courses. These credit recommendations are accepted at close to 2,000 colleges and universities, many of which offer associate's degrees. This college credit approach may be of significant interest and offers a strong, affordable, well-recognized option for post-secondary education.

Another primary focus of Edovo coursework is to prepare for nationally relevant 3rd-party examinations, as this has the most relevance to future employers, educational institutions, etc. Edovo offers job certification preparation for multiple nationally recognized credentials including ServSafe, Cisco Networking, and Commercial Driver's License. Edovo can also help you understand which of your learners are ready, for example, to sit the GED exam. With the Edovo program, inmates can prepare for the GED test with I-Pathways, our partnership providing support for GED preparedness. The I-Pathways curriculum is aligned to the TASC, GED, HI-SET, and the Common Core, and 96% of students who successfully completed I-Pathways in the Illinois Department of Corrections go on to pass the new, computer-based GED.

In addition to all of the content mentioned above, our platform features multiple courses in both English and Spanish as well as ESL courses for over 27 languages. Edovo has a team of over 10 staff dedicated to constantly adding new content to the Edovo suite and creating custom courses.

RE-ENTRY AND REHABILITATION

Various courses and services are available to the user through the Edovo platform to help prepare for successful re-entry. There is an extensive library of employment support services including vocational certifications, video based courses on workplace etiquette and

the application process, job skill programs and job interview simulation (in development).

In addition to multiple vocational services, there is also a wide variety of treatment and wellness programming. We have worked with nationally recognized content partners to provide our users with access to programming in a variety of areas including: substance abuse treatment, anger management, cognitive behavioral therapy, parenting while incarcerated, meditation, emotional development and more. Edovo is focused on providing opportunities for incarcerated individuals to overcome their addictions and improve their well-being while incarcerated, better preparing them for re-entry and improving general public safety.

LEGAL RESOURCES

Edovo is currently working on implementing a complete digital law library onto the platform. Currently, we offer two entrepreneurship programs (Illegal to Legal: Business Success for (Ex) Criminals, and SquareUp), one of which was designed by an ex-offender who is now a successful businessman and includes sample business plans and step-by-step guides. In addition, Edovo tablets can accommodate any digital law library subscription in which there is a license to distribute amongst the inmate population. Extra legal services and research sources are also included within the Edovo platform.

Please see Appendix A for an extensive list of content featured on the Edovo Platform.

The program must use an incentive-based approach to education, providing rewards for educational progress through certificates and entertainment features on the tablet. The program must also include an option to disable all entertainment features on the tablets for particular housing units

Edovo operates on a learn-to-earn platform that allows users to redeem the points they earn by completing educational content on entertainment. Inmates can earn points by progressing, engaging with, and completing educational content. The depth of the

entertainment content helps incentivize continued engagement: 50+ radio stations, numerous games, and 100+ Hollywood quality movies (Avatar, Transformers, etc.). All of the entertainment content featured on the Edovo platform is censored for corrections and under complete control of the facility. Edovo features an Impressive entertainment library at no cost to the user, rather as an incentive for substantive learning. Entertainment content can be turned off and specific pieces of content can be removed at the discretion of the facility. All entertainment content on Edovo is completely auditable and able to be monitored by the facility, in the same manner as the educational and course content. In addition to a wide library of premium educational content, Edovo features thousands of hours of supplementary information and educational material to continuously engage the inmate learner. These videos, readings, and courses range in content from NASA documentaries to fictional novels. There are also Spanish versions of many of our top pieces of entertainment to service the diverse population of MSO. New content and/or entertainment options are added each month to keep the user engaged.

While we recognize it is critical to provide earned rewards at no cost, we also recognize that there may be opportunities to provide additional premium content at a cost to help further subsidize the tablet program and increase offerings. We are able to discuss this more in depth with Middlesex County if there is interest.

The County has full control of all content on the platform including entertainment content. The County can choose to disable specific pieces of entertainment, entertainment content for specific housing units, or all entertainment if the County so desires. Edovo gives administrators the ability to customize not only educational content, but also entertainment content to fit the exact needs of your facility.

Certificates will be awarded when a user achieves a score of 75% or higher in any course or test. Users may re-take course or test until a passing score is achieved

Within the Edovo platform certificates are awarded based on course completion. Our approach to education and self-driven learning paths are based on user self-validation

rather than performance based course metrics. We believe that in order to reach a wide range of learners and diverse individuals, it is important to focus on positive reinforcement for engagement rather than meeting scoring thresholds.

However, course and transcript distribution is completely customizable to MSO staff. MSO will have the option to award certificates on an at will basis based upon course success criteria or quality of responses. Quiz percentages are visible within Edovo Insight, and administration may award certificates based on any scoring threshold you may desire. In this way we are able to continually attract and drive general educational engagement across the population while also providing administration with the ability to distribute awards on a customizable basis.

Typically, Edovo utilizes transcripts to show more detailed information on course scores, hours spent on education and courses, and more. This tends to give a more accurate representation of meaningful engagement with educational content and course success.

The tablets must be able to cater to individuals who speak Spanish as a primary language with programming solely in Spanish

The Edovo application is designed to allow for internationalization of both content and platform functionality. In addition to the educational and entertainment content already in Spanish, we have built the Edovo system to be able to accommodate multiple language profiles for each course. Through our partnership with Transparent Language, students will get:

- Paired beginner English language instruction in reading, writing, speaking, and listening for 27 native languages, including Spanish.
- Advanced intermediate ESL course in Simple English for everyone.
- Interactive curriculum goes beyond simple instruction to personalized exercises.

In addition, Edovo's partner i-Pathways is Common Core aligned for basic reading, language, numeracy, writing, and GED preparation. The i-Pathways curriculum and

instruction were developed with expert adult educators spanning 12 states, and cover relevant Common Core standards. We are actively working on the i-Pathways translation project that will result in the nation's first fully digital, adaptive Spanish GED curriculum in the marketplace.

Edovo is currently working on a full Spanish LMS interface. Additional Spanish content currently on the platform includes:

- ORCA and Story Shares publishers - hundreds of short novels written in English and Spanish for struggling readers complete with reading comprehension questions
- Video-based introductory courses for Spanish-speaking ESL students complete with practice questions
- Library of e-books containing many classics in English and Spanish

The program must have individual profiles for each user

The Edovo tablets are not specific to any one user. Inmates will have specific logins to access their account from any device, regardless of housing unit, and users are able to continue any of their previously accessed content and resume their activity on any connected tablet. Each inmate user is provided a unique login based upon the inmate ID they are assigned at booking as well as a private password to gain access to their personal Edovo account. Edovo can integrate with an existing inmate ID feed passed from your facility's JMS or population database to cross reference account creation with date of birth, housing unit, and more. This added layer of security and integration makes inmate account management seamless.

Inmates are able to access the tablets as soon as they are permitted to use them. Upon first interaction with a tablet, the inmate will utilize their ID to create an account. They will then be able to use the account they have created on any Edovo tablet. Inmate account creation and tablet access does not require any staff involvement other than making the physical tablets themselves available to the inmates.

All vendors submitting a price quotation must use an evidence based curriculum and target criminogenic needs known to drive recidivism. The price quotation must include information to support this

We scour the nation for partners that will help make an impact at your facility

We've partnered with practitioners and policymakers to understand the greatest areas of need in academic, job skill, and treatment programming. In each area, we find a partner with a track record in correctional or remedial education that (where possible) aligns with a national credential. A selection of evidence-based content:

- Academic
 - i-Pathways, our core GED prep program, boasts a 96% pass rate on the GED for inmates in the Illinois Department of Corrections who successfully complete i-Pathways.
 - Our credit-aligned college courses, recognized by ACE and NCCRS, are accepted at 1,500 - 2,000 colleges and universities around the country
- Job skills
 - We selected job skill areas based on Target Occupational Profiles developed by the workforce system and screened them for availability for someone with an arrest or conviction history. Target occupations are growing in terms of job placements nationally (including CDL, as confirmed by Burning Glass labor market data), have strong wages, and are easy to train for without an advanced degree.
 - We align with national and state vocational standards such as ServSAFE (for food safety), Commercial Driver's License (for trucking), CCNA (for Cisco networking), and more

- Life skills, treatment, and therapeutic content
 - Cognitive-behavioral therapy consistently shows an impact on a number of factors that lead to a reduction in recidivism, across 69 separate studies, of 30%. We developed our "Thinking for the Future" program with licensed practitioners, and many other courses, such as Houses of Healing and Anger Management, use a CBT approach.
 - Mindfulness-based interventions like our guided meditations and mindfulness-based substance abuse course show significant results in reducing substance abuse, stress, and anger, and have been used successfully in correctional settings time and time again

We partner with national experts to develop & evaluate new programs on Edovo

- An analysis found a 33% reduction in violence in the 6 months after Edovo compared to the 6 months before Edovo.
- The National Institute of Mental Health selected Edovo for a grant to adapt evidence-based CBT interventions for depression to the correctional setting
- Edovo has submitted an application to the National Institute of Health to adapt evidence-based CBT interventions for Serious Mental Illness (SMI) to corrections
- Edovo and research collaborators from around the US have applied to a National Library of Medicine Health Disparity grant to develop and evaluate a health literacy intervention. The grant application was awarded a high impact score and is likely to be funded.
- Two leading foundations have supported a grant to develop and evaluate an intervention to influence positive decision-making and taking advantage of available educational, job, and reentry resources during the transition into the community. This is in partnership with a criminologist and a behavioral economist at a leading state university.
- A major non-profit research and think tank approached Edovo and is conducting an Independent 3rd party evaluation of the implementation of Edovo.

