

Contract B21318B

TYPE OF RECORD WITHHELD	DATE	AUTHOR	SUBJECT	TO AND CC'S	# OF PAGES	EXEMPTION	BRIEF EXPLANATION OF HOW EXEMPTION APPLIES
Contract B21318B Attachment B (page 33 & 34)	3/20/2009	King County	Commission and Rates		2	Court order No. 09-2-06175-1 SEA	Permanent Injunction as per court order No. 09-2-06175-1 SEA
Contract B21318B Attachment D- Forms following page 36	3/20/2009	King County	Authorization Form for Criminal History Reference Check		5	42 USC § 405(c)(2)(vii)(I)	Exemption of Social Security Number as per 42 USC § 405(c)(2)(vii)(I)

FILED

CERTIFIED
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KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

HONORABLE SUSAN J. CRAIGHEAD

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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

PUBLIC COMMUNICATIONS SERVICES,
INC., a California corporation,

Plaintiff,

v.

KING COUNTY,

Defendant.

No. 09-2-06175-1 SEA

ORDER GRANTING PERMANENT
INJUNCTION

~~PROPOSED~~ SC

This matter is before the Court on motion by Plaintiff Public Communications Services, Inc.'s ("PCS"). The Court has heard oral argument and considered all materials submitted by the parties, including:

1. Plaintiff's Motion;
2. Declaration of Tommie E. Joe;
3. Complaint;
4. Defendant King County's Response;
5. Declaration of Susan Krzyzanowski;
6. Plaintiff's Reply; and
7. Declaration of Seann C. Colgan.

ORIGINAL

1 Having considered the foregoing, the Court hereby makes the following
2 FINDINGS and CONCLUSIONS OF LAW:

3 1. PCS is a provider of inmate telephone services at correctional facilities. On
4 July 31, 2008, the King County Department of Adult and Juvenile Detention issued Request
5 for Proposal No. 1235-08MYP ("RFP") for the supply of telephone services to inmates of its
6 correctional facilities. PCS submitted a response to the RFP ("Proposal") and was awarded
7 the contract. The submission of a full and complete bid required PCS to provide King County
8 with certain confidential trade secrets and/or proprietary information, specifically the
9 following items: (1) PCS's price proposal, constituting pp C-143 through C-147 inclusive of
10 the Proposal; (2) a confidential client list, attached as an exhibit to the Proposal; (3) an audited
11 financial statement for 2007, attached as an exhibit to the Proposal; and (4) a bank letter of
12 reference, attached as an exhibit to the Proposal.

13 2. These items haven been kept confidential by PCS and have not been disclosed
14 to the public. PCS derives value from keeping these materials confidential. PCS undertakes
15 reasonable steps to prevent disclosure and maintain confidentiality.

16 3. PCS has been informed by King County that a records request has been
17 received for PCS's Proposal and that the County will not maintain the confidentiality of the
18 designated information and documents absent a court order.

19 4. PCS has a clear right under the Washington Uniform Trade Secrets Act,
20 chapter 19.108 RCW, and/or the Washington Public Records Act, chapter 42.56 RCW, to
21 prevent the disclosure of the confidential trade secrets and/or proprietary information
22 contained in PCS's Proposal.

23 5. PCS has shown a well-grounded fear that absent a permanent injunction, it will
24 suffer actual and substantial injury by having its confidential trade secrets and/or proprietary
25 information and documents released and subject to copying by its competitors.

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6. Disclosure of PCS's confidential trade secrets and/or proprietary information and documents would not be in the public interest.

7. A permanent injunction will not impose an undue hardship on any party.

8. A permanent injunction will not adversely affect the legitimate rights of third parties or the public.

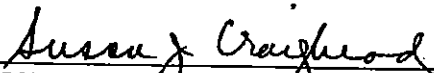
9. PCS has shown that the balance of equities in this matter supports issuance of a permanent injunction.

10. Plaintiff has provided defendant with notice of this motion.

Accordingly, IT IS HEREBY ORDERED as follows:

Defendant King County, its agents, employees, successors, attorneys, and all persons in active concert and participation with it or them, are hereby permanently RESTRAINED, PROHIBITED, AND ENJOINED from releasing the confidential trade secrets and/or proprietary information contained in PCS's Proposal, as identified in ¶ 1 of the Court's findings and conclusions of law, above.

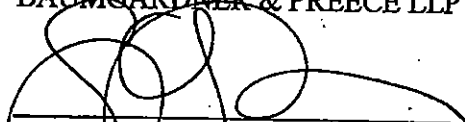
DATED this 3rd day of March, 2009.


HONORABLE SUSAN J. CRAIGHEAD
KING COUNTY SUPERIOR COURT JUDGE

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Presented By:

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King County

Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711
Fax 206-296-7676

Technology Contract

THIS CONTRACT, made this 19th Day of November, 2008, by and between King County, Washington, a home rule charter County and a political subdivision of the State of Washington (hereinafter "County") and Public Communications System, Inc. (PCS) with its principal place of business at Los Angeles, CA (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the County has caused Contract documents for:

Contract No. B21318B

Contract Title : Inmate Telephone System

to be prepared for certain Work as described therein; and

WHEREAS, the Contractor has assured the County that it has the specialized expertise and experience necessary to properly Provide the goods and Services in a timely manner and that its proposal includes all of the functions and features required for the goods and Services; and

WHEREAS, the County has accepted the Contractor's offer to Provide the goods and Services in accordance with the Contract's terms, Scope of Work and proposal documents; and

WHEREAS, by executing this Contract, the Contractor represents that the waiver of the Contractor's immunity under industrial insurance, Title 51 RCW, as set forth in the Contract documents was mutually negotiated by the parties; and

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to supply the goods and Services at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor, and the County agrees to pay the Contractor the Contract price Provided herein for the supply of the goods and Services and the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the Contract are set forth in the following exhibit parts each of which is attached hereto and by this reference made a part hereof in the following order of precedence: (1) Contract Amendment; (2) the Contract Document which includes: Definition of Words and Terms, Standard Contractual Terms and Conditions, Specific Contractual Terms and Conditions, Insurance Requirements, Scope of Work, and Attachments A) Scope of Work; B) Commission and Rates; C) Contractor's Insurance Forms; D) Employee/Vendor Background Form; E) Installation and Maintenance; F) Escalation Process; G) Equal Benefits Worksheet; H) 504 ADA Form; and I) Consultant Disclosure Form; (3) RFP Addenda; (4) Request for Proposals; (5) Contractor's Proposal

COMPANY NAME

Public Communications Services, Inc.

Authorized Signature

Name and Title (Print or Type).

Tommie E. Joe

Date:

11/20/2008

KING COUNTY

Authorized Signature

Name and Title (Print or Type):

Kathy Van Olst, Director

Effective Date:

11/25/08

Approved as to form only:

COPY

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DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written Documentation of the County's determination that the Contractor's Work has been completed in accordance with the Contract.

Buyer: Individual designated by the County to conduct the Contract solicitation process, draft and negotiate Contracts, resolves contractual issues and supports the Project Manager during Contract performance.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms or Scope of Work, signed by both parties, with or without notice to the sureties.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the County and the Contractor for completion of the Work under the Contract as set forth on Page 2 of this document.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Services or Work under the Contract.

Cost Analysis: The review, evaluation and verification of cost data and the evaluation of the specific elements of costs and profit. Cost Analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

County: King County and its officers, employees, agents, contractors, and subcontractors.

Day: Calendar Day.

Debit Calling: Debit calling is defined as the ability of the inmate to place a call and have the funds removed from the inmate's account within the Inmate Financial System.

Documentation: Technical publications and/or documentation relating to the use of the Software or Services to be Provided and delivered by Contractor under this Contract, such as reference manuals, training manuals, user manuals, maintenance manuals, installation, systems administration and technical guides designed to instruct the County on the features, uses, and functions of the Software or Services.

Effective Date: The date the Contract is countersigned by the County.

Enhancement: Technical or functional additions to the Software to improve Software Functionality and/or operations. Enhancements are delivered with new releases of the Software.

Error: An unanticipated Software problem resulting in program behavior not following the Software's logical design and/or the Contract.

Final Acceptance: The point when King County acknowledges that the Contractor has performed the entire Work in accordance with the Contract.

Object Code: The executable, machine-readable, form of a software program. Object code is instruction code in machine language produced as the output of a compiler or an assembler.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Price Analysis: The process of examining and evaluating a price without evaluating its separate cost elements and proposed profit.

Project Manager: The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration. This Contract may be part of a larger County project.

Provide: Furnish without additional charge.

RCW: The Revised Code of Washington.

Scope of Work (SOW): A section of the Contract consisting of written descriptions of Services to be performed, or the goods to be Provided or the technical requirements to be fulfilled under this Contract contained within Scope of Work Section.

Services: The furnishing of labor, time or effort by a Contractor, including Software Maintenance or Support, custom Software, or consulting but not involving the delivery of any specific manufactured goods.

Software: All or any portion of the then commercially available version(s) of the computer Software programs and Enhancements thereto, including Source Code, localized versions of the computer Software programs and Enhancements thereto, including Source Code and Documentation licensed and delivered by Contractor to the County.

Source Code: A set of instructions, written in a programming language, that must be translated to machine instructions before the program can run on a computer. These instructions must be compiled into Object Code before the computer can understand them.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Update: All published revisions to the Documentation and copies of the new release of the Software, which are not designated by Contractor as new products.

Upgrade: Subsequent releases of the Software and Documentation that generally have a new major version number, i.e. version 6.3 to version 7.0, not 6.3 to 6.4.

Vine System: The Contractor shall maintain the current VINE (Victim Information & Notification Everyday) System and Provide on-going maintenance and support at no cost to the County or victim.

Virus: Software code that is intentionally and specifically constructed for the purpose of destroying, interrupting or otherwise adversely impacting other code or data in a computer, such as replicating itself or another program many times without any useful purpose.

Work: Everything to be Provided and done for the fulfillment of the Contract and shall include all Software, Hardware and Services specified under this Contract, including Contract Amendments and settlements.

SECTION 1 STANDARD CONTRACTUAL TERMS AND CONDITIONS

1.1 Administration

This Contract is between the County and the Contractor who shall be responsible for providing the Work described herein. The County is not party to defining the division of Work between the Contractor and its Subcontractors, if any, and the Scope of Work has not been written with this intent.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform Work hereunder.

The Contractor's performance under this Contract may be monitored and reviewed by County personnel. Reports and data required to be Provided by the Contractor shall be delivered to the County as described herein.

1.2 Contract Amendment

All changes to the Contract shall be through a Contract Amendment. No oral order or conduct by the County shall constitute a change to the Contract. If any Contract Amendment causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under this Contract, the Contract may be modified if agreed to in writing by both parties. Contract Amendments may require a Cost/Price Analysis to determine the reasonableness of the proposed adjustments to the Contract.

