

PARTICIPATING ADDENDUM

INMATE COMMUNICATIONS

Led by the **State of Nevada**



Master Agreement #: 99SWC-NV22-13388

Contractor: Inmate Calling Solutions, LLC d/b/a ICSolutions

Participating Entity: **STATE OF IOWA**

State of Iowa Master Agreement #: **25122**

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:

1. Scope:

☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

☐ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Iowa and Contractor for Inmate Communications. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Within the State of Iowa, all state agencies, state facilities, cities, counties or education entities or any entity funded in part with state tax dollars, are eligible purchasers and authorized to purchase Products and Services under the terms of this Participating Addendum in lieu of a separate competitive selection process. (Exception: State of Iowa executive branch agencies must purchase according to applicable system standards and seek approval from the State of Iowa - Office of the Chief Information Officer when required as directed by Iowa Administrative Code before purchasing from this contract.)

3. Term:

☒ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

PARTICIPATING ADDENDUM**INMATE COMMUNICATIONS**Led by the **State of Nevada****CONTRACTOR:**

Name:	Michael Kennedy
Address:	2200 Danbury Street, San Antonio, TX 78217
Telephone:	215-533-0046
Fax:	
Email:	mkennedy@icsolutions.com

PARTICIPATING ENTITY:

Name:	Craig Trotter
Address:	1305 East Walnut Street, Des Moines, IA 50319
Telephone:	515-322-8593
Fax:	
Email:	craig.trotter@iowa.gov

Participating Entity Modifications and Additions to the Master Agreement

☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.

☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

[Removable Instruction: Insert text here to describe any changes or additions to the terms and conditions of the Master Agreement. Indicate which section numbers of the Master Agreement are being modified.]

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. Order of Precedence

1. The State of Iowa Participating Addendum ("PA");
2. The Lead Agency's Master Agreement (includes negotiated Terms & Conditions)
3. The Lead Agency's Solicitation including all Addendums; and
4. Contract Vendor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall

PARTICIPATING ADDENDUM**INMATE COMMUNICATIONS**Led by the **State of Nevada**

apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.
7. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.
8. Invoicing: For the duration of the contract, all product pricing shown on invoices submitted to the State shall:
 - Not fall short of the discounts quoted on the Pricing List.
 - Items covered under this contract are FOB Destination and shipping charges are not to be included on any invoice unless the Agency has ordered expedited shipment. For expedited shipment, Agency would submit their order including related shipping charges, which may not exceed the cost of delivery by the carrier.
 - Be verifiable against the manufacturer's then current retail price list
9. Affirmative Action: The Contractor its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agent and subcontractors shall comply with applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plan and policies as required under Iowa Administrative Code chapter 11-121.
10. Reports: The Contractor shall submit quarterly reports to the State of Iowa Contract Administrator showing all sales made quarterly against this Participating Addendum within the State of Iowa. Such reports will show the quantities and dollar volume of purchases by each Purchaser.

PARTICIPATING ADDENDUM**INMATE COMMUNICATIONS**Led by the **State of Nevada**

Schedule

Quarter Ending	Report Due
March 31	May 15
June 30	August 15
September 30	November 15
December 31	February 15

11. Participating Entity Reporting Requirements and Administration Fee: Without affecting the approved Product or Service prices or discounts specified in the Contract and this Participating Addendum, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the Participating State, made payable to the "Iowa Department of Administrative Services".

Send to:

State of Iowa – DAS/Central Procurement

Attention: DAS – CPFSE COO

1305 E. Walnut St.

Des Moines, IA 50319

12. Payment Terms: Payment Terms shall be Net 60 days. Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.
13. Terms and Conditions: The terms and conditions found in Attachment A shall govern this Participating Addendum.
14. Federal Funding Requirements: Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
15. Attachments: This Participating Addendum includes the following attachments:
- a. Attachment A – Additional Terms and Conditions

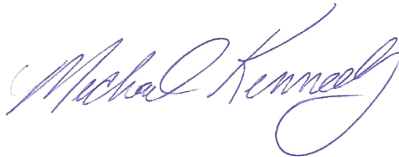
NASPO ValuePoint
PARTICIPATING ADDENDUM
INMATE COMMUNICATIONS
Led by the **State of Nevada**



IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY

CONTRACTOR

Signature: 	Signature: 
Name: Craig Trotter	Name:
Title: Purchasing Agent III	Title:
Date: 10/30/2024	Date:

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

ATTACHMENT A
ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions are in addition to the Master Agreement terms and conditions:

1.1 Setoff Against Sums Owed by the Contractor

In the event that the Contractor owes the State any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the State may set off the sum owed to the State against any sum owed by the State to the Contractor in the State's sole discretion, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under the law of setoff.

1.2 Compliance with the Law; Nondiscrimination in Employment

The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers.

Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

1.3 Taxes

The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The State is exempt from State and local sales and use taxes on the Deliverables. [State of Iowa Tax Exempt Letter](#)

1.4 Certification Regarding Sales and Use Tax

By executing the Contract, the Contractor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by the Iowa Code chapter 423; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(47) & (48). The Contractor also acknowledges that the State may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the State or its representative filing for damages for breach of contract.

1.5 Discounts

Contractor's stated prices shall be discounted using the discounts and price lists approved and agreed to with NASPO ValuePoint under the Master Agreement. The stated discounts are considered to be the minimum discount offered. Contractor may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons.

1.6 Billing

Billing instructions will vary depending on the Purchasing Entity and may be revised during the life of the Contract. Purchasing Entities requesting centralized billing will submit their billing instructions to the Contractor prior to Contract usage. Direct billing is also available through the local dealers. For State entities, any invoicing errors must be resolved and a corrected invoice provided prior to payment being made to Contractor or Contractor's dealers.

1.7 Delivery

The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. Destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Exceptions for rush orders, emergency orders, extreme distance (defined as a "ship to" location outside of the normal delivery routes of the Contractor), or other extenuating circumstances will be considered at the time of order placement and before delivery is made, and must be mutually agreed upon between the ordering entity and the Contractor.

1.8 Payment Terms

Section 28. Payment, of Exhibit A - General Terms and Conditions of the Master Agreement is modified to state the following:

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. Per Iowa Code § BA.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a vendor. The State of Iowa shall pay all approved invoices in arrears and in conformance with Iowa Code BA.514. The State of Iowa may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code § BA.514. Payments may be remitted by mail or electronic transfer or may be made via a State or political subdivision "Purchasing Card" with no additional charge.

1.9 Insurance

To the extent not self-insured the Contractor shall furnish the Participating Entity with a current Certificate of Liability Insurance indicating the following insurance coverages:

<i>Type of Insurance</i>	<i>LIMIT</i>	<i>AMOUNT</i>
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence Aggregate	\$1 Million \$1 Million

PARTICIPATING ADDENDUM**INMATE COMMUNICATIONS**Led by the **State of Nevada**

<i>Type of Insurance</i>	<i>LIMIT</i>	<i>AMOUNT</i>
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	A required by Iowa law

The Contractor shall send an updated COI to the Participating Entity's Contract Manager prior to expiration of the current COI for the duration of the Participating Addendum and any renewal periods.