We are an open platform to support facility programs & add new partners

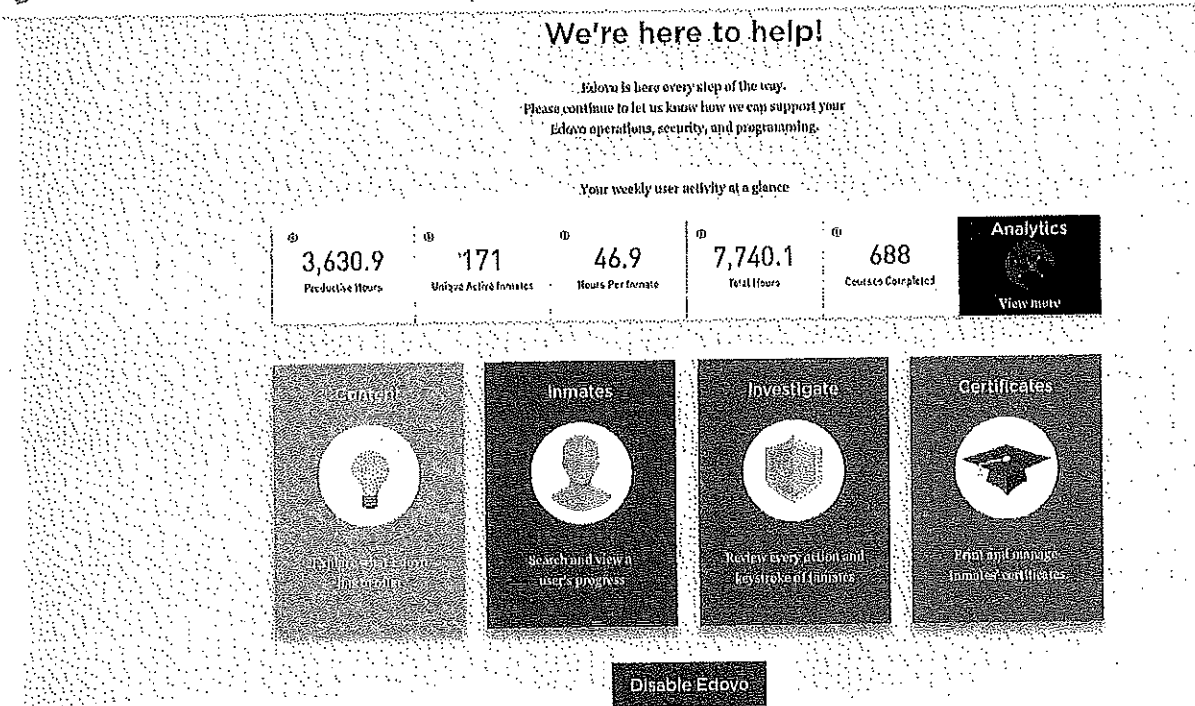
- Any program or partner can upload additional programs to Edovo for deployment in your facility at no cost
- Any staff member or volunteer from your facility can upload supporting materials to increase the impact of their in-person programs at no cost
- Edovo provides training on all administrative and content upload portals

Monthly reporting must be submitted to the MSO which will include usage in specific categories, including:

- *Student usage: login history, number of minutes engaged, course statuses, certificates*
- *Course usage: number of student completions, number of student participants, number of hours engaged*

The Edovo platform comes with our Edovo Insight application, which provides comprehensive data collection and analysis as well as detailed monitoring and reporting tools for administrative staff.

Within Edovo Insight, Middlesex County staff will be able to monitor which courses are most popular within your facility, which courses have the highest completion rates and other content related metrics at the facility level. Insight also offers the ability for you to track progress and engagement on the individual user level and see the actions taken by any specific inmate on the platform. This data includes individual student progress, course completion, certificates earned and more. Investigative tools like hot word flagging and answer submission reviews also give administration a line of sight into how the tablets are being used and any how users are interacting with the devices.



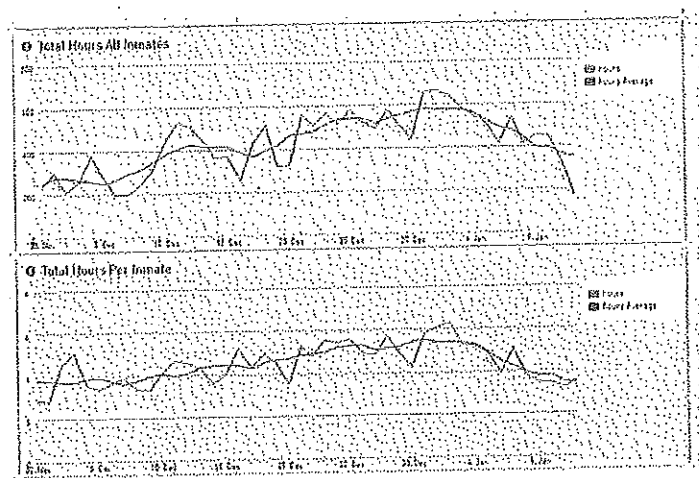
Edovo maintains the industry's most detailed data audit trails of the actions of every user in our centralized data analytics platforms. The Edovo platform also features Edovo Insight, a powerful data collection and analysis tool made available to County administrators. Data audits, security audits, chain of custody, user activity, content popularity, etc. are all possible via Edovo's data analytics. The Edovo system maintains unique user authentication enforced for each authorized user. The same user cannot be concurrently logged onto the system more than once. In addition, each user ID is affiliated with a facility or location by a unique IP range. Our system also tracks over 30 types of user actions, as well as an audit trail of every minute of user activity in each piece of content. We have basic audit trail tracking of administrative accounts as well, and can implement custom audit trail events. These analytics are performed internally by Edovo proactively to better our service offering, and as a support service when specific records and information is requested by a customer. We proactively monitor and track everything from usage to answer responses because we care about the outcomes of our users. We do this in order to ensure our users

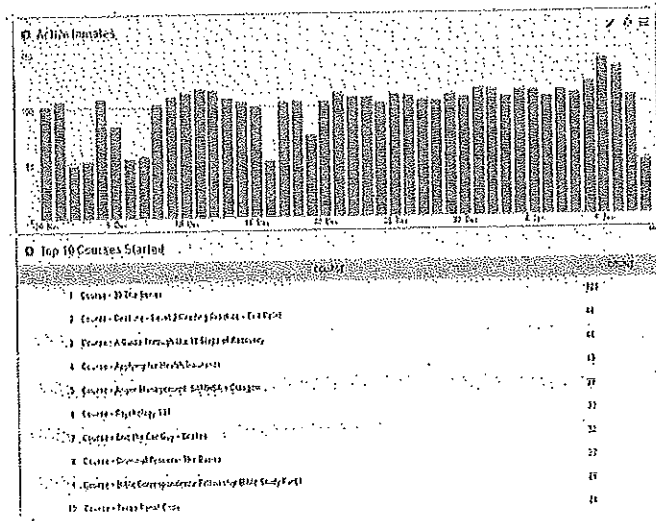
are utilizing the platform as intended and achieving substantive outcomes. In addition, these features can be utilized for investigatory and security measures and help allow facility staff to understand tablet usage and gather actionable intelligence. All actions, and events that occur on the network and on the tablets themselves are logged and retained at the schedule defined by your agency, with capability for indefinite persistence.

Detailed usage reports of collected data can be provided to the facility as well, including log in days and times for users, courses taken, courses completed, course question responses, scores, and other tablet usage metrics at both the individual user and facility level.

The program should have the ability to produce customized reports that are configured by the MSO

Edovo features a sophisticated data analysis platform within Insight through which MSO staff can customize and view reports. Edovo utilizes Periscope, a data collection and analytics tool used to monitor inmate engagement, course completion, and facility wide usage metrics. Periscope presents an easily digestible snapshot of how successfully the Edovo program is operating within your facility, as well as a detailed history of usage across the lifespan of your Edovo experience.





Reports are customizable to display the specific data MSO desires and can be configured by MSO within Insight to view targeted details on program usage and results. Edovo will work with Middlesex County to identify any additional reporting needs or custom data analysis to highlight evidence based success of the Edovo program within MSO.

Individualized usage reports and transcripts should be easily accessed through the tablet program providing data analysis and intelligence gathering

Edovo Insight comes standard with tiered-role privileges. Privileges can be customized and new roles can be created with specific configurations of privileges. As previously mentioned, detailed usage reports of collected data can be provided to the facility as well, including log in days and times for users, courses taken, courses completed, course question responses, scores, and other tablet usage metrics at both the individual user and facility level.

We proactively monitor and track everything from usage to answer responses because we care about the outcomes of our users. We do this in order to ensure our users are utilizing the platform as intended and achieving substantive outcomes. In addition, these features can be utilized for investigatory and security measures and help allow facility staff to

understand tablet usage and gather actionable intelligence. All actions, and events that occur on the network and on the tablets themselves are logged and retained at the schedule defined by your agency, with capability for indefinite persistence.