Ref: KC CON 7-8-1 (AEP).

1.3 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, upon thirty (30) Day's advance written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop Work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor shall be paid its costs, including necessary and reasonable Contract closeout costs and profit on that portion of the Work performed and Accepted up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis.

B. Termination for Default

If the Contractor does not deliver Work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A "Notice to Cure" shall be served on the Contractor by certified mail (return receipt requested) or delivery service capable of providing a receipt. The Contractor shall have ten (10) Days to cure the default or Provide the County with a detailed written plan, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable

of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

3. The Contractor shall only be paid for Work delivered and Accepted, less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.
5. During the term of the Contract, and any renewals thereof, County and Contractor shall conduct Contract performance reviews every six months commencing on June 1, 2009, or at such a time and frequency as otherwise mutually agreed to between County and Contractor. If County determines after a performance review that Contractor has materially failed to perform under the Contract, County may, but is not obligated, to tender a Notice to Cure to Contractor under Section 1.3.B.1., above, regarding any such material performance deficiency. The Contract performance reviews shall address Contractor's performance under the Contract, proposed commission adjustments, if any, and Contract renewal as applicable.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced or limited in any way during the Contract term or in any Contract Amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.5, payment shall not exceed the appropriation for the year in which termination is effected. If the Contract is terminated for non-appropriation:

1. The County shall be liable only for payment in accordance with the terms of this Contract for Services performed and Accepted prior to the effective date of termination; and,
2. The Contractor shall be released from any obligation under this Contract (including any related purchase order) to Provide further Work pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

1.4 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances causing the inability to perform the requirements of this Contract. If a party is rendered unable, wholly or in part, by a force majeure event or any other cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise Provided for in this Contract, including Termination for Default. Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

1.5 Washington State Sales Tax

The County shall make payment directly to the State of Washington for all applicable State sales taxes if the Contractor is not registered for payment of sales taxes in the State of Washington. If the Contractor is so registered, it shall add the sales tax to each invoice and upon receipt of payment from the County, promptly remit appropriate amounts to the State of Washington.

1.6 Taxes, Licenses, and Certificate Requirements

This Contract and any of the Work Provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to Provide the specified goods or Services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and Subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to Provide the Work under this Contract.

1.7 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. An assignment shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

1.8 Indemnification and Hold Harmless

A. Patent and Copyright Indemnity

The Contractor shall protect, indemnify, defend and save harmless the County from any and all claims or lawsuits alleging a violation of a third party's copyright or patent rights. So long as the County gives Contractor prompt notice of any infringement claim brought against the County regarding the Software and the County gives Contractor information, reasonable assistance, and sole authority to defend or settle any infringement claim, then, in the defense or settlement of an infringement claim, Contractor shall, in its reasonable judgment and at its option and expense: (i) obtain for the County the right to continue using the Software; (ii) replace or modify the Software so that it becomes noninfringing while giving equivalent performance; or (iii) if Contractor cannot obtain the remedies in (i) or (ii), the parties may proceed to a court of competent jurisdiction to determine the amount of fees that shall be returned to the County. Before final payment is made on this Contract, the Contractor shall, if requested by the County, furnish acceptable proof of a proper release from all such fees or claims. Contractor shall have no liability to indemnify or defend the County to the extent the alleged infringement is based on: (i) a modification of the Software the County or others authorized by the County but not by the Contractor; or (ii) use of the Software by other than in accordance with the Documentation. If the County is required to defend itself or enter into a settlement agreement due to Contractor's failure to defend, Contractor shall indemnify the County for its costs and expenses as well as any judgment entered against the County.

B. Indemnification For All Other Actions

Except in circumstances where the County's gross negligence or intentional misconduct is a material contributing factor, in which case a right of set-off shall exist, Contractor shall protect, defend,

indemnify and save harmless the County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages for injuries to Persons and/or damage to tangible property, arising out of or in any way resulting from the acts or omissions of the Contractor its officers, employees, Subcontractors and/or agents. Contractor's indemnification obligation shall include but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor expressly waives by mutual negotiation, with respect to the County only, all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event the County incurs any costs including attorneys' fees to enforce the provisions of this subsection, all such costs and fees shall be recoverable from the Indemnitor.

C. Limitation of Liability

Except for the County's intentional and willful violations of Contractor's intellectual or proprietary rights, which can be attributed to the County management, and injuries to persons by either party, neither party shall be liable for any indirect, incidental, special or consequential damages, including but not limited to lost data or profits, however arising, even if it has been advised of the possibility of such damages. Excluding damages incurred under the paragraphs A and B, either party's liability for damages to the other under this Contract shall be limited to one million dollars. The parties agree to the allocation of liability of risk set forth in this subsection.

1.9 Applicable Law and Forum

This contract shall be governed by and construed according to the laws of the State of Washington, including but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract may only be filed and prosecuted in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle, Washington.

1.10 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest

By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest in the Contract, and that it shall not acquire any interest that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

B. Contingent Fees and Gratuities

By entering into this Contract to perform Work, the Contractor represents that:

1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3. Any Person having an existing Contract with the County or seeking to obtain a Contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current Contracts with the County canceled and shall not be able to enter into any other Contracts with King County for a period of two (2) years.

C. Disclosure of Current and Former County Employees

To avoid any actual or potential conflict of interest or unethical conduct:

1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.
2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's termination of this Contract.
3. After Contract award, the Contractor is responsible for notifying the County of current or former County employees who may become involved in the Contract at any time during the term of the Contract.

Ref: K.C.C. 3.04.015, 3.04.20, 3.04.30, 3.04.035, 3.04.060.

1.11 Claims and Appeals

The Contractor shall address claims for additional time or compensation under the Contract in writing to the Buyer and Project Manager within ten (10) Days of the date in which the Contractor knows or should know of the basis for the claim. Claims shall be accompanied by supporting documentation and citation to applicable provisions in the Contract Documents. The County reserves the right to request additional documentation necessary to adequately review the claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision issued jointly, but absent such written response, the claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager of the claim, or requested additional documentation, whichever is later.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager on additional time or compensation claims shall be a condition precedent to litigation.

Pending final decision of a claim and appeal hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the County.

1.12 Mediation

If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through the claims and appeal process set forth in the Claims and Appeals Section above, the

parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation, or other agreed form of ADR process, prior to commencing litigation.

1.13 Maintenance Of Records

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles for governmental entities. The Contractor shall retain all financial information, data and records for all Work under the Contract for six (6) years after the date of final payment.

B. Audit Access

1. Federal, state or County auditors shall have access to Contractor's and its Subcontractors' records for the purpose of inspection, Cost or Price Analysis, audit or other reasonable purposes related to this Contract. Federal, state or County auditors shall have access to records and be able to copy such records during the Contractor's normal business hours. The Contractor shall Provide proper facilities for such access, inspection and copying.
2. Audits may be conducted during or after the Contract period for purposes of evaluating claims by or payments to the Contractor and for any other reason deemed appropriate and necessary by the County. Audits shall be conducted in accordance with generally accepted accounting principles for governmental entities and/or federal, state or County audit procedures, laws or regulations. The Contractor shall fully cooperate with the auditor(s).

3. Proof of Compliance with Contract

The Contractor shall, upon request, Provide the County with satisfactory documentation of the Contractor's compliance with the Contract.

In addition, the Contractor shall permit the County and if federally funded, the Comptroller General of the United States, or a duly authorized representative, to inspect all Work, materials, payrolls and other data and records involving the Contract.

Ref: KCC 2.20.035, 2.20.040, 2.20.050, RCW 43.09.050, 43.88, 42.40.020, 42.40.040m 42.160.

1.14 Recycled Products Policy

Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them.

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper.

Reference: KCC 10.16 and King County Executive Policy CON 7-1-2.

1.15 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment and Provision of Services

During the performance of this contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate or tolerate harassment on the basis of race, color, sex, religion, national origin, marital status, creed, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code

("KCC") Chapter 12.16, 12.17 and 12.18 are incorporated herein by reference, and such requirements shall apply to this Contract.

B. Equal Benefits to Employees with Domestic Partners

Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19), and related administrative rules are incorporated herein by reference. They are also available online at: <http://www.metrokc.gov/procurement/services/eb.aspx>

C. Nondiscrimination in Subcontracting Practices

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, age, national origin, creed, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

D. Compliance with Laws and Regulations

The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act and the Restoration Act of 1987. The Contractor shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

E. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities

King County encourages the Contractor to utilize small businesses, including Small Contractors and Suppliers (SCSs), as defined below, and minority-owned and women-owned business enterprises in County contracts. The County encourages the Contractor to use the following voluntary practices to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises:

1. Inquire about King County's Contracting Opportunities Program. King County has established a Contracting Opportunities Program to maximize the participation of Small Contractors and Suppliers (SCS) in the award of King County contracts. The Program is open to all SCS firms certified by the King County Business Development and Contract Compliance Office (BDCC). As determined by BDCC and identified in the solicitation documents issued by the County, the Program will apply to specific contracts. However, for those contracts not subject to the Program or for which the Contractor elected not to participate in the Program during the solicitation stage, the Contractor is still encouraged to voluntarily inquire about available firms. Program materials, including application forms and

a directory of certified SCS firms, are available at the following Web-site address:
[http://bdcc.metrokc.gov/bred/Lists/SCS Certified Contractors/Public View1.htm](http://bdcc.metrokc.gov/bred/Lists/SCS%20Certified%20Contractors/Public%20View1.htm). Telephone
206-205-0700, TTY: Relay 711, for more information

The term "Small Contractors and Suppliers" (SCS) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industry Classification System and Owners' Personal Net Worth less than \$750K dollars.

2. Contact the Washington State Office of Minority and Women's Business Enterprises (OMWBE) to obtain a list of certified minority-owned and women-owned business enterprises by visiting their website at <http://www.omwbe.wa.gov/> or by telephone 360-704-1181
3. Use the services of available community organizations, consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including SCS firms and minority-owned and business-owned enterprises.

F. Equal Employment Opportunity

The Contractor will implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.

G. Record-Keeping Requirements and Site Visits

The Contractor shall maintain, for at least 6 years after completion of all work under this Contract, the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit, at any time, the site of the work and the Contractor's office to review the foregoing records. The Contractor shall Provide every assistance requested by the County during such visits. In all other respects, the Contractor shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Contract.

H. Sanctions for Violations

Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

1.16 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Contract. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain valid and binding.

1.17 No waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

SECTION 2 SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

2.1 Execution of the Contract

The documents constituting the Contract between the County and the Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract documents, they shall take precedence as listed on the Contract, page 2. Upon the Effective Date, the County shall issue purchase orders directing the Work to be performed.

The Contract may be executed in counterparts, any of which shall be deemed an original and which shall together constitute one Contract.

2.2 Contract Term, Commissions and Rates

The initial term of this Contract shall be five years and may be extended for additional three, one-year increments, commencing on the Effective Date of the Contract and subject to the termination provisions at subsection 1.3, Termination for Convenience/Default/Non-Appropriation. The Warranty Period begins at Final Acceptance and continues for a period of twelve (12) months. Upon the completion of the Warranty Period, the Maintenance Agreement begins and continues from year to year unless terminated as described in this Contract. The maximum term for this Contract, consisting of the initial term plus extensions, is **Eight (8) years** unless extended by written agreement signed by all parties.

Contractor shall pay to the County commissions as set forth in Attachment B, and shall implement the call rates set forth in Attachment B.

2.3 Notices

All notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when delivered to the addresses set forth below.

For Project Management related notices, questions or documentation:

KING COUNTY	CONTRACTOR
Project Manager -	Project Managers
Pat Presson, DAJD Finance Manager	George McNitt Anthony Arellano
500 Fifth Avenue	11859 Wilshire Blvd. Suite 600
Seattle, WA 98104	Los Angeles, Ca 90025
206-296-3410	(310) 954-5402
pat.presson@kingcounty.gov	george.mcnitt@teampcs.com anthony.arellano@teampcs.com

For Contract related notices, questions or documentation contact:

King County Procurement and Contract Services Section	Public Communications Services
M.S. CNK-ES-0340	
Chinook Building, 3rd Floor	Vice President Of Sales & Marketing
401 Fifth Avenue	Rudy Zaragoza
Seattle, WA 98104	11859 Wilshire Blvd., Suite 600
Buyer -	Los Angeles, Ca 90025
(206) 263-	(800) 350-1000 ext.5472
Michelle.post@kingcounty.gov	rudy.zaragoza@teampcs.com

2.4 Purchase Orders

Purchase orders shall be issued referencing this Contract number. Purchase order(s) shall define and authorize the Work by the Contractor based on the prices contained in this Contract. The purchase orders issued by the County may reflect agreed to modification(s) of Contract terms, funding or other matters subject to subsection 1.2, Contract Amendment.

2.5 Acceptance Process

The County may Accept Work by phase or milestone as specified in the Scope of Work. The Contractor will give the County "notice of completion" of Work related to a specific milestone following the Contractor's completion of all such Work in accordance with the requirements in the Contract.

- A. Acceptance Process Upon completion of the milestone deliverables, the Contractor will notify the County and the Acceptance process will commence. Acceptance shall be based on conformance with the Scope of Work. After notice by Contractor of completion of the milestone, County will issue a written notice of milestone Acceptance or Provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining items not in compliance with the deliverable guidelines.
- B. Correction of Deficiencies Process If a deliverable is rejected, Contractor will have a commercially practicable time to correct items documented in the County's notification of rejection. Following the delivery of Contractors' notice that the Work has been corrected, the County will issue a written notice of Acceptance or Provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining Work not in compliance with the milestone. The project schedule will be adjusted accordingly in the event that a dispute regarding the method or accuracy of the correction causes a delay. If the deliverable(s) fails to comply with the milestone after Contractor's second attempt to correct the Work and no clear plan can be agreed upon between the County Project Manager and the Contractor's Project Manager, the County will determine the appropriate corrective actions.

2.6 Final Acceptance Process

The County shall begin the Final Acceptance process in accordance with the Contract as follows:

- A. The parties shall agree on the start date for the Acceptance test.
- B. The Acceptance test shall include thirty (30) Days of continuous operation of the Work without material defect in accordance with the Contract in the County's fully implemented production environment.

- C. If the County Accepts the Work, the County will send a notice of Final Acceptance to the Contractor.
- D. If County determines that the Work is not Acceptable, the County shall notify the Contractor in writing, describing the deficiencies.
- E. The Contractor shall either Provide a detailed, written plan to achieve Final Acceptance or to make corrections or replacements within a mutually agreed upon time period. The parties shall mutually agree on a start date for beginning another Acceptance test.
- F. Another thirty (30) Day successful operation period shall follow any corrections or replacements to the Work. Two (2) or more thirty (30) Day operation Acceptance test periods can occur if mutually agreed to by the parties.
- G. If the County Accepts the Work following a second or subsequent Acceptance test the County will send a notice of Final Acceptance to the Contractor.
- H. If the Contractor does not correct or replace the unacceptable Work the County may declare a breach of Contract.

2.7 Warranty Provisions

- A. No Waiver of Warranties and Contract Rights Conducting of tests and inspections, review of Scope of Work or plans, Acceptance or Final Acceptance of the Work by the County shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Contractor from its warranty/guarantee responsibility.
- B. Warranty Term The Contractor warrants that the Work performed under this Contract shall be free from defects in material and workmanship, and shall conform all requirements of this Contract, for a period of twelve (12) months from date of Final Acceptance of such Work by the County. Any Work corrected shall be subject to this subsection to the same extent as the Work initially provided.
- C. Warranty Applicable to Third Party Suppliers, Vendors, Distributors and Subcontractors The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to the County by the Contractor and those extended to the Contractor by its suppliers, vendors, distributors and Subcontractors. Such inconsistency or difference shall not excuse the Contractor's full compliance with its obligations under this Contract. The Contractor shall cooperate with the County in facilitating warranty related Work by such suppliers, vendors, distributors and Subcontractors.

2.8 Express Warranties for Services

- A. Contractor warrants that the Services shall in all material respects conform to the requirements of this Contract.
- B. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the Services in a timely and professional manner; and that the Services shall conform to the standards generally observed in the industry for similar Services.

- C. Contractor warrants that the Services shall be in compliance with all applicable laws, rules and regulations.
- D. Contractor warrants that the performance of the Services and any Software provided is free from intentional Viruses, disabling code or other intentional programming defects. Prohibited intentional programming defects include, but are not limited to, features such as "backdoor shutdown mechanisms", "time bombs", "automatic unauthorized connection to outside systems", programming that responds to or Provides information to outside systems' "pinging", and features that can "retire", "shut down", "cripple" or "stop" the Software. Contractor further warrants that neither the Software alone or through contact with the Contractor is capable of electronic self-help that may deprive the County of the use of the licensed Software.

THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.9 Defective Work

Prior to Final Acceptance, when and as often as the County determines that the Work, furnished under the Contract is not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to the Contractor. Within seven (7) Days of receiving such written notification, the Contractor shall supply the County with a detailed, written plan which indicates the time and methods needed to bring the Work in compliance with the Contract. The County may reject or accept this plan at its discretion. If the County rejects the plan the Contractor may be determined to be in material default of the Contract. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the County by law, including those available under the Uniform Commercial Code, Title 62A RCW.

2.10 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent Contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit, which would accrue, to an employee under chapter 41.06 RCW or Title 51 RCW.

2.11 Non-Disclosure of Data

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the express written approval of the County.

2.12 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third party's confidential information. If the Contractor is

required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

2.13 Public Disclosure Requests

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, Chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to King County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. King County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

2.14 No Prototype Components

All Work shall be in production and be used by customers comparable to the County at the time of the Contract Effective Date. Test or prototype items shall be clearly identified as such. A sufficient inventory of the Work shall be available to meet delivery requirements.

2.15 Industrial and Hazardous Waste

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to a public sewer, private sewer, or side sewer tributary to the metropolitan sewerage system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

2.16 Prohibition on Asbestos-Containing Products

Asbestos-containing products shall not be provided to the County under this Contract, unless no practicable alternative for the asbestos-containing product exists and the Contractor obtains the written consent of the County. The Contractor shall notify the County in writing at least sixty (60) Days before it plans to supply the County with an asbestos-containing product. The County shall respond to such notification within thirty (30) Days of receipt. The Contractor shall comply with applicable state, federal and local labeling and other laws, regulations and ordinances pertaining to asbestos-containing products, including, but not limited to, the State of Washington Industrial Safety and Health Act and the federal Occupational Safety and Health Act.

2.17 Changed Requirements

New federal, state and County laws, regulations, ordinances, policies and administrative practices may be established after the Contract Effective Date is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through subsection 1.2, Contract Amendment.

2.18 Liquidated Damages

- A. Time is of the essence on each and every portion of the Contract. Attachment E to this Contract sets forth the schedule for installation of equipment and implementation of the telephone services to be provided under this Contract (the "Implementation Schedule"). The Parties agree that, for each Day after the date of January 19, 2009 that material items on the Implementation Schedule remain uncompleted, the Contractor shall pay the County the sum of \$500 per Day fixed and agreed, liquidated damages, but not as a penalty.
- B. Attachment F to this Contract sets forth the Performance Standards applicable to the Work to be performed by Contractor under the Contract, and the liquidated damages identified in Attachment F that shall apply, if any, for the failure of Contractor to meet any Performance Standard.
- C. Liquidated damages or any excess costs shall not be charged when the delay or failure to complete the Implementation Schedule as set forth in Attachment E, the Performance Standards as set forth in Attachment F, or the Work is due to Force Majeure or when the County materially contributes to or causes the delay.

2.19 Patents, Copyrights and Rights in Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the County. The County in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Contractor agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other Work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page, (or in such case of maps, in the name block), as may be requested by the County. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

The Contractor shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

2.20 Enhancements, Upgrades, Replacements and New Versions of Software

- A. The Contractor agrees to Provide to the County, at no cost, prior to, and during installation and implementation of the system any Software/firmware Enhancements, Upgrades and replacements which the Contractor initiates or generates.
- B. As long as the County has a maintenance agreement for the Software, the Contractor shall notify the County of the availability of newer versions of the Software and within thirty (30) Days Provide the County with this new version. The Contractor shall Provide free Updated Documentation in the form of new revision manuals or changed pages to current manuals consistent with the original Documentation supplied and reflecting the changes included in the new version of the Software. The Contractor shall Provide bug status reports specifying all known, outstanding bugs in the new Software versions. The information shall be updated periodically as new information and work-arounds become known. The Contractor shall also Provide free installation instructions, procedures and any installation program required by the Enhancement, Upgrade, Replacement or New Versions of the Software.

2.21 HIPAA – Protecting Patient Privacy

The Work under this Contract may require compliance with “The Health Insurance Portability and Accountability Act of 1996” (HIPAA). Information on this Act can be found at the U.S. Office of Civil Rights website: <http://www.hhs.gov/ocr/hipaa/>.