Detailed usage reports of collected data can be provided to the facility as well, including log in days and times for users, courses taken, courses completed, course question responses, scores, and other tablet usage metrics at both the individual user and facility level.

Certificates & Transcripts

- Certificates of completion are awarded to anyone who completes all lessons in a course and engages with every page, quiz question, and piece of media in a course
- Certificates of completion are available for Learners to view electronically
- They can be accessed directly in the Insight application and printed out for distribution to those who earned them. Users can also contact Edovo directly after their release for emailed copies of their certificates.
- Each user account has a transcript which documents all the coursework they have completed on Edovo.
- Transcripts can be accessed through the Insight application. They can be printed out and distributed so users can show their progress to interested parties.

edovo • TRANSCRIPT

Sample User

EdovoGO - General

August 22, 2017 - October 12, 2017

| | | |
|-------------------|--------------------|-------------------|
| Courses Completed | Hours in Education | Lessons Completed |
| 32 | 27.72 | 255 |

COURSEWORK COMPLETED

1. Eric the Car Guy - Brakes

- Completed on August 31, 2017

- Description: Brakes are one of the most popular DIY repairs. It seems like a natural progression from doing oil and fluid changes. Personally, I was afraid to do brakes when I started out, especially drum brakes. All those springs really scared me, and with good reason. Ever see one of those let go? Now that I've gotten a few brake changes under my belt, I change brakes like I breathe. I'm sure the same will be true for you with a little guidance and some practice on your part.

edovo • TRANSCRIPT

ADDITIONAL COMPLETED COURSES*

*Listed completed courses have less than 5 hours spent within them.

- | | |
|---|---|
| 2. Principles of Management - Completed on September 21, 2017 | 13. Introduction to Legal Studies - Completed on September 12, 2017 |
| 3. Eric the Car Guy - HVAC - Completed on September 8, 2017 | 14. Criminal Process: The Basics - Completed on September 12, 2017 |
| 4. A Guide Through the 12 Steps of Recovery - Completed on September 5, 2017 | 15. SquareUp - Entrepreneurship - Completed on August 28, 2017 |
| 5. Headspace - Guided Meditation Sessions and Mindfulness Training - Completed on September 13, 2017 | 16. Knowing the Consequences - Completed on September 12, 2017 |
| 6. Introduction to Plumbing Tools and Drawings - Completed on August 28, 2017 | 17. Introduction to Electrical Studies - Completed on August 22, 2017 |
| 7. Eric the Car Guy - Electrical - Completed on August 24, 2017 | 18. Career Exploration: Business, Management, and Administration - Completed on September 11, 2017 |
| 8. Computer Basics - Completed on August 28, 2017 | 19. Illegal to Legal: Business Success for (Ex) Criminals - Completed on August 28, 2017 |

The tablet program must provide the MSO with administrative options to manage, add, browse, block or monitor the programs and content on the tablets. Administrators must be able to track and control every keystroke made on the tablets

ADMINISTRATIVE INTERFACE

The Edovo platform comes with our Edovo Insight application, which provides comprehensive data collection and analysis...

Within Edovo Insight, administrative staff are able to monitor which courses are most popular within your facility, which courses have the highest completion rates and other content related metrics. Insight also offers the ability for you to track progress and engagement on the individual user level and see the actions taken by any specific inmate on the platform. This data includes individual student progress, course completion, certificates earned and more. Investigative tools like hot word flagging and answer submission reviews also give administration a line of sight into how the tablets are being used and any how users are interacting with the devices.

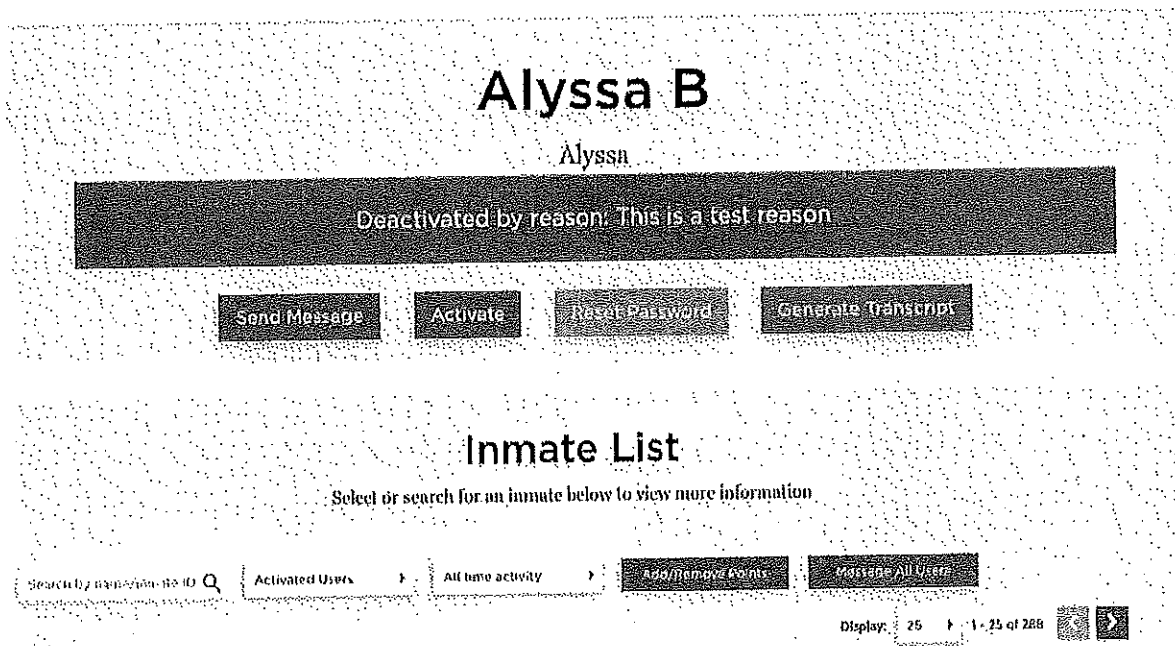
Access to Edovo Insight (administrative platform) involves unique user authentication for each staff member. Access to all inmate-facing applications involves unique user authentication for each inmate. No user on any Edovo product may be logged into two instances of any application. Thus, the same user cannot be online twice. Edovo applications uniquely identify users individually and limit that user to a single application session.

Edovo Insight comes standard with tiered-role privileges. Privileges can be customized and new roles can be created with specific configurations of privileges.

Through Edovo Insight, administrators can:

- View inmate's security questions and answers
- Deactivate and Reactivate Users

- Send Individual Notifications to Inmates
- Send bulk notifications to all inmates
- Add or deduct points from Inmate accounts
- Activate a facility wide "killswitch", immediately shutting down access across the facility
- Block access for specific inmates or the entire facility. This can be done at any time and is generally used in instances of disciplinary events.



The screenshot shows a dialog box titled "Add/remove points". Below the title is the text "This change applies to all inmates in your facility". There are two radio buttons: "Add Points" (which is selected) and "Remove Points". Below these is a text input field labeled "Points" with a horizontal line underneath it. At the bottom of the dialog are two buttons: "Apply Action" and "Cancel".

Edovo also has the ability to block specific pieces of content either temporarily or permanently at the County's discretion. Edovo allows staff to block content both at the individual and facility level, as well as blocking certain pieces of content at certain times (i.e. disabling entertainment during time in the classroom). Content control is again conducted through Edovo Insight, providing a consolidated single login destination for program management and data analysis. Edovo provides administration with the power to control and monitor all aspects of the Edovo program within Middlesex County.

Proactive tablet monitoring must be done by the awarded vendor to flag suspicious activity or usage in areas that may be questionable

Edovo is dedicated to maintain constant support and security throughout the life of our partnerships. Systems are monitored and maintained remotely via proactive network IT monitoring solutions. Maintenance is done constantly via continuous integration, software patches, etc. Data audits, security audits, chain of custody, user activity, content popularity, etc. are all possible via Edovo's data analytics. These analytics are performed internally by

Edovo proactively to better our service offering, and as a support service when specific records and information is requested by a customer. We proactively monitor and track everything from usage to answer responses because we care about the outcomes of our users. We do this in order to ensure our users are utilizing the platform as intended and achieving substantive outcomes. In addition, these features can be utilized for investigatory and security measures and help allow facility staff to understand tablet usage and gather actionable intelligence. All actions, and events that occur on the network and on the tablets themselves are logged and retained at the schedule defined by your agency, with capability for indefinite persistence.

The MSO will provide preference in contract award to vendors who have a partnership with local colleges, offering the potential for students to pursue college credits or vocational certificates

Edovo is committed to the educational attainment of users of all levels. We offer online, college-level courses from Saylor Academy that prepare students for credit-earning exams. Each college course on Edovo has been recognized by the ACE or NCCRS, which help students translate these tests into credits accepted by 2,000 universities across the country—including more than 10 universities in the Boston area, such as Middlesex Community College, Urban College of Boston, and Boston College, and over 50 universities in Massachusetts. As a partner of Middlesex County, we would work with the jail to bring proctored exams to the facility so inmates could receive credit accepted at these universities.