2.22 Security

- A. The Contractor shall provide an operation plan and procedures that demonstrate safeguards to Provide for the security necessary to deliver products to a correction facility. Specify measures to ensure there is no introduction of contraband at any point in which the Contractor is involved. The final operation plan is subject to review and endorsement of the County Jail Operations Division.
- B. Employees or any person working on behalf of the Contractor shall be required to submit to and pass a background investigation that includes criminal records and personal reference check. This background investigation shall be at the Contractor’s expense. Please reference Exhibit D for further information.
- C. Employees or any person working on behalf of the Contractor shall attend a Security Orientation Class sponsored by County. This class shall be conducted at the Contractor’s expense.
- D. Employees or any person working on behalf of the Contractor shall possess State of Washington picture identification. In the event King County issues picture identification to the Contractor’s employee or any person working on behalf, the employee shall wear the identification at all County facilities. The Contractor shall notify the DAJD Admin Captain at the time the employee or person working on behalf of the Contractor terminates employment. The Contractor shall confiscate the picture identification and return it to the DAJD Maintenance and Supply Section.
- E. Employees or any person working on behalf of the Contractor who provide service and maintenance to the machines in any correctional facility and have an active warrant are subject to arrest and detention.
- F. Upon request of the Contractor, County will Provide Contractor’s employees or any person working on behalf training on correction facility operational conduct and safety at Contractor’s expense.
- G. Upon entry to any correctional facility, all employees or any person working on behalf of the Contractor shall abide by all procedures and protocol of that facility. Employees or any person working on behalf of the proposer shall immediately follow any directive from the facility’s staff.

2.23 Partnership with Commissary Vendor

Contractor shall maintain a sound working relationship with the County’s commissary vendor and shall take the lead and be responsible for implementing necessary modifications for personal identification numbers (PINS) and debit calling.

- 2.24** At the County’s discretion, Contractor personnel may be subject to a security/background check. If County chooses to implement these checks, Contractor’s employees, agents, consultants or sub-contractors may be required to complete the form attached to this Contract at Attachment D and, for those persons who will be entering County correctional facilities, submit to fingerprinting by the County as part of the investigation process. Without limiting the foregoing, Contractor agrees that any of Contractor’s employees, agents, consultants or sub-contractors with access to the *PCS Telephone* system or any King County data within the *PCS Telephone* System, shall at a minimum complete the [form] attached to this Contract at Attachment D and submit to fingerprinting.

SECTION 3 INSURANCE REQUIREMENTS

3.1 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Contractor shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the County shall receive notice at least forty-five (45) Days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Contractor shall, upon demand of the County, deliver to the County all such policies of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.
- C. Failure to Provide such insurance in a timeframe acceptable to the County shall enable the County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

3.2 Insurance Requirements

- A. The Contractor shall obtain and maintain the minimum insurance set forth below.

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Contract.

For all coverages:

Each insurance policy shall be written on an "occurrence" form; excepting insurance for professional liability/errors and omissions. Professional liability/errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "Claims Made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Contract.

- B. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. General Liability

Insurance Services Office form number (CG 00 01 current edition) covering COMMERCIAL GENERAL LIABILITY.

2. Automobile Liability

Insurance Service form number (CA 00 01 current edition) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8 and 9.

3. **Workers' Compensation**

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or "Other States" State Law.

4. **Employers Liability or "Stop Gap":**

The protection provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

C. **Minimum Limits of Insurance**

3.3 The Contractor shall maintain limits no less than, for:

- A. **General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, including for products and completed operations and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
- B. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. **Workers' Compensation:** Statutory requirements of the state of residency.
- D. **Employers Liability Stop Gap:** \$1,000,000.
- E. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions shall be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

F. **Other Insurance Provisions**

The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

1. **Liability Policies:**

The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Use the above exact language on the Endorsement Form. (CG 20 10 current edition or its equivalent)

To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way.

The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

G. **Acceptability of Insurers**

Unless otherwise approved by the County:

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time one of the foregoing policies shall fail to meet the above stated requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

H. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. **Insurance coverages Provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.**

I. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable Federal, State and Local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

J. Endorsements

Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 current edition" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**

ATTACHMENT A
SCOPE OF WORK

1. All equipment shall be new and maintained at current industry standards and in compliance with this Contract. The Contractor shall install all new equipment with an installation timeline from November 17, 2008, to January 12, 2009; provided, however, that (a) new telephones shall be installed by January 31, 2009 and (b) the implementation of inmate voice mail capabilities under Paragraph 71, below, shall occur on or before 120 days after final approval by the County of the inmate voice mail system features and requirements. Scheduling of installations shall be coordinated with continuing jail operations.
2. Telephone instruments shall be line powered such that, the telephone does not require separate electrical power at the device. Telephone instruments shall be specifically designed for use in a correctional environment and shall be approved by the County prior to installation. Converted coin or other telephones shall not be accepted.
3. The Contractor shall Provide a solution that is configured with built-in redundancy to ensure no loss of data or functionality. Should the centralized system experience a catastrophic failure for any reason, the inmate telephone system will automatically route to a backup server with no loss of functionality or delay in call processing.
4. The Contractor shall maintain and ensure state-of-the-art systems and technology to meet or exceed the requirements of the County at no additional cost. Software upgrades will be Provided at no charge to the County. Upgrades are performed remotely as new features are released and/or other software enhancements are perfected. Upgrades can be performed any time throughout the day.
5. If future expansion is required, the additional capacity can be added to the system easily with an increase in number of inmate telephones, network capacity, and hardware at the collocation. Such expansion shall be pursuant to a Contract Amendment as is described in section 1.2 of this Contract.
6. Contractor shall comply with all applicable Federal Communications Commission (FCC) and Washington Utilities and Transportation Commission (WUTC) regulations. All electrical equipment shall be included in the Contract and installed in compliance with National Code requirements.
7. All wiring installed shall be at the Contractors' expense, shall be concealed or encased in a hardened, tamper resistant material and meet County requirements. The proposed wiring design shall be reviewed and approved by King County to ensure compliance. All installed wiring shall become property of the County at the end of the contract.
8. All inmate phones shall be "dumb" (phones which are void of coin operation) phones that feature reinforced internal lanyard cables, high security, heavy duty steel encased housings, a heavy chrome metal keypad and a handset and armored cord with steel lanyard. This lanyard shall exceed no more that 8 inches outside the encased housing and shall extend from the top of the instrument. They shall be vandal resistant and tamper proof. Telephone housings shall be securely fastened to the wall using a back plate with stainless steel security screws that are countersunk to ensure maximum security.
9. Each telephone shall have signage that the call "may be monitored and/or recorded." In addition, prior to each inmate call a voice prompt will be played indicating "this telephone call may be monitored and/or recorded" or a message of like nature.
10. All telephone instruments shall be new and have touch-tone keypads.
11. Amplified handsets, with external volume control, are required in all areas. Those telephones shall be fitted with volume control device, which shall allow the inmate to increase or decrease the volume of the handset earpiece.
12. Each facility shall also have access to three (3) TTY phones and one (1) cart phone.

13. Contractor shall Provide four (4) cordless, stainless steel, wall-mounted, hands free, telephones and signage with an explanation of the hardware/equipment and user instructions. These telephones shall be used in the Department's Inmate Management Unit (IMU) and Acute Psychiatric Housing.
14. Contractor shall Provide free telephone calls to telephone numbers as designated by the County.
15. Contractor shall Provide free local telephone calls in 15 minute increments from the Intake/Transfer/Release area.
16. All telephones and wiring shall be compatible with current staff station panel configuration to control the telephone on/off switch.
17. The entire system shall be designed as a web application with all functionality of the system accessible through an Internet connection by any remote user with appropriate security authorization. There shall be NO limitation to the number of users that can attach to the system simultaneously. This functionality includes but is not limited to: all management and configuration functions, the ability to listen to live calls in progress, play any and all recorded calls stored on the system, block or allow phone numbers, turn phones on and off, configure any phone within the facility or any other function that may be performed locally from a desktop attached to the phone system. Contractor shall be responsible for providing all web servers, application servers, and database servers required by their system.
18. The database for the system is maintained in three locations: an on-site Data Center at the telephony server; a Primary Secure Data Center located in Los Angeles, California; and a Secondary Data Center, located in Dallas, Texas. The off-site Data Centers are automatically replicated on an on-going basis, so that each center holds a complete and up-to-date database of the call data from the facility. The Data Centers in Los Angeles and Dallas include the controlling computer for the ITS. The system uses the central database for all calling applications. When an inmate lifts the receiver to make a telephone call, the on-site call processor immediately requests information from the Data Center (the controlling computer), which instructs the call processor at every stage of the call. Should the primary computer crash for any reason, the on-site call processor automatically reroutes the query to the backup computer at the Primary Data Center. Should the on-site call processor be unable to query the Primary Data Center (for example, in case of a natural disaster that disrupts the connection), the query will be automatically routed to the Secondary Data Center where it will be responded to by the Secondary controlling computer.
19. The system shall include: One-way, out-going only service. Collect, pre-pay or debit calling only. Person-to-person calling shall not be allowed. Direct dialed calls of any type shall be prohibited.
20. Access to "411" and/or "555-1212" information service shall be prohibited.
21. Access to multiple long distance carriers via 800+, 888+, 866+ 877+ 900+, 950+, 976+ or 10XXX numbers and other calls as defined from time to time by the County shall be prohibited.
22. Access to the "911" emergency system shall be prohibited.
23. Contractor shall Provide ability to route dialed numbers to an alternate phone number or extension. (Ex. Dialing 911 may be routed to the facility's main phone number or a specially designated "Crimestoppers" line. This functionality shall give the facility the ability to route an unlimited number of phone numbers that may be dialed from a phone.
24. The Inmate Telephone shall be capable functioning with or without "Caller ID" information present on the inmate phone lines.
25. The Inmate Telephone System shall utilize software controlled cut off switches in addition to the automatic on/off timers. The system shall have the ability to shutdown one phone, group of phones or all phones. This capability shall be available for authorized remote users via an internet connection.

26. The Inmate Telephone System shall support global automatic on/off times for the phones. In addition to global on/off times, the system shall have multiple on/off times for specific phones or groups of phones as well as services available for those phones that can over-ride the global on/off times. (Ex. Commissary entries may only be enabled for specific phones within specific time frames). This capability shall be available for authorized remote users via an Internet connection.
27. Telephone station equipment shall be powered by the telephone line and require no additional power source.
28. The system shall be capable of requiring the use of authorized Personal Identification Numbers (PIN) assigned to each inmate without an administrative burden upon the County. The PIN numbers shall be generated without increasing administrative costs or the need for special equipment.
29. The PIN number shall control all calls that are being processed for that inmate. The PIN number shall be able to determine the type of call that the inmate is permitted to complete. As an example, Inmate John Doe may be able to only make local calls. Types of calls and services are, but are not limited to, Local Calls, Inter-LATA Calls, Intra-LATA Calls, Inter-State Calls, International debit Calls, Debit Calls and Commissary Ordering of phone cards.
30. The system shall be able to take an individual station out of service.
31. The Inmate Telephone System shall allow for a maximum number of rings prior to disconnecting the inmate call. The County shall control this "ring time" parameter. This capability shall be available for authorized remote users via an Internet connection.
32. Contractor shall Provide the following call detail information: All call detail records should be available to facility personnel in real time twenty-four (24) hours a Day. This capability shall be available for authorized remote users via an Internet connection. The records shall Provide the following minimum information on all inmate calls attempts:
 33. Station number originating call
 34. Number dialed (up to 30 digits)
 35. Trunk group and trunk number call route
 36. Duration of call in minutes and seconds
 37. Time of day originated and terminated
 38. Billing amount
39. The system shall have the ability to have restrictions vary by the combination of inmate and called-party so that special treatment may be afforded for calls to attorneys or other privileged communications with the possibility of routing to a pin-protected voicemail system.
40. All collect calls shall be processed without the involvement of a live operator.
41. Call acceptance by the called party is to be accomplished through an active process initiated by the called party. The active process required is the dialing of a digit on the called party's telephone.
42. The active call acceptance method shall permit the called party to accept the call by dialing the digit specified on a Touch-Tone telephone> Contractor shall provide rotary dial telephone customers with a reasonable method to accept calls.
43. The active call acceptance method shall permit the called party to block calls from the inmate calling or block all calls originating from the facility.

44. During the call set up process, a prerecorded announcement identifying that the collect call is coming from a specific inmate at a specific Correctional Institution shall be heard by the answering party. A pre-recorded statement of the inmate's name that is placing the call shall be used as identification to the called party. It is not permissible to require or permit the inmate to state his name during the call set up process other than the initial recording which is to be performed the first time an inmate places a call.
45. No pre-acceptance communication by the inmate who is placing the call is permitted. However, the inmate shall be able to hear the call set up announcements and acceptance results that occur after the call has been answered.
46. The system shall be capable of providing an announcement which overlays as background to the voice conversation stating that the call is from a Correctional Institution. The system shall allow this overlay announcement to be automatically played intermittently during the call.
47. The County's internal network is supported using a Novell 5.X operating system and the standard desktop configuration is Windows XP/Office XP. Looking forward, County shall migrate to a Windows Server network environment while the desktops shall be upgraded to Windows XP/Office 2007 with Microsoft Internet Explorer that will allow access to the Contractor's external IP address through the County's firewall. The Contractor's system shall be fully compatible running on the existing network and have the ability to be monitored from any terminal on the network. Live call monitoring, recording and playback features shall operate with full functionality from any workstation on the network that is configured with a sound card and speakers.
48. The Contractor shall explain the control and administration functions performed to include but not be limited to the following: Time of day and day of week restrictions for specific inmate phones and inmates and telephone shut-off and system usage report generation by telephone number.
49. The system shall Provide centralized system reporting capabilities and shall be capable of producing immediate, real-time reports. This capability shall be available for authorized remote users via an internet connection.
50. The system shall be able to establish call time limits by telephone number, globally, or by inmate for inmate calls. A warning tone or announcement shall be given to the caller prior to the call being terminated. The system shall be able to have this limiting factor disengaged for specific numbers i.e., attorney's numbers. This capability shall be available for authorized remote users via an internet connection.
51. The system shall be capable of denying certain specific telephone numbers from inmate calling. The centralized processor shall have the capacity to block at least 500,000 common ten digit numbers. This capability shall be available for authorized remote users via an Internet connection.
52. The system shall be capable of processing calls on a selective, bi-lingual basis (English and Spanish). The inmate and the called party shall be able to select the preferred language using a keypad code. Contractor shall include other languages that are available for implementation as reasonably requested by the County.
53. The Inmate Telephone System shall have a Call Alert feature. This feature will alert County personnel that a designated inmate is placing a call or is placing a telephone call to a specific number that has been assigned alert status. County personnel at the County's discretion will activate this status. Alert notification allows the notified party (if alerted via a phone or cell phone) to listen to the in process call without the inmate or called party having any knowledge of this monitoring. Notification shall be able to be configured to alert devices based upon time of day settings and require the notified user to enter a security code. Additional alert notification shall include pager and email as well. The system shall be further capable of alerting a specific party using different phone numbers depending on time of day and day of week. Configuration of alerts and notified parties shall be available for authorized remote users via an Internet connection

54. The Inmate Telephone Station Equipment shall be capable of reducing background noise through the use of confidencers or directional microphones in the handset.
55. The Contractor shall Provide a telephone number which shall be clearly shown on the called party's bill for assistance in billing matters.
56. The Inmate Telephone System shall not charge inmates for calls that result in Special Information Tones (SIT), ring/no answer, or busy conditions.
57. The facility shall have the ability to Provide inmate population with complaint forms that are filled out by inmate population then manually entered into the system via the Site Admin/Tech.
58. The Inmate Telephone System shall Provide the called party with the option to block all future calls from the calling inmate or all future calls from the facility when answering a call. This feature shall be available for debit, pre-pay and collect calls. The activation or deactivation of this feature shall be controlled by the facility.
59. The Contractor shall Provide all electrical and environmental requirements of the system.
60. The Contractor shall Provide and install adequate surge protection for the proposed Inmate Telephone System and its components. The use of traditional "power strips" for surge protection is not acceptable for this requirement. In addition to surge protection all inmate telephone equipment shall be connected to a proposer supplied Uninterrupted Power Supply (UPS). This UPS shall have the ability to maintain the system in a fully functional state for a minimum of 15 minutes.
61. The Contractor shall Provide the procedures to re-establish connection when commercial power to the Inmate Telephone System is lost.
62. The Inmate Telephone System shall be capable of detecting unusual or suspicious number sequences dialed or dialing patterns which the system identifies as possible attempts to commit fraud.
63. The Inmate Telephone System shall allow the County to immediately and remotely turn telephones on and off. This shall be capable of being accomplished for individual telephones or the entire County by its staff with the appropriate authorization level.
64. The quality of reception to both the called party and the inmate will meet telecommunications industry standards for service quality and will be subject to County Acceptance. At any time during the term of the Contract the County will have the option to check and ensure the ongoing quality of the outgoing trunk lines and the connection between the inmate phone and the telephone room. Any required improvements will be Provided by Contractor at no expense to the County.
65. Facility personnel with the appropriate secured user access can allow changes to be administered in "real-time" while the system is in use. Authorized personnel have the ability to run reports, control phone times, set recording and monitoring features from any workstation connected to the Internet. The system shall not need to be taken off line to make additions, changes or retrieve reports.
66. The County retains ownership of all archived information, call detail, inmate records. Using a centralized intelligence approach, the digital recordings are stored on premise, allowing the County to keep "the chain of evidence" in house, yet allow for all the benefits of centralized intelligence.
67. The Inmate Telephone System shall Provide reporting and querying methods and capabilities that Provide maximum flexibility, a user-friendly interface, speed, efficiency and accuracy.
68. The Contractor shall be responsible for implementing inmate identification information. This description shall include such items as assignment of a PIN (6 digits minimum) for telephone calls, length of inmate

name fields (first, middle, last), identifier of County, comments field, language preference field, account activation date, date of arrival, current status, etc. without administrative support from the County.

69. The system shall offer the capability for a Debit Calling by inmates. The called party shall have the right to decline the call and neither the called party nor the inmate will incur charges.
70. If the called party is required to place a deposit or pre-pay for calls the called party shall have the ability to establish an account via the Internet and place money on that account with excessive associated fees. The called party shall also be able to place money on an existing account and review the balance in the account. This service shall be available twenty-four hours a day, three hundred and sixty-five days a year. The minimum balance to establish a prepaid collect account shall be \$25. The Contractor furthermore agrees to implement the "Pay2Talk" service, which allows a called party to pay for an inmate's telephone call, at the time of the call, with a credit card..
71. The inmate telephone system shall have voicemail capabilities which enable attorneys, law enforcement agencies, or other individuals authorized at County's discretion to leave messages for an inmate. The system should be tied to the inmate's PIN number or another means to allow the inmate to retrieve their messages. The system should have the capability of allowing County investigative staff or those staff authorized at the Department's discretion to retrieve these messages and burn them to disk for law enforcement purposes, or upon order of a court. The development and implementation of voice mail capabilities shall not be part of the initial implementation schedule. The implementation of inmate voice mail capabilities shall occur on or before 120 days after final approval by the County of the inmate voice mail system features and requirements.
72. The Contractor shall maintain the current VINE (Victim Information & Notification Everyday) System and Provide on-going maintenance and support at no cost to the County or victim.
73. The inmate telephone system shall comply with all ADA (American Disabilities Act) requirements within a correctional facility.
74. The Contractor shall Provide professional, courteous and timely customer service. The County expects the Contractor to treat all inmates, family members, staff members and other customers in a respectful manner. All calls shall be answered in three (3) minutes and email inquiry responses shall be made within one business day. Customers who accept calls from any of the Contractor's managed correctional facilities may call a dedicated toll free number (888) 288-9879. This number is operational through live representatives 6 a.m. to midnight Pacific Time seven days a week, or through automated prompt options 24 hours a Day. The Customer Service Representatives handle calls such as setting up prepaid accounts, customer billing, call rate inquiries, disputes, credits, refunds, complaints, and questions. Customers may also visit our website at www.PCSTelcom.com to enroll in a prepaid program or to obtain more information. In addition, inmate complaints can be addressed by the Contractor-Provided on-site administrator. The DAJD mission statement is "To contribute to the public safety of the citizens of King County and Washington State by operating safe, secure and humane detention facilities and community corrections programs, in an innovative and cost-effective manner". One of the goals is to be supportive and responsive to the public and other criminal justice and human service agencies' interests and objectives.
75. The Contractor shall Provide a procedure that will educate inmates and their families on how to file complaints and obtain refunds due to billing errors. Contractor investigates all inmate complaints pertaining to the inmate telephone system operations and/or billing errors. Contractor generally Provides inmates with an Inmate Complaint Form, that they can fill out with their complaint or questions. Contractor will ensure that its Customer Service Department responds to the inmate questions/concerns within two (2) business days.
76. The Contractor Customer Service able to respond to a customer's phone call within 3 minutes or email inquiry within the same business day.