Our learning management system can integrate virtually any form of content or e-learning software, including e-books, online accredited coursework, lessons, activities, videos, tests and other learning management software. Edovo's educational platform can stand alone for entirely self-directed learning, or blend with existing programs at the Middlesex jail facility. We are prepared to partner with Lowell- and Boston-area universities, such as Middlesex Community College, or another program of the agency's choice, to deliver two-year and four-year college degrees to inmates. Teachers can load content from any

connected device or location, which can be made available to inmates immediately on Edovo. In this way, our platform is designed to support both self-directed learning, and seamless teacher-student interactions or assignments using secure, online technology.

The awarded vendor must work in conjunction with the MSO to update the curriculum throughout the length of the contract which will work toward reducing recidivism

Edovo is constantly evaluating and adding to our content offering to ensure our users are not only engaged, but presented with the most effective and up to date learning programs available on the market. Edovo's focus on utilizing evidence based programming means our national content partners and In house educational staff continue to add and iterate within the platform in order to ensure we are continuously evaluating the success metrics of our courses and relate those outcomes directly to successful re-entry preparation.

Reducing recidivism starts on the inside and is powered by our "Turbo Tax for re-entry" tool. In conjunction with researchers from the University of Virginia we've designed a dynamic tool that matches specific needs to the user. This way users have things like housing, medical, food security, and financial support lined up before they leave based on their unique situation (i.e. single 23 year old mother vs. 55 year old veteran). Additionally, we make it possible for users to freely contact registered/verified re-entry and social service providers.

Because of our familiarity with the local courts and probation, we also intend to find ways that the court can accept or verify course work in areas like anger management, CBT, domestic violence intervention, etc. We want Edovo Certificates to be valued in the deliberation of a detainee's case and hopefully reduce sentencing or enable early release (we have seen this occur in municipalities across the country). With probation we want to customize content around rules and regulations, success strategies, and other Middlesex County relevant information that will aid in minimizing technical violations and re-arrest.

Edovo will work with Middlesex County to implement custom programming initiatives and conduct thorough evaluation on program success in order to ensure we are delivering tangible results aimed at achieving the MSO's end goal of reducing recidivism and improving public safety.

The MSO must have the capability to upload material and special messages from the MSO administration as needed

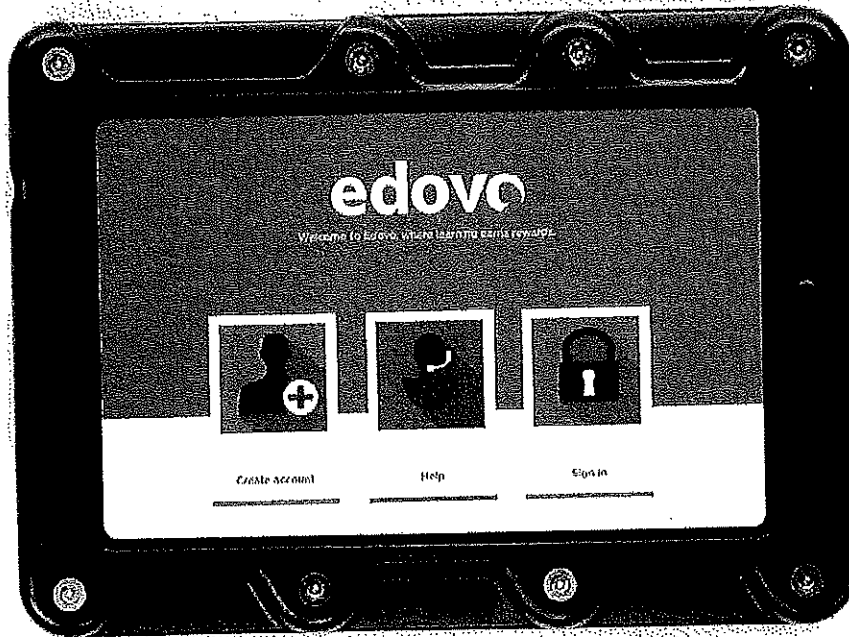
As identified previously, Edovo's Course Editor will allow MSO administration and local schools or organizations to create custom courses for use within the Edovo tablets.

Additionally, there is a notifications feature on the suite which allows the Edovo system to alert users of messages directly from Edovo or from your support staff. Users will see a red circle with an exclamation point inside if they have received a notification. These messages and notifications can be sent to the entire facility, selected groups of individuals, or individual users. Administrative staff may use this message system to provide custom notifications, alerts, reminders, or updates to the incarcerated population within MSO.

Tablet Description

HARDWARE

The Edovo Tablet is an 7-inch Samsung tablet that has been stripped of all internal software and encased with a polycarbonate material that is both chemically and mechanically bonded together. Non-reversing security rivets are then inserted with over two tons of mechanical force. These rivets also are countersunk, and are totally flush with the surface, with no tooling on the face of the fastener. The fastener is totally flush, and totally smooth to reduce the risk and possibility of the rivet being pried, reversed, leveraged, etc., by conventional or inmate created tools.



| Hardware Item | Description |
|-----------------------------|---|
| Display size and Resolution | 7.0 Inches (1280 x 800) Display |
| Dimensions | 7.4 in x 4.2 in x 0.4 in |
| Internal Memory | 8GB NAND Flash |
| Processor (CPU) | Quad-core 1.2 GHz ARM |
| Android Version | Android 4.4.2 |
| Battery Type | Non-removable Li-Ion 4000 mAh battery (8-12 hours per charge) |

The tablet case itself is made of Lexan brand polycarbonate. Edovo has used similar grade materials to the kinds used in bullet resistant glass and other laminates found in police cars, windows in correctional facilities, military applications, etc. This case protects the

tablet from tampering, general damage, and contraband storage. Edovo has only allowed access through this secure case to critical hardware buttons such as the power button, volume buttons, and home button. The case protects against physical access to unnecessary components like the MicroSD card slot, and rear facing camera.

The screen of the tablet is protected via a laminated screen protector. This laminate consists of over seven layers of different materials designed to prevent cutting, abrasion, shattering, and peeling. The screen protector is a multi-layer laminate that's made of both tempered materials and other plastics. It has a 9 Mohs hardness rating, with the only material harder being a raw diamond and some quartz. This hardness makes the screen extremely resistant to conventional cutting tools.

SOFTWARE

Edovo is as committed to hardening the software on the device as it is to the hardware. Edovo devices operate on an Android 6.01 OS. Edovo partners with the OEM, in this case Samsung, to customize the software and firmware at the factory level. Devices are not 'rooted' and then customized for corrections use. Edovo tablets have an entire software operating system and MDM platform that have been built specifically to the unique needs of correctional staff and students. The bootloader is totally secured to prevent device tampering. Our operating system has been hardened to eliminate all extraneous processes and background applications. The only daemon software that is operational on an Edovo tablet is what is required to run Edovo. The applications on the system have been hardened for stability and security. All external menus, options, input areas, and interactive help menus have been removed to reduce the risk of tampering. Our platform runs on a secure, stripped, purpose built browser on top of our secure, stripped and purpose built operating system.

MOBILE DEVICE MANAGEMENT

In addition to the requirements and features we had mentioned, there are various options for tablet control listed below that can help remotely manage your devices.

| MDM Feature | Description |
|------------------------------------|--|
| Remote lock/disable device | Can remotely lock/disable device at the site, user account, or device level (via MDM) |
| Remote device wipe | Wipes all applications off of device, but leaves device in secured state disallowing any type of default factory reset |
| Device Factory Reset | Our reset procedure only bring things to Edovo standards, never to a factory or retail state |
| Application install and removal | We can remotely install, upgrade or remove .APK files from our Samsung tablets |
| Control network access | We can control the wireless networks that the tablet can connect to and we also standardize those permitted networks to our preconfigured SSID and WPA2 keys |
| Reassignment of device to new user | New users are provisioned at the application and not the MDM level. No correctional users will see the MDM level of the device at all. MDM is totally for management and transparent to the end user. Devices are not unique to any user |

WARRANTY, RETURNS AND EXCHANGES

Edovo warrants that all products delivered will be (i) merchantable, (ii) of good quality and workmanship, (iii) free from defects, latent or patent, in material, design and workmanship, (iv) fit, sufficient and safe for their intended purpose and for the particular purpose for which purchased or leased, (v) in conformity in all respects with all specifications,

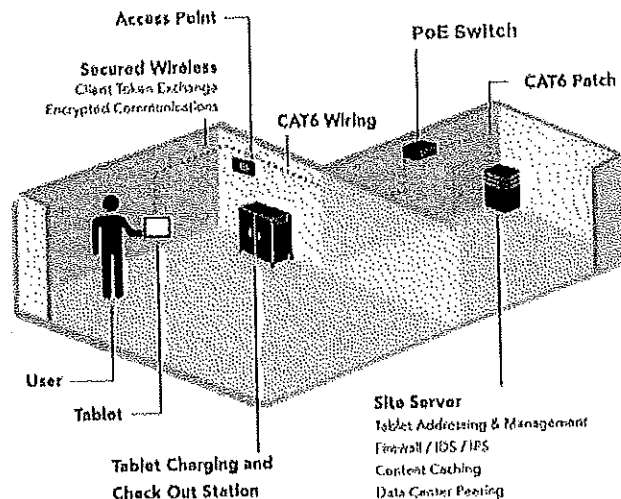
performance standards, drawings, samples or descriptions, furnished, specified or adopted by Edovo, and (vi) free of any claim of any third party.

With our leasing model, so long as the tablet program is being ran as agreed upon through both parties, Edovo will replace hardware at a reasonable manner as decided prior to launch. Returns are processed within 24 hours and arrive within 3 business days.

Technical Aspects

Edovo provides secure networks by securing every layer of the OSI model through industry standard mechanisms. This includes physical security of ports, security at the VLAN level, security at the 802.11 level including but not limited to AES encryption. Industry standard mitigation techniques such as web proxies, stateful and stateless firewalls, and secure IP routing are used to limit network traffic. In addition, all Edovo communication happens over MPLS or VPN based private networks and is never publicly addressed to be able to reach the internet.

The Edovo tablet based learning system relies on a site server installed at a facility, a VLAN provisioned on existing or greenfield network for our use, installation of a managed and secure access point that connects to the site server via the VLAN provided, and tablets utilized by our learners. The site server manages and secures the network and content distribution, while also maintaining connectivity to our datacenter for continuous monitoring and content updates. Our server hosts proprietary Edovo content applications that facilitate the distribution of content and overall bandwidth efficiency on site. We feel this is an important addition because of the ability to increase bandwidth efficiency, lower costs and thus allow us to enter facilities that do not have high bandwidth capabilities.



Connectivity to our datacenter from the site server is facilitated by a WAN circuit provisioned by a facility, or provided by us. This circuit is dedicated to connectivity to our datacenter only. The method of connectivity can be MPLS, AVPN, or Metro Ethernet if the circuit is provided by us. If a facility would like to supply the circuit, we will utilize IPsec, GRE, or DMVPN connection mechanisms.

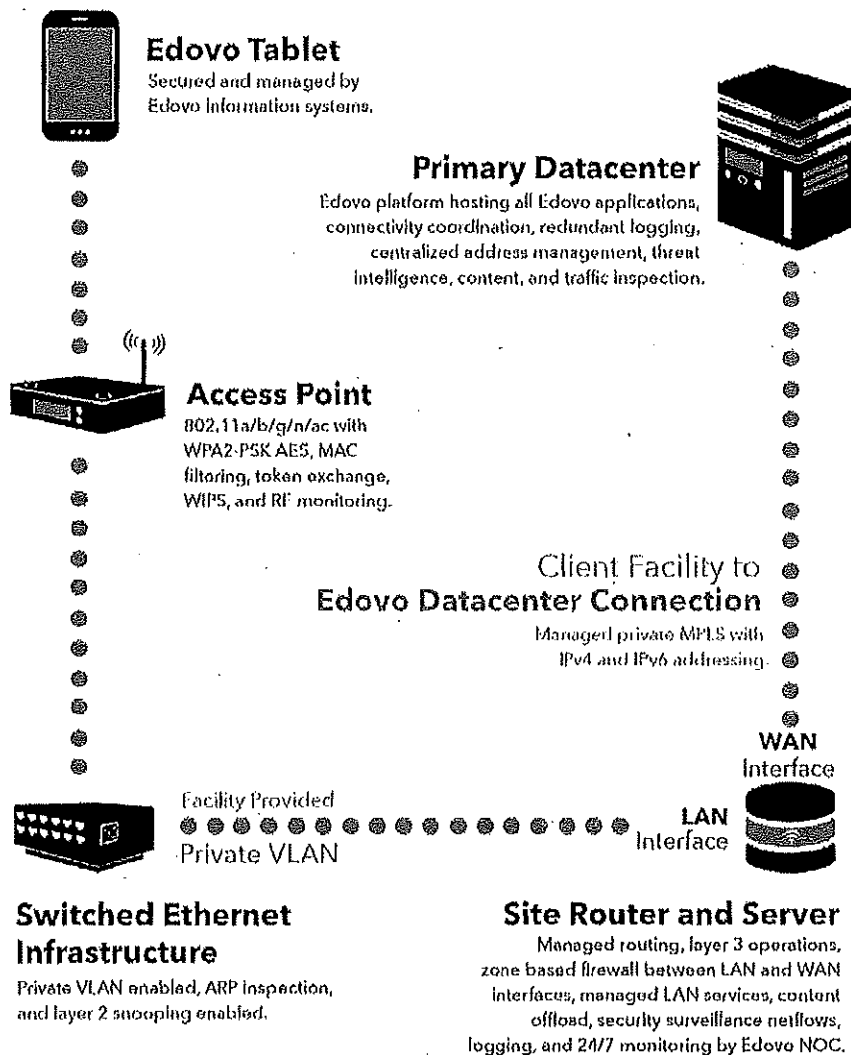
In order to serve secure and reliable connectivity to all Edovo tablets and services, we install one or more Rukus Access Points in certain designated areas. These access points provide 802.11ac, 3x3 MIMO, dedicated security scanning, and secure encryption/token exchange for individual tablets accessing the Edovo content network. Edovo also integrates directly with the Rukus API to facilitate a deeper level of wireless operations.

Our datacenter is a secured entity that serves terabytes of educational and vocational courses and content as well as entertainment incentives and exploratory resources. This data center also provides us with an extreme level of visibility into system operations and security so Edovo can provide your facility with the best level of service.

Edovo employs a multi-tier architecture in its infrastructure rollout and application design. All physical network architecture is grouped into three major traffic / data tiers. All Edovo software and applications are multi-tier to support scale up, and scale out, while also

mitigating failure domains. We believe this is incredibly important in efficient computing and load balancing all physical hardware and software instances.

The **Technology** - End to End System



Edovo's network structure maintains flexibility to add or decrease necessary access points as desired by MSO throughout the duration of the contract. Edovo will outfit all intended usage areas with managed access points and will work within MSO's existing infrastructure

to make sure implementation and installation are completed quickly and with minimal interference to ongoing MSO operations.