77. The Contractor shall maintain current applicable permits, licenses, and applicable registration fees associated with the inmate telephone system
78. The Contractor shall Provide a full array of system reports that can be accessed by the County staff. These reports are fully customizable to suit the County's needs and shall include:
- Report on specific phones
 - Report on specific PIN numbers
 - Report on previous call dates or times
 - Report on different call types
 - Report on Incomplete Calls
 - Report on Call Bands
 - Report on Call Stop Codes
 - Report on Investigative Call Notes
 - Save Customized reports for future use
79. The Contractor shall Provide a comprehensive call management/reporting system that can be easily controlled/accessed through a "web-enabled" application whereby ALL FUNCTIONALITY of the system is Provided to the user via currently installed Microsoft Internet Explorer (the "Browser") and include, as a minimum, the ability for authorized County personnel with the ability to monitor both calls in progress and calls previously recorded. Calls in progress can be monitored on an as-needed basis from the workstations at the facilities or from any computer equipped with a soundcard, speakers and Internet capability. Authorized users can observe what calls are in progress at the facility from the "Calls in Progress" screen, and can select a call on the basis of the billed-to number (BTN), PIN number, or inmate telephone.
80. All call monitoring can be initiated by users with appropriate level of secured user access from any workstation equipped with Internet access, a sound card, and speakers.
81. The County will have the option to use workstations to classify and define the functions of individual phones and groups of phones within a facility. Up to the minute on/ off call times may be set on phones as well as the application of any specific calling restriction that may be necessary. Such restrictions could mean only certain types of calls are allowed from specially designated phones. The system can also be programmed to schedule the phone usage start and end time at the King County facilities.
82. The call management/reporting workstations shall Provide easy to use reporting tools that access call history and detail. This information should be stored online for a minimum of two (2) years and archived for an additional one (1) year. The information stored in the system should be user friendly and formatted in a way that retrieval is detailed and efficient.
83. The Inmate Telephone System shall Provide an integrated recording component for use in recording inmate telephone calls. Telephone administration, conversation monitoring, and conversation recording and playback shall be able to take place from any terminal provided the user has approved password rights. All call records are digitally stored in a RAID 5 server. If at any time during the Contract additional capacity is required then additional servers will be installed. Once the call is stored on the local RAID 5 server, a call record will also be stored to accompany that recording. Because the recording function is an integrated feature of the PCS Solution, both call processing and call recording operate off the same clock and will have the same date and time "stamp." All call records will be stored locally at the correctional facility and redundantly at the Contractor data center in Los Angeles, California.
84. The Inmate Recording System shall allow for live monitoring in real time, without any interference to existing recording operation. Monitoring shall not be detectable by the callers.
85. The Inmate Recording System shall be a fully digital integrated solution. No external recording devices may be utilized. The stored recording shall have some type of digital signature or security envelope to ensure the recording has not been tampered with.

86. The Inmate Recording System shall have a streamlined and no cost ability to export calls to external compressed media format (CD ROM/DVD/flash drive) for transportation. The goal is to reduce staff time and the number of external media devices through data compression.
87. The system shall allow for the selection of multiple calls at one time for export and shall not force the user to listen to or play the call. The user shall be able to select the export media type and the system then shall Provide a storage meter to alert the user to the remaining room on the device as the user selects calls to be exported. The recording system shall incorporate proven technology to scan recordings, search recordings, highlight recordings with notes, and transfer recording for use by the staff in their routine investigations. The system shall have the capability, on demand, to store recordings online and the recording shall be accessible instantly. Procedures for archiving recordings shall be described.
88. The system shall Provide for the monitoring of live inmate calls without any detectable deterioration of call quality or call interruptions. The system shall be able to terminate a live, monitored call in real time.
89. The system shall be configured/networked such that all recorded calls may be accessed from any workstation. For example, recorded inmate calls at KCCF can be accessed from a RJC workstation.
90. The system shall Provide a list of 25 of the most frequent calls placed from each facility. This shall be Provided on a monthly basis by the Contractor or the system shall have the ability to capture this information from the each workstation.
91. Upon a court order, County staff shall have the ability Provide inmate call data which identifies where the call originated from, to whom the call was placed, the number of minutes the call lasted and if the call was completed or disconnected.
92. The County and Contractor shall review a monthly status "scorecard" on customer service or technical issues.

The County and Contractor shall, on a semi-annual basis to commence in June 2009, review the "scorecard" to ensure Contract compliance, reformulate the commission as needed, and determine any extension of the Contract period.

93. The Contractor will conduct an annual inventory of phones.
94. The Contractor shall Provide thorough yet efficient orientation and training to the Department of Adult and Juvenile Detention staff. The Contractor shall review all training needs with the County prior to the implementation and cutover of the call processing equipment. Training may occur at each facility or at a centralized location, and will include a multimedia presentation, printed materials and a question and answer session. At a minimum, the training will include:
 - Inmate Telephone System Functionality
 - Administrative Tools and Reports
 - Inmate Reporting Features and Functions
 - Investigative Features and Functions
 - Trouble Reporting and Escalation Procedures
 - PCS Calling Features (prepaid, debit, etc. as applicable)

ATTACHMENT B
COMMISSION AND RATES

Redacted as per King County Superior Court Order No 09-2-06175-1 SEA

RATES

Redacted as per King County Superior Court No. 9-2-06175-1 SEA

ATTACHMENT C
INSURANCE FORMS

ACORD_{TM} CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2008

PRODUCER (818)257-7400 FAX: (818)257-7450
GNW - Evergreen Insurance Services, LLC
License Number OE16963
PO Box 20005
Encino CA 91416-0005

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Public Communications Services
11859 Wilshire Blvd.
Suite 600
Los Angeles CA 90025

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Insurance Co.	
INSURER B: Travelers	
INSURER C:	
INSURER D: Federal Insurance Co.	
INSURER E:	

COVERAGES

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

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A			GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	72 UUN UM1899	3/1/2008	3/1/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A			AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	72 UUN UM1899	3/1/2008	3/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
B			EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	QR04500388	3/1/2008	3/1/2009	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	YE-UB-3676C43-4-07	3/1/2008	3/1/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D			OTHER Excess Liability	7985-01-94	3/1/2008	3/1/2009	EACH OCCURRENCE 10,000,000 AGGREGATE 10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate Holder, it's officers, officials, employees and agents are included as Additional Insured as respects liability arising out of services performed by the insured for the certificate holder. * 10 Day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER


King County
500 5th Avenue
Seattle, WA 08104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Yvonne



504/ADA DISABILITY ASSURANCE OF COMPLIANCE

Complying with Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act of 1990, two federal laws which prohibit discrimination against qualified people with disabilities.

I understand that federal and state laws prohibit discrimination in public accommodations and employment based solely on disability. In addition, I recognize that Section 504 requires recipients of federal funds (either directly or through contracting with a governmental entity receiving federal funds) to make their programs, services, and activities, when viewed in their entirety, accessible to qualified and/or eligible people with disabilities. I agree to comply with, and to require that all subcontractors comply with, the Section 504/ADA requirements. I understand that reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship or burden.

I agree to cooperate in any compliance review and to provide reasonable access to the premises of all places of business and employment and to records, files, information, and employees therein to King County for reviewing compliance with Section 504 and ADA requirements.

I agree that any violation of the specific provisions and terms of the 504/ADA Disability Assurance of Compliance and/or Corrective Action Plan required herein or Section 504 or the ADA, shall be deemed a breach of a material provision of the Contract between the County and the Contractor. Such a breach shall be grounds for cancellation, termination, or suspension, in whole or in part, of this Contract by the County.

According to the responses to the questions in the 504/ADA Self-Evaluation Questionnaire, Contractor is in compliance with 504/ADA. If the response is NO, the actions outlined in the below Corrective Action Plan will be taken. YES NO

Contractor: Public Communications Services, Inc.
Company Name

11859 Wilshire Blvd., Suite 600 Los Angeles CA 90025
Street Address City State Zip

Corrective Action Plan

The following Corrective Action Plan is submitted to comply with Section 504 and ADA requirements.

Actions To Be Taken	General Requirements	Completion Date
N/A		

504/ADA DISABILITY ASSURANCE OF COMPLIANCE (continued)

Program Access

Actions To Be Taken
N/A

Completion Date

Employment and Reasonable Accommodation

Actions To Be Taken
N/A

Completion Date

Physical Accessibility

Actions To Be Taken
N/A

Completion Date

I Declare Under Penalty of Perjury under the Laws of the State of Washington that the Foregoing is True and Correct.



Signature of authorized signator

Tommie E. Joe

President & COO

(310) 954-3037

Type or print name of authorized signator

Title

Telephone

For Notary:

State of California, County of Los Angeles

Signed and sworn before me on (date) October 23, 2008 by (print authorized signator name) Tommie E. Joe



Notary signature: 

Notary (print name): Kieshla S. Bruner

My appointment expires: Dec. 6, 2009

Note: This form may be used as an exhibit with other King County contracts for two years from the date the form is completed.

ATTACHMENT D

EMPLOYEE/VENDOR BACKGROUND FORM

BACKGROUND INVESTIGATION QUESTIONNAIRE

The Mission of Department of Adult and Juvenile Detention is to contribute to public safety by operating safe, secure, and humane detention facilities and community corrections programs, in an innovative and cost-effective manner. Its vision is to support criminal justice and human-service agencies' efforts to maintain a safe, vibrant, and economically healthy community.

For purposes of obtaining a "NON-DAJD" clearance. Non-DAJD is defined as: **King County employees who do not work for DAJD**: Any person who is employed in a career service position, exempt position, term-limited-temporary position, short-term temporary position or administrative temporary position for a King County Department or Office other than DAJD.

SEE REVERSE SIDE FOR DEFINITIONS

Attached is a questionnaire that asks detailed questions concerning your personal and employment history. Please answer all questions fully. Fill out this questionnaire completely and accurately. Incorrect statements may prevent you from gaining access or bar you from the facility. If space provided is inadequate, add another page and identify additional information by item/question number.

It is vital that this questionnaire be completed thoroughly and honestly. If you are in doubt as to whether information should be included, it is better to include it and explain it thoroughly rather than have it appear as withholding of information when it is subsequently discovered.

As part of the review process of all persons seeking access into the Department of Adult & Juvenile Detention, a criminal history reference check is completed. This criminal history record check is **mandatory**. Failure to complete this Criminal History Reference Check Form will result in your application for jail access being denied. Your signature authorizes your criminal history records check and annual reviews.

Failure to disclose information may result in facility access being denied. **Include** all Military, Juvenile offenses and any other charges even though they may have since been dismissed, stricken, or expunged from your record. **Exclude non-criminal** traffic and parking violations. **Please note** an arrest/convictions may not necessarily result in a denial.

The confidentiality of background information is strictly controlled. Background information will generally be released only to DAJD management and personnel officials. This means that this file is also closed to you. **If, however, the Department has reason to believe you may be or have been involved in criminal activity, based on information received through the application process, the Department may release such information to the appropriate law enforcement agency.** You will not be notified of such release.

If you have any questions regarding the questionnaire or the background investigation process, please contact the Program Coordinator at the facility you received your application from; phone numbers are on the reverse side.

Director, Department of Adult and Juvenile Detention
DAJD F-639 2/25/08

KEEP THIS PAGE

2008



King County

Department of Adult and Juvenile Detention
KCCF 500 5th Ave Seattle, WA 98104
RJC 620 West James St. Kent, WA 98032
Youth Services 1211 E. Alder St. Seattle, WA 98122

Authorization Form for Criminal History Reference Check

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IMPORTANT: Please submit a **CLEAR PHOTOCOPY** of your valid picture ID with this application - (i.e. WA State ID, WA State Driver's License, Visa, Passport, U.S. Government ID)

Name McNitt George Richard Alias or Maiden _____
(last) (first) (middle)

Date of Birth 12/13/64 Place of Birth Frederick, MD

Sex M Race W Height 6.0 Weight 215 Hair B Eyes B

Driver's License No. TX 18034623 Soc. Security No. [REDACTED]

Company/Agency Name PCS/AGM Purpose for Jail Access Inmate Phone System

I understand it is my responsibility to contact the person I report to at DAJD if at any time I am arrested, cited or convicted of a crime or involved in a No Contact Order.

[Handwritten Signature]

Date: 11/6/08

Signature of Applicant - I authorize my criminal history reference check.

WORK: 800.3980113 CELL: 817 6904809 HOME: 9406481874 PAGER: _____

Please continue to page 2 →

OFFICE USE ONLY BELOW THIS LINE

Purpose of CHRC: _____

- | | |
|--|--|
| <u>Application</u> | <u>SIU</u> |
| <input type="checkbox"/> Applicant Picture ID | <input type="checkbox"/> SEAKING |
| <input type="checkbox"/> Copy of Applicant SIU | <input type="checkbox"/> WACIC/NCIC |
| <input type="checkbox"/> Applicant Photo ID Matches JEMS Photo | <input type="checkbox"/> DOL |
| | <input type="checkbox"/> Interstate Identification Index (III) |

CLEARED - Jail Access Date of CHRC _____ Authorized by _____

DENIED - Jail Access Date of CHRC _____ Authorized by _____

Date: _____
Time: _____
Inmate(s): _____

Access: _____

For Office Use Only:

Volunteer Intern Library Rec Program
 Chaplain School Health Clinic ASD
 AA NA Service/Contract Provider

 Cleared Denied Access Database
Return completed for to: KCCF RJC
 Youth Services

1) Have you EVER been arrested, detained, cited, or convicted of ANY crime or do you have a criminal charge currently pending against you? Please include all warrants, outstanding fines or restitution.
Please explain in detail (attach additional sheets if necessary). YES NO

2) Have you EVER been involved with a No-Contact, Protection, or Anti-Harassment Order?
Please explain in detail (attach additional sheets if necessary). YES NO

3) Do you currently use or have you used in the last two years, any illegal substances, drugs, opiates, pills, etc., (including marijuana) as prohibited by the Uniform Controlled Substance Act?
Please explain in detail (attach additional sheets if necessary). YES NO

4) Please describe your alcohol use over the last two years.
LOW



King County

Department of Adult and Juvenile Detention
KCCF 500 5th Ave Seattle, WA 98104
RJC 620 West James St. Kent, WA 98032
Youth Services 1211 E. Alder St. Seattle, WA 98122

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IMPORTANT: Please submit a **CLEAR PHOTOCOPY** of your valid picture ID with this application - (i.e. WA State ID, WA State Driver's License, Visa, Passport, U.S. Government ID)

Name Hinojosa Robert Christopher Alias or Maiden _____
(last) (first) (middle)

Date of Birth 5/22/1979 Place of Birth Wichita Falls, Texas

Sex M Race Hisp. Height 5'10" Weight 250 Hair Black Eyes Brown

Driver's License No. 2475 1958 Soc. Security No. XXXXXXXXXX

Company/Agency Name PCS/AGM Purpose for Jail Access Inmate Phone System

I understand it is my responsibility to contact the person I report to at DAJD if at any time I am arrested, cited or convicted of a crime or involved in a No Contact Order.

Robert C. Hinojosa Date: 11/6/2008
Signature of Applicant - I authorize my criminal history reference check.

WORK: 850-501-7193 CELL: 850-501-7193 HOME: 850-501-7193 PAGER: _____

OFFICE USE ONLY BELOW THIS LINE

Purpose of CHRC: _____

- | | |
|--|--|
| Application | SIU |
| <input type="checkbox"/> Applicant Picture ID | <input type="checkbox"/> SEAKING |
| <input type="checkbox"/> Copy of Applicant SIU | <input type="checkbox"/> WACIC/NCIC |
| <input type="checkbox"/> Applicant Photo ID Matches JEMS Photo | <input type="checkbox"/> DOL |
| | <input type="checkbox"/> Interstate Identification Index (III) |

CLEARED - Jail Access Date of CHRC _____ Authorized by _____

DENIED - Jail Access Date of CHRC _____ Authorized by _____

Date: _____
Time: _____
Inmate(s): _____

Access: _____

For Office Use Only:

Volunteer Intern Library Rec Program
 Chaplain School Health Clinic ASD
 AA NA Service/Contract Provider

 Cleared Denied Access Database
Return completed for to: KCCF RJC
 Youth Services

Please continue to page 2-->

1) Have you EVER been arrested, detained, cited, or convicted of ANY crime or do you have a criminal charge currently pending against you? Please include all warrants, outstanding fines or restitution.
Please explain in detail (attach additional sheets if necessary). YES NO

2) Have you EVER been involved with a No-Contact, Protection, or Anti-Harassment Order?
Please explain in detail (attach additional sheets if necessary). YES NO

3) Do you currently use or have you used in the last two years, any illegal substances, drugs, opiates, pills, etc., (including marijuana) as prohibited by the Uniform Controlled Substance Act?
Please explain in detail (attach additional sheets if necessary). YES NO

4) Please describe your alcohol use over the last two years.

NONE



King County

Department of Adult and Juvenile Detention
KCCF 500 5th Ave Seattle, WA 98104
RJC 620 West James St. Kent, WA 98032
Youth Services 1211 E. Alder St. Seattle, WA 98122

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IMPORTANT: Please submit a CLEAR PHOTOCOPY of your valid picture ID with this application - (i.e. WA State ID, WA State Driver's License, Visa, Passport, U.S. Government ID)

Name GREGG KRISTOPHER G Alias or Maiden _____
(last) (first) (middle)

Date of Birth 5/10/1981 Place of Birth FORT WORTH

Sex M Race W Height 5'9" Weight 190 Hair BROWN Eyes BROWN

Driver's License No. TX 17419280 Soc. Security No. XXXXXXXXXX

Company/Agency Name PCS/AGM Purpose for Jail Access Inmate Phone System

I understand it is my responsibility to contact the person I report to at DAJD if at any time I am arrested, cited or convicted of a crime or involved in a No Contact Order.

[Signature]

Date: 11/06/08

Signature of Applicant - I authorize my criminal history reference check.

WORK: (817)53-7302 CELL: (817)944-7467 HOME: _____ PAGER: _____

Please continue to page 2 →

OFFICE USE ONLY BELOW THIS LINE

Purpose of CHRC:

Application

- Applicant Picture ID
- Copy of Applicant SIU
- Applicant Photo ID Matches JEMS Photo

SIU

- SEAKING
- WACIC/NCIC
- DOL
- Interstate Identification Index (III)

CLEARED - Jail Access Date of CHRC _____ Authorized by _____

DENIED - Jail Access Date of CHRC _____ Authorized by _____

Date:
Time:
Inmate(s):
Access:

For Office Use Only:	
<input type="checkbox"/> Volunteer	<input type="checkbox"/> Intern
<input type="checkbox"/> Library	<input type="checkbox"/> Rec Program
<input type="checkbox"/> Chaplain	<input type="checkbox"/> School
<input type="checkbox"/> Health Clinic	<input type="checkbox"/> ASD
<input type="checkbox"/> AA	<input type="checkbox"/> NA
<input type="checkbox"/> Service/Contract Provider	
<input type="checkbox"/>	
<input type="checkbox"/> Cleared	<input type="checkbox"/> Denied
<input type="checkbox"/> Access Database	
Return completed for to:	<input type="checkbox"/> KCCF <input type="checkbox"/> RJC
	<input type="checkbox"/> Youth Services

1) Have you EVER been arrested, detained, cited, or convicted of ANY crime or do you have a criminal charge currently pending against you? Please include all warrants, outstanding fines or restitution.
Please explain in detail (attach additional sheets if necessary). YES YES NO

2) Have you EVER been involved with a No-Contact, Protection, or Anti-Harassment Order?
Please explain in detail (attach additional sheets if necessary). YES YES NO

3) Do you currently use or have you used in the last two years, any illegal substances, drugs, opiates, pills, etc., (including marijuana) as prohibited by the Uniform Controlled Substance Act?
Please explain in detail (attach additional sheets if necessary). YES YES NO

4) Please describe your alcohol use over the last two years.

SPORADICALLY WITH BEERS, NOT MUCH OF A DRINKER



Department of Adult and Juvenile Detention
 KCCF 500 5th Ave Seattle, WA 98104
 RJC 620 West James St. Kent, WA 98032
 Youth Services 1211 E. Alder St. Seattle, WA 98122

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IMPORTANT: Please submit a **CLEAR PHOTOCOPY** of your valid picture ID with this application - (i.e. WA State ID, WA State Driver's License, Visa, Passport, U.S. Government ID)

Name Setala Benjamin I Alias or Maiden _____
 (last) (first) (middle)

Date of Birth 7/25/1974 Place of Birth Vancouver, B.C., Canada

Sex M Race W Height 5'5" Weight 175lb Hair Blonde Eyes Blue

Driver's License No. 25257611 Soc. Security No. XXXXXXXXXX

Company/Agency Name PCS/AGM Purpose for Jail Access Inmate Phone System

I understand it is my responsibility to contact the person I report to at DAJD if at any time I am arrested, cited or convicted of a crime or involved in a No Contact Order.

[Signature] Date: 11/6/2008
 Signature of Applicant - I authorize my criminal history reference check.