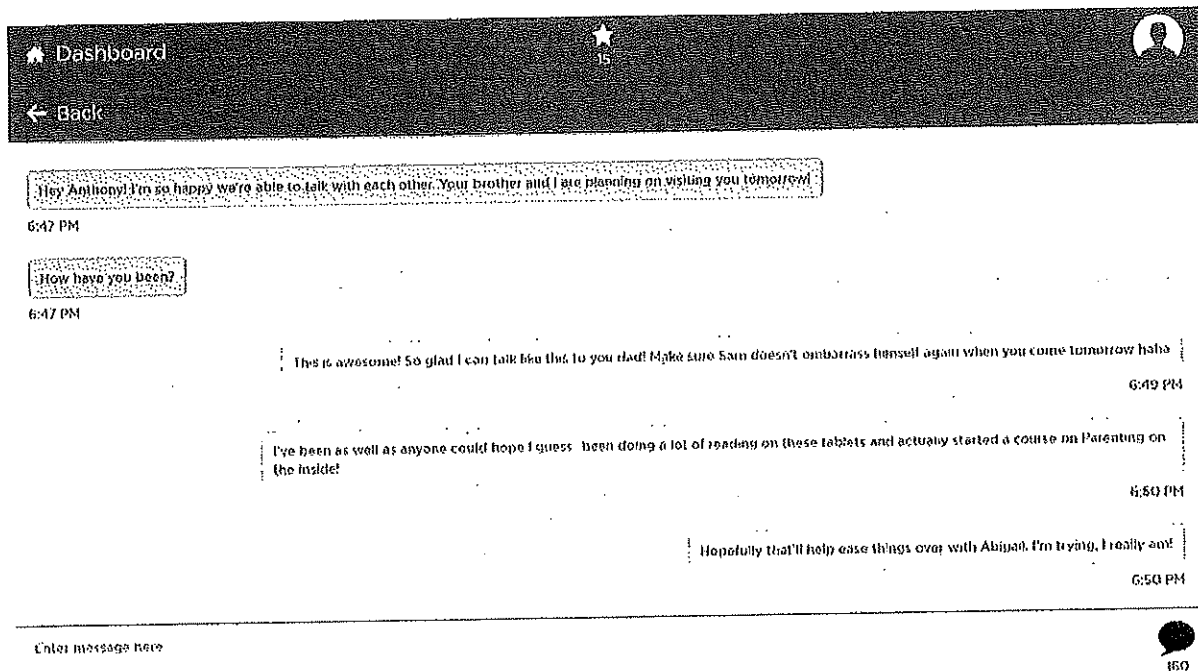
Additional Features

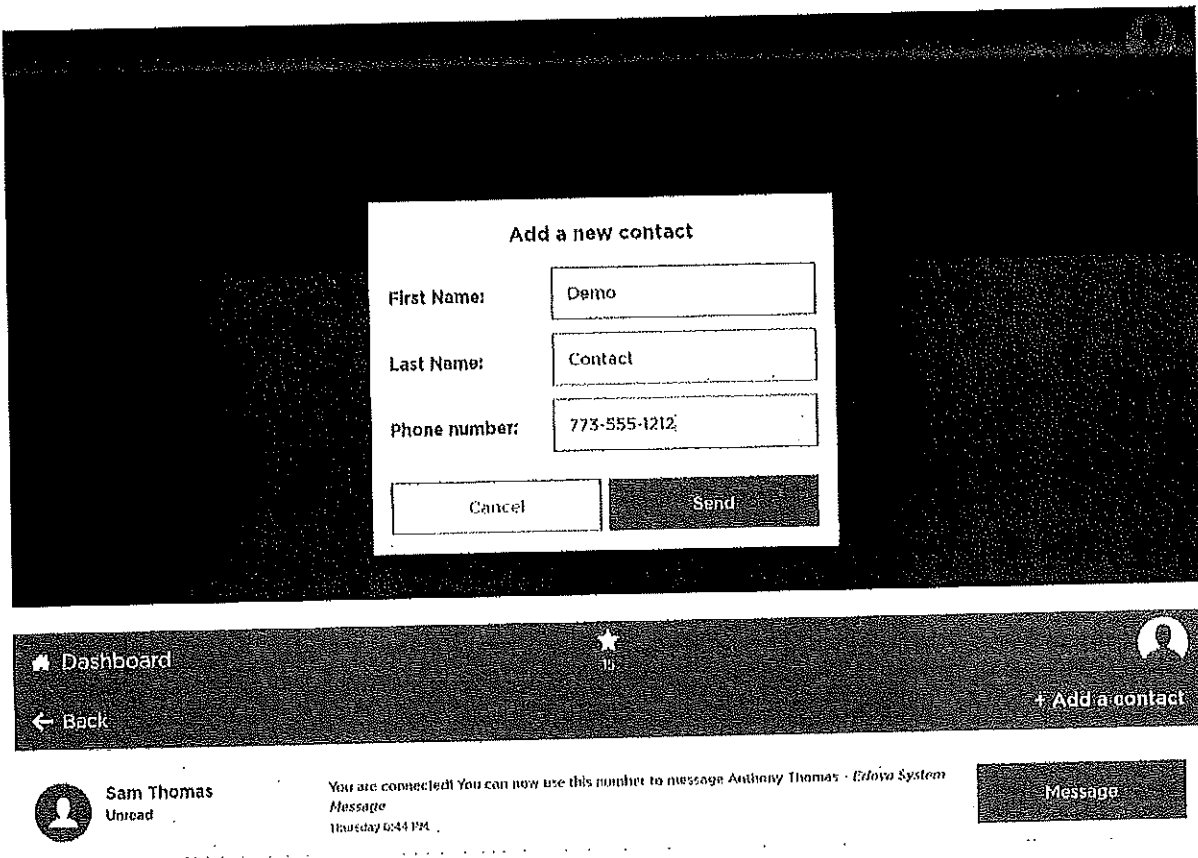
SMS (text) messages are available on Edovo tablets for inmates to send and receive text messages to and from people outside of the facility. This is a highly secured feature that provides complete control and oversight to facility staff. Edovo's secure messaging platform allows facility staff to search and monitor key words, review all inbound and outbound messaging, and search across messages from the Edovo Insight Portal. This provides one consolidated location for administrative control and security across all Edovo products.

- **Pricing** - Supporters outside the jail would pay a monthly fee and select from a small number of messaging packages that would allow them up to a certain number of messages within that month
- **Security** - The standard Edovo investigative tools and security paradigm would be in place, similar to the investigative systems in place for tablet usage:
 - Outside contacts are required to accept requests from inmates before engaging in communication, thereby preventing harassment of victims or witnesses. Outside contacts can also stop or block unwanted communication at any point.
 - All text in both directions is tracked in the Edovo Insight tool for your staff
 - Your staff can block connections between inmates and people outside the jail if communication is happening that you don't approve of
- **Ease of use** - this communication product requires no additional work on the part of your staff beyond the steps they're already taking to implement the Edovo program. Edovo will handle all customer support, billing, etc.
- **Impact and benefits**
 - To your facility - Increased use of Edovo tablets from the communication

offering will further increase the behavior management impact of the program and drive increased tablet usage

- o To Inmates, friends, and family – Allows individual to better maintain relationships and Increases the incarcerated access to a positive social network, thereby providing resources to better prepare for re-entry and lead to a reduction in recidivism; positive communication also reduces the impact of a parent's incarceration on their children, helping to keep family and community ties strong





Edovo is also able to offer our communication service, including video visitation, on the Edovo tablets giving inmates even greater access to affordable communication options.

PHOTO SHARING

Edovo features a secure photo sharing application that allows incarcerated individuals to receive digital images with approved external contacts. Images are screened for nudity and offensive behavior prior to being sent or received. Photo sharing is available to inmates for a small per photo fee. Edovo's photo sharing application utilizes the same security features as outlined above in our SMS messaging platform, and is designed to minimize staff effort and reduce the number of physical photographs channeling through the facility.

PRICING STRUCTURE

Edovo's proposal for Middlesex County represents a starting point for pricing. These prices reflect our keen focus on driving our mission and impact. We will provide the services requested in this price proposal, while maintaining affordable communication rates that foster increased communication between the inmates and their network of supporters. We do not believe in fees and we do not attempt to mask deceptively low rates with added service fees or additional user charges elsewhere. We are wholly committed to a fair and equitable pricing model for both transparency with the county and the well-being of the incarcerated and their families.

Included in Edovo's bid are affordable services like secure instant messaging, video visitation, and photo sharing. These services will allow your constituents to securely and proactively communicate with their incarcerated loved ones more often and for longer periods of time than they currently do. These services will also help to subsidize the cost of the tablet program so that rehabilitation can be possible through Edovo at no cost to the County.

Edovo proposes the following initial rates for our services:

| Edovo LMS (educational, rehabilitative, and entertainment content) | |
|--|---------|
| Unlimited Usage | \$0.00 |
| Email / Messaging | |
| 10 Text Message Welcome Package (160 characters) | \$0.00 |
| 250 Text Messages (160 characters) | \$10.00 |
| 600 Text Messages (160 characters) | \$20.00 |
| 2,000 Text Messages (160 characters) | \$50.00 |

| Photo Sharing | |
|-------------------------------|-------------------|
| Per Photo Message | \$0.25 |
| Video Visitation (VVS) | |
| Onsite Video Visitation (VVS) | No Cost |
| Remote Video Visitation (VVS) | \$0.25 per minute |

*****NO Additional Fees (and we mean NO Fees)***

Revenue Share – 100% of all revenue beyond costs goes to Middlesex County. As an impact organization, we are focused on covering our costs so we can accomplish our mission. Rather than pass our costs on to the incarcerated users through rental fees and content charges, Edovo provides educational and entertainment access for all at no cost to the end user.

Revenue will first be used to cover Edovo's costs like education, hardware, service delivery, labor, capital, and maintenance. Once these costs are met, 100% of all remaining revenue will be passed on to the County. Over the course of a one year contract, this amount is expected to be minimal given the additional deployment areas and increased scope.

Minimum Qualifications

Edovo is a correctional education technology company based in Chicago. Edovo was founded in 2013 by Brian Hill. Brian was exposed to jail education at an early age, inspired by his father, a psychiatrist who taught courses at California's Folsom State Prison. While he was studying law and business at Northwestern University, Brian became interested in social impact investing, backing for-profit enterprises dedicated to solving social problems.

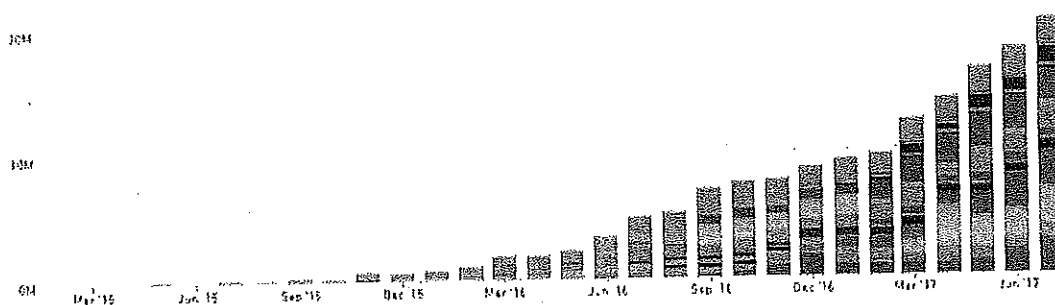
It was at this time that the idea for Edovo was hatched.

In the last few years, Edovo has quickly moved to the forefront of technologically delivered education, and we recognize its potential to upend the stalled status quo in corrections education and to revolutionize the penal system.

With 357% YOY growth, Edovo is one of the fastest growing businesses serving correctional agencies in the industry. In only 4 years, Edovo has scaled to over 18 states and more than 40 facilities across the country. Our facility partners range in size from small county jails to some of the largest county facilities and DOC's in the nation. We work with a diverse subset of inmates as well, ranging from juvenile offenders to super maximum individuals.

Our mission is to increase public safety and strengthen family ties by decreasing recidivism. We have been lucky enough to reach over 35,000 individuals who have spent over 1 million hours completing educational programming. We have seen that this rehabilitation and re-entry preparation has helped improve behavior and decreased violence within the facility and will ideally translate to decreased recidivism and improved community safety.

Edovo total usage by Facility
Highlights a 100X increase in usage over 2 years without service interruption
Usage is measured as number of actions taken by inmate students





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Key Personnel

Chicago-based venture that aims to reduce recidivism by bringing tech-enabled education and communication tools to incarcerated people. was in his first year at Northwestern University Law School when he began work on a Social Impact Bond initiative for the largest single-site jail in Chicago. This exposure prompted him to create the Edovo platform, which is operational in nearly 30 correctional facilities across 12 states, and growing. Brian's impact-driven work has been recognized by national platforms, and he was named one of Conscious Company's "19 Social Entrepreneurs to Watch in 2017." He earned a B.S. in Economics and Business from Brigham Young University, and is committed to making serious changes in corrections and re-entry through technology

has extensive private sector experience and is currently a Senior Vice President at Edovo, a Chicago based social impact company trying to solve the problem of mass incarceration through tablet based inmate education. Prior to this role was the Senior Vice President of Global Product Strategy for Experian Data Quality. In this role David was responsible for defining and implementing the overall business and product strategy globally earned a degree in Marketing from Bentley University in Waltham, Massachusetts.

E

the Vice President of Finance at Edovo. He joined the team in May, where he is thrilled to apply his professional skills and experiences towards a mission that he personally feels so strongly about given his life experiences outside of work. Highlights of professional career include:



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- 8+ years with Caterpillar, Inc performing finance and accounting roles across the

US and Mexico.

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- 5 years with Exelon, Inc in leadership roles within the Controller's and Corporate

Consolidations departments, as well as leading the IT Finance organization.

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References

roud that our customers are dedicated to sharing the results of the program. Because of that, we have included information on several of our deployments. Each of these facilities are willing to share their story. There is no better way to hear about the Edovo program than by those who use it themselves.

The following references can provide insight into the success the brought their facility:

- Madera County Jail, California (400 ADP)
System Support Officer Jeff Wafer
- Yolo County Jail, California (394 ADP)
Planning and Research Manager
- Allegheny County Jail, Pennsylvania (2,500 ADP)
Inmate Program Administrator Jack Pischke



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Dean of Administration Brannon Lentz

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- Sonoma County Jail, California (940 ADP)
Correctional Deputy

From Our Partners

"Corrections officers report the jail is calm when inmates use them. You can tell a difference when the inmates have them, it's all been positive."

– Inmate Program Coordinator at Allegheny County Jail, PA

"I have *never* been able to sit in my office while the students are in the day room. They are quiet, focused and engaged."

– Illinois Youth Center Correctional Officer

"It's been a great program from day one. Edovo provides a comprehensive learning platform that the inmates truly enjoy using. The best part, and what separates Edovo from all other vendors, is that everything for the inmate is free. Another great perk is staff buy-in. The staff WANT to work the modules that have tablets, due to how quiet it is."

– System Support Officer at Madera County Jail, CA



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From Our Incarcerated Learners

"Never have I learned so much, or had the amount of hope in my heart as I do this incarceration. This program may have just presented me with my lifetime ticket out of this place for good. I am pleased to say that I actually learned this stay, and I am thankful."

— from Allegheny County Jail, PA

"When I get my recovery, there's always going to be something to replace the addiction that I have. And the substance abuse program [on Edovo] has showed me that there are different ways to replace addiction with something positive."

— from Madera County Jail, CA

"Thank you so much I am learning so much from your programs that I'm excited to wake up each morning and continue my journey toward being a productive member of society. Last year while incarcerated without tablets, I received 64 infraction tickets. This year, because of the Edovo program, I have not received any infractions at all. I'm excited about learning now, and I feel more confident about my release."

— from Santa Cruz Main Jail, CA

Edovo's Experience on Key Contracts

The narrative below addresses in further detail Edovo's past performance in an illustrative context and speaks to the capabilities we will bring to bear to this mission.

Allegheny County Background

Allegheny County Jail houses approximately 2500 inmates. Edovo provides the Allegheny County Edovo tablets along with our educational suite and the required network services



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and infrastructure to serve as the core educational programming available to all inmates within the Allegheny County Jail. Prior to Edovo, the County struggled to provide educational services to all inmates and the program has been extremely well received among staff and inmates, professional, supportive, and technical staff. Allegheny County was one of the first adopters of the Edovo program and it is still running strong to this day. The project phases are as follows:

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Pre-Contracting:

- Scheduling and planning of onsite site survey by Edovo specialists based on schedule and availability of Allegheny County's IT staff
- Onsite survey performed by Edovo network specialists, SOW created and issued to by the Allegheny County and Allegheny County Jail
- Allegheny County and Edovo collaboration to work through approval process and any questions that site has regarding the network build.

Deployment:

- Initial planning call and conversations between the Allegheny County Jail and Edovo to initiate the network installation process
- Edovo installs the network according to plan approved by County including the necessary fiber cabling, access points, PoE switches, server, router and additional support components to facilitate the build
- As the network installation was in final stages, the Edovo operations team then worked with the staff at Allegheny County Jail to discuss potential training dates, onsite logistics and operational plan for the use of the Edovo tablets post tablet launch.
- When network was completed, Edovo performed final site walk through of the sites to verify the network implementation results.
- Confirmed dates for launch, and collaborated via at least three planning calls between Allegheny County Jail and Edovo operational staff. Edovo assisted Allegheny County with gathering various components of staff (administrative staff,



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program staff, Deputies, executive staff for training onsite as well as coordinating

the inmate training of the tablet launch.

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Edovo tablet launch at Allegheny County Jail with onsite training of inmates and

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account management staff.

Post-Deployment:

- Monitoring of all network associated tools and hardware live within Allegheny County Jail to ensure the high quality service is always available
- Providing 24/7 network support for any issues that arise at the site regarding the network connection
- Daily usage reporting of inmate usage available to program staff via an online portal. This data includes educational courses completed, certificates issued, points earned by inmates, times tablets are in high use. The data that Allegheny has highlighted over the years of its program have changed based on the metrics they are measuring at a given time such as highest hours of use, most popular courses, etc. The online portal in which the data is provided can be customized to customer's needs.
- Bi-weekly additions of new content and/or entertainment options
- Additional training of staff-facing applications for staff new to program
- Post-Deployment survey to ensure network install and deployment process went as planned
- Weekly check in calls for first month of use to report on any challenges faced by facility

Results:

- Allegheny was immediately able to provide programming to more inmates as tablets reduced the need for more programming space
- Over 25,000 completion certificates have been earned by Allegheny inmates
- 35% of completed courses have been related to job skills training
- Skeptical deputies quickly shifted to supported deputies as jobs were instantly improved and provided for a calmer environment in their Edovo units



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One Year Post-Deployment:

- Allegheny County Jail expanded from 120 tablets to 240 tablets after one year of the program deployment
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- Allegheny County Jail is seeking funding for site wide deployment of the Edovo program

Appendix A

CONTENT LIST

This is a general outline of the baseline educational and vocational programming. We can expand and build out different areas as requested by jurisdiction, including localized reentry. **We are bringing more educational and vocational content to our platform every week** by securing new partnerships and digitizing existing courses. Courses in *italics* are in development.

1. Basic Education and Literacy

- ORCA and Story Shares publishers - hundreds of short novels written in English and Spanish for struggling readers complete with reading comprehension questions
- ReadingPlus – leveled reading program that transforms how, what, and why students read while broadening interests and building knowledge
- Edovo literacy library - library of videos and readings organized by ability level, ranging from the learning the alphabet to classic literature
- Edovo reading comprehension courses – short, non-fiction readings complete with questions to test understanding (targeted at grade levels 3-8, grades K-2 and 9 – 12 in development)
- Edovo Foundational Literacy course in development: explicit instruction for beginning readers, starting with phonics and the alphabet



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- f. Edovo "Build to Read" Foundational Literacy – explicit instruction for beginning

readers, starting with phonics and the alphabet

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2. GED and other high school equivalency

- a. GED checklist – introduction to the GED and how to prepare for it
- b. i-Pathways – leading personalized test preparation curricula to prepare students for high-school equivalency exams, including GED, TASC, or HISET
- c. Two additional full GED practice tests
- d. Over twenty subject-specific courses that teach and test GED material
- e. "Dropping Back In" Series on people who went on to success from earning a GED

3. ESL

- a. Video-based introductory courses for Spanish-speaking ESL students complete with practice questions
- b. Transparent Language Online program offering:
 - i. Beginner English for speakers of 27 languages (including Spanish)
 - ii. Intermediate English for all English learners
- c. Full Spanish interface in development

4. Employment

- a. Certification preparation courses for Cisco Networking, Commercial Driver's License, and ServSafe
- b. Digital literacy course covering the basics of word processing software (Microsoft and Google Docs) and the Internet
- c. Video introductions to career paths and detailed information about the job responsibilities and qualifications
- d. Video-based courses on the job search and application process. Includes sample resumes and cover letters, as well as detailed tips on how to prepare for an interview and answer frequently-asked questions



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e. Video-based courses on how to succeed in the workplace, network, and achieve

career goals

f. Vocational programs on a variety of topics, including automotive mechanics, plumbing, food safety, electrical trade, computer skills, and carpentry

g. Introductory courses on customer service and customer service management

h. Two entrepreneurship programs (Illegal to Legal and SquareUp), one of which was designed by an ex-offender who is now a successful businessman. Includes sample business plans and step-by-step guides

5. Personal Finance

a. Introductory course covering many aspects of personal finance, including making a budget, saving, understanding and using financial institutions, and debt.

b. Introduction to credit reports and credit scores

6. College Courses

a. Continuing Your Education: An Introduction to College Courses

b. College credit courses; examples of course topics include:

i. Beginning Algebra

ii. Real World Math

iii. Principles of Management

iv. Business Law and Ethics

v. Intro to Business Communications (not credit earning)

vi. Intro to Legal Studies (not credit earning)

vii. Econ 101: Principles of Microeconomics

viii. Political Science

ix. Intro to Psychology

7. Health and Wellness

a. Neila Ray - fitness and nutrition information

b. Headspace



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- i. Introduction to meditation and health benefits of meditation
- ii. Audio-guided meditation program
- c. Introduction to health literacy
 - i. Health insurance basics
 - ii. Introduction to how to apply for health insurance
 - iii. Properly utilizing health services
- d. Reproductive health
- e. Healthy Roads Media
 - i. HIV/AIDS resources, including video and corresponding handouts in 6 languages.
 - ii. In development: Media library of 1,850+ videos and corresponding handouts covering various health information in 6+ languages.
Resources are low literacy accessible.
- f. Florida Literacy Coalition: Staying Healthy
 - i. Health curriculum designed for low Intermediate level ESOL learners and above.
- g. Health topics designed for specific demographics: women, veterans, LGBTQ
- h. Personal hygiene
- i. Substance abuse treatment
 - i. How to find a treatment program
 - ii. 12 Step program
 - iii. Mindfulness-based program

8. Religion and Spirituality

- a. Bible correspondence course
 - i. Text-based courses on Christianity complete with guiding questions
 - ii. Certificate available upon completion
- b. Video-based courses on Judaism complete with guiding questions
- c. Text and audio-based courses on Islam complete with guiding questions
- d. Library of video sermons in development



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9. Treatment-Oriented Programming

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- a. Parenting while Incarcerated, a video-based course we produced featuring Ann Adalist-Estrin, Director of the National Resource Center on Children and Families of the Incarcerated, and Carol Burton, Executive Director of Centerforce and Director of Alameda County Children of Incarcerated Parents.
- b. Cognitive Behavioral Therapy: Addressing Criminogenic Factors, a house made video-based course featuring incarcerated men engaged in therapeutic group sessions led and moderated by Paula Smith and Jennifer Luther formerly of the University of Cincinnati Corrections Institute.
- c. Houses of Healing - emotional literacy course specifically designed for incarcerated individuals, using videos, daily exercises, and a guiding text to help users make better decisions, stay in control, and set life goals
- d. Michael G. Santos Foundation - video-based courses created by a formerly incarcerated individual who turned his life around
- e. Prison Mindfulness Institute - non-sectarian Buddhist course designed to give inmates the tools to achieve personal development goals, rehabilitation, and eventual success in society
- f. Anger management course based on SAMHSA materials
- g. Beyond Prison, Probation, and Parole - Video-based series featuring formerly incarcerated individuals who successfully re-entered society.
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10. Legal

- a. Basic legal information available in English and Spanish
- b. Full law library available (with subscription)
- c. In-house legal sessions that include information about the criminal justice system and basic tips for avoiding conflict with the law. Topics include:
- i. Criminal process
 - ii. Courtroom etiquette
 - iii. Civil vs criminal systems
 - iv. Going pro se
 - v. How to read a court opinion



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- vi. The law of accountability
 - vii. Aggregating criminal charges
 - viii. The role of a public defender
 - ix. Consequences of a suspended license
 - x. Avoiding technical parole/probation violations
 - xi. User fees
 - xii. Consequences of unpaid child support
- d. Introductory course to the criminal process
 - e. Introductory course to the courtroom
 - f. Introduction to Constitutional rights

11. Edovo Exploration Content

- a. Bank of thousands of educational and instructional videos, including Khan Academy Lite and additional GED preparation materials
- b. Podcasts and documentaries on topics such as history, cars, sports, and more
- c. Library of e-books containing many classics in English and Spanish
- d. Manuals and resources to support vocational training
- e. Written and spoken-word poetry
- f. Religious – texts, sermons, inspirational content from a wide array of faiths
- g. Library of Inspirational and thought-provoking videos focusing on turning one's life around from incarceration

12. Edovo Creative Content

- a. Edovo Beats – simulated HTML 909 drum machine for users to curate and save custom beat sequences
- b. Make BIG TALK – writing course designed for self expression and self reflection



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Middlesex Price Quotation

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[Please see the completed price quotation sheet in Addendum 2]

Overview:

Middlesex Sheriff's Office has submitted an addendum to their Inmate Educational Tablet Program Quotation Solicitation. This includes additional housing units in the Edovo bid. The bid will include Housing Units 1-4, HUMV, POD's C & D.

*excludes all tablet & charging cart costs.

Assumptions:

New conduit is required for HUMV, C & D
Cabling is required for HUMV, C & D
Edovo can utilize existing drops for HU 1 & 4
In cell usage in C & D
Replace existing switches
Fiber between MDFs

Installation Costs per Dorm/Pod:

Dorm 1:

\$4,405 - This includes a single AP and a Switch.

Dorm 2:

No Cost - Edovo is already deployed in this area

Dorm 3:

No Cost - Edovo is already deployed in this area

Dorm 4:

\$4,405 - This includes a single AP and a Switch

POD C:

\$18,150 - This includes Conduit, CAT6, (4) AP's and Switch



The Commonwealth of Massachusetts
Middlesex Sheriff's Office
Peter J. Koutoujian
Sheriff

POD D:

400 Mystic Ave, 4th Floor, This includes Conduit, CAT6, (4) AP's and Switch
Medford, Massachusetts 02155

Phone (781) 960-2800

Fax (781) 960-2902

Building Dorm HUMV:

\$7,555 - This includes Conduit, CAT6, AP and Switch

*Independent installation costs for each area are outlined above. Installation in all identified areas will allow for cross-utilization of network equipment, thereby decreasing necessary hardware and total installation cost.

Total installation cost for all outlined areas - **\$45,585**

Eliminating in-cell usage in POD C & D could bring this estimate below - **\$35,000**



The Commonwealth of Massachusetts
Middlesex Sheriff's Office
Peter J. Koutoujian
Sheriff

Phone (781) 960-2800
Fax (781) 960-2902

400 Mystic Avenue, 4th Floor
Medford, Massachusetts 02155

July 15, 2020

or

Dear Mr.

The Middlesex Sheriff's Office would like to exercise the right to utilize the Executive Office for Public Safety standard contract for Coinless Inmate and Public Telephone System with Securus Technologies which expires on March 30, 2028. The terms of the agreement below shall be effective as of July 15, 2020.

We would like the new agreement to include the following terms as well as include the technology listed below to be added to existing technology the MSO currently utilizes:

1. .18 call rate for all calls.
2. Securus shall pay the MSO a 43% commission of all gross revenues generated from inmate non-coin operated phone calls at the Middlesex Jail and House of Correction.
3. Securus shall pay the MSO an annual \$60,000 (sixty-thousand) grant technology fee.
4. Guarded Exchange technology added at no cost.
5. Video visitation equipment and technology added at no cost.
6. In the event the FCC (or any other agency) mandates additional changes to rates, administrative fees and or commissions, Securus and the Middlesex Sheriff's Office will renegotiate the terms of this contract.

The execution of this document by both parties will provide a contract until June 30, 2025.

Michael Blatus

Middlesex Sheriff's Office

Date: 7/15/20

Securus Technologies

Date:



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (AEF), 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 <https://www.mass.gov/info-details/contract-forms> under Forms.

| | |
|--|---|
| CONTRACTOR LEGAL NAME: _____ (and d/b/a): _____ Legal Address: _____ Contract Manager: Trish Auger E-Mail: _____ Phone: _____ Contractor Vendor Code: _____ Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.) | COMMONWEALTH DEPARTMENT NAME: Middlesex Sheriff's Office MMARS Department Code: SDM Business Mailing Address: 400 Mystic Avenue, 4th Floor, Medford MA 02155 Billing Address (if different): _____ Contract Manager: Michael Blatus E-Mail: mblatus@sdm.state.ma.us Phone: 781.960.2806 Fax: 781.960.2902 MMARS Doc ID(s): _____ RF/Procurement or Other ID Number: 3920 |
| <input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input checked="" type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget) | <input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: ____, 20 ____ Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget) |
| The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services | |
| 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. <input checked="" type="checkbox"/> 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.) <input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). | |
| PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 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 (G.L.c. 29, § 23A); __only Initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay 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.) Contract for Secure Inmate Calling System and related services between the Middlesex Sheriff's Office and Securix with rates and services reflected in the Statement of Work (SOW). | |
| 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. <input checked="" type="checkbox"/> 2. may be incurred as of July 15, 2020, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. __ 3. were incurred as of __, 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 June 30, 2025, 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 makes all certifications required under the attached Contractor Certifications (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 Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, 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 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: X: _____ Date: 7/21/20 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____ | AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: Michael Blatus Date 7/15/2020 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Michael C. Blatus Print Title: Purchasing Director |



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions if Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paving and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement: Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy. Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an individual Contractor, and when the planned Contract performance with an individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc IDs, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) *See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. 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 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.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and VV-9s Policy.

COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, s. 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (If no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, s.9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, s.9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretarial signoff, evidence of Secretarial signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and 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:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 1417; G.L. c. 29, s. 29F; G.L. c. 30, s. 39R; G.L. c. 149, s. 27C; G.L. c. 149, s. 44C; G.L. c. 149, s. 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human and Social Services); MCPSA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29, s. 26, s. 27 and s. 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, s. 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C; G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors; withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meal Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sec. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

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"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order, and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A. **Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.