WORK: 600 646 6283 CELL: 244-794-3983 HOME: 817-479-7930 PAGER: _____
 x 7253

Please continue to page 2 →

OFFICE USE ONLY BELOW THIS LINE

Purpose of CHRC: _____

- | | |
|--|--|
| <u>Application</u> | <u>SIU</u> |
| <input type="checkbox"/> Applicant Picture ID | <input type="checkbox"/> SEAKING |
| <input type="checkbox"/> Copy of Applicant SIU | <input type="checkbox"/> WACIC/NCIC |
| <input type="checkbox"/> Applicant Photo ID Matches JEMS Photo | <input type="checkbox"/> DOL |
| | <input type="checkbox"/> Interstate Identification Index (III) |

CLEARED - Jail Access Date of CHRC _____ Authorized by _____
 DENIED - Jail Access Date of CHRC _____ Authorized by _____

Date: _____
 Time: _____
 Inmate(s): _____
 Access: _____

For Office Use Only:
 Volunteer Intern Library Rec Program
 Chaplain School Health Clinic ASD
 AA NA Service/Contract Provider

 Cleared Denied Access Database
 Return completed for to: KCCF RJC
 Youth Services

1) Have you EVER been arrested, detained, cited, or convicted of ANY crime or do you have a criminal charge currently pending against you? Please include all warrants, outstanding fines or restitution.
Please explain in detail (attach additional sheets if necessary). YES NO

2) Have you EVER been involved with a No-Contact, Protection, or Anti-Harassment Order?
Please explain in detail (attach additional sheets if necessary). YES NO

3) Do you currently use or have you used in the last two years, any illegal substances, drugs, opiates, pills, etc., (including marijuana) as prohibited by the Uniform Controlled Substance Act?
Please explain in detail (attach additional sheets if necessary). YES NO

4) Please describe your alcohol use over the last two years.

Moderate



King County

Department of Adult and Juvenile Detention
KCCF 500 5th Ave Seattle, WA 98104
RJC 620 West James St. Kent, WA 98032
Youth Services 1211 E. Alder St. Seattle, WA 98122

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IMPORTANT: Please submit a **CLEAR PHOTOCOPY** of your valid picture ID with this application - (i.e. WA State ID, WA State Driver's License, Visa, Passport, U.S. Government ID)

Name HAMMACK GORDON Scott Alias or Maiden Scott
(last) (first) (middle)

Date of Birth 04/02/1965 Place of Birth FORT WORTH, TX

Sex MALE Race WHITE Height 6' Weight 220 Hair BROWN Eyes GRAY BLUE

Driver's License No. TX - 10780461 Soc. Security No. [REDACTED]

Company/Agency Name PCS/AGM Purpose for Jail Access Inmate Phone System

I understand it is my responsibility to contact the person I report to at DAJD if at any time I am arrested, cited or convicted of a crime or involved in a No Contact Order.

Scott Hammack Date: 11/06/2008
Signature of Applicant - I authorize my criminal history reference check.

WORK: 800.646.6283 CELL: 972.854.1251 HOME: 972.625.1752 PAGER: N/A
X-7257 Please continue to page 2 →

OFFICE USE ONLY BELOW THIS LINE

Purpose of CHRC: _____

- | | |
|--|--|
| <u>Application</u> | <u>SIU</u> |
| <input type="checkbox"/> Applicant Picture ID | <input type="checkbox"/> SEAKING |
| <input type="checkbox"/> Copy of Applicant SIU | <input type="checkbox"/> WACIC/NCIC |
| <input type="checkbox"/> Applicant Photo ID Matches JEMS Photo | <input type="checkbox"/> DOL |
| | <input type="checkbox"/> Interstate Identification Index (III) |

CLEARED - Jail Access Date of CHRC _____ Authorized by _____

DENIED - Jail Access Date of CHRC _____ Authorized by _____

Date:
Time:
Inmate(s):
Access:

For Office Use Only:	
<input type="checkbox"/> Volunteer	<input type="checkbox"/> Intern
<input type="checkbox"/> Library	<input type="checkbox"/> Rec Program
<input type="checkbox"/> Chaplain	<input type="checkbox"/> School
<input type="checkbox"/> Health Clinic	<input type="checkbox"/> ASD
<input type="checkbox"/> AA	<input type="checkbox"/> NA
<input type="checkbox"/> Service/Contract Provider	
<input type="checkbox"/>	
<input type="checkbox"/> Cleared	<input type="checkbox"/> Denied
<input type="checkbox"/> Access Database	
Return completed for to:	<input type="checkbox"/> KCCF <input type="checkbox"/> RJC
	<input type="checkbox"/> Youth Services

1) Have you EVER been arrested, detained, cited, or convicted of ANY crime or do you have a criminal charge currently pending against you? Please include all warrants, outstanding fines or restitution.
Please explain in detail (attach additional sheets if necessary). YES NO

2) Have you EVER been involved with a No-Contact, Protection, or Anti-Harassment Order?
Please explain in detail (attach additional sheets if necessary). YES NO

3) Do you currently use or have you used in the last two years, any illegal substances, drugs, opiates, pills, etc., (including marijuana) as prohibited by the Uniform Controlled Substance Act?
Please explain in detail (attach additional sheets if necessary). YES NO

4) Please describe your alcohol use over the last two years.

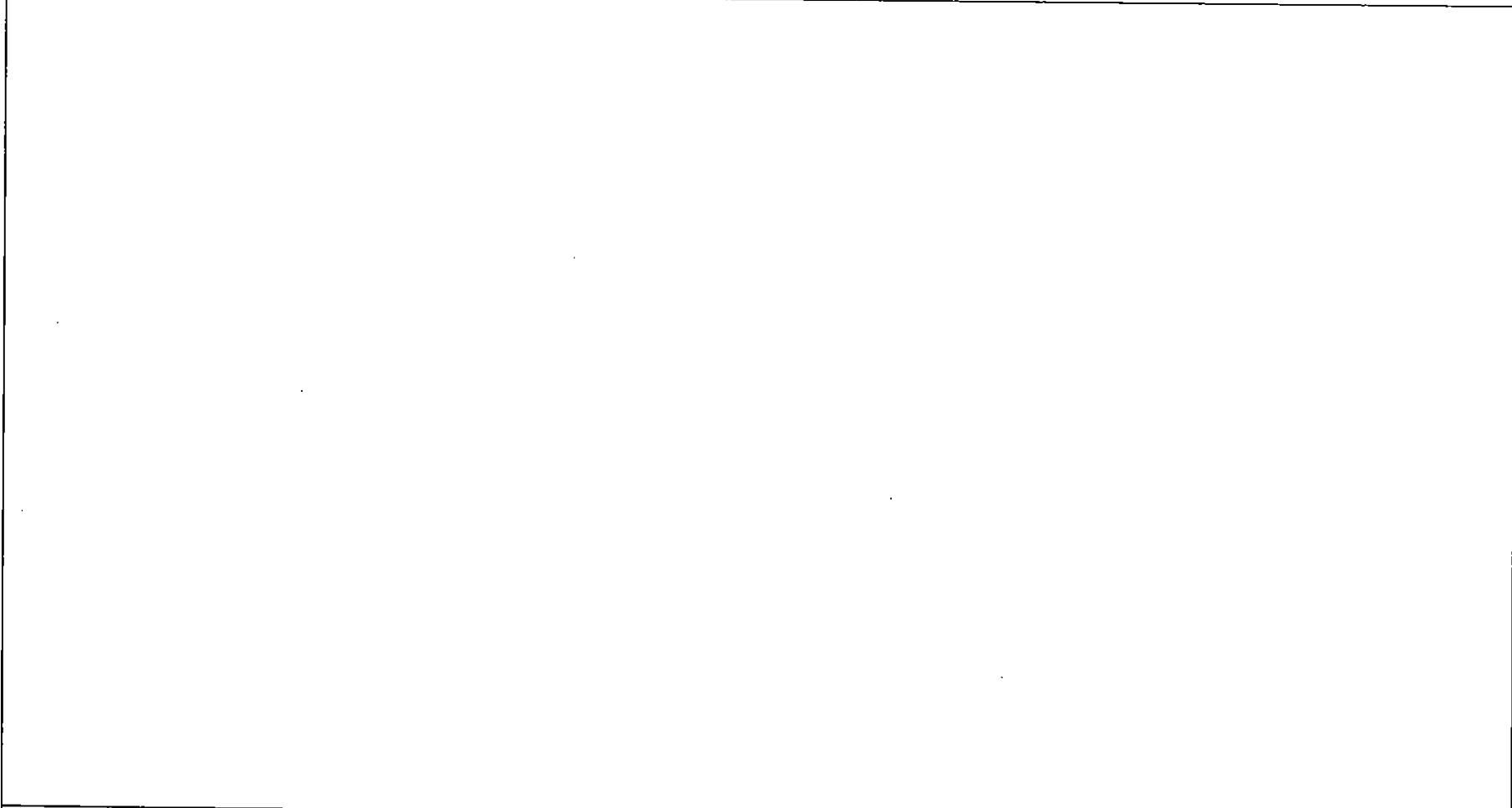
Minimal. 1-2 beers every month or so.

ATTACHMENT E
IMPLEMENTATION SCHEDULE

ID	Task Name	Calendar Days	Working Days									Tue		
				6 AM	8 AM	10 AM	12 PM	2 PM	4 PM	6 PM	8 PM	10 PM	12 A	
1	King County, WA	31 hrs	80 hrs											
2	EXECUTING/IMPLEMENTING	28 hrs	77 hrs											
3	KCCF	28 hrs	77 hrs											
4	Implementation phase	28 hrs	77 hrs											
5	Pre-Installation	6.5 hrs	6.5 hrs											
6	Inventory Equipment	1.5 hrs	1.5 hrs											
7	Build-out CPE Equipment	4 hrs	5 hrs											
8	Installation (ITS, NetOps, workstation, ancillary)	3 hrs	4 hrs											
9	Integration Testing and Implementation	1 hr	1 hr											
10	Systems testing and cutover	5 hrs	6 hrs											
11	Test Phones Team 1	5 hrs	6 hrs											
12	Test Phones Team 2	4 hrs	4 hrs											
13	Phone Room Monitoring	5 hrs	6 hrs											
14	Install Workstation #1	0.5 hrs	1.5 hrs											
15	Install Workstation #2	0 hrs	2 hrs											
16	Post-Installation	1 hr	2 hrs											
17	Completion of KCCF Installation	0 hrs	0 days											
18	WER	8 hrs	25 hrs											
19	Implementation phase	8 hrs	25 hrs											
20	Systems testing and cutover	1 hr	2 hrs											
21	Test Phones Team 2	1 hr	2 hrs											
22	Install Workstation #3	2 hrs	2 hrs											
23	Post-installation	1 hr	2 hrs											
24	Completion of WER Installation	0 hrs	0 days											
25	RJC	31 hrs	80 hrs											
26	Implementation phase	29 hrs	78 hrs											
27	Pre-Installation	8 hrs	10 hrs											
28	Inventory Equipment	1.5 hrs	1.5 hrs											
29	Build-out CPE Equipment	4 hrs	5 hrs											
30	Cut-Day Test	2 hrs	3 hrs											
31	Installation (ITS, NetOps, workstation, ancillary)	4 hrs	5 hrs											
32	Systems testing and cutover	4 hrs	5 hrs											
33	Test Phones Team 1	4 hrs	5 hrs											
34	Test Phones Team 2	4 hrs	5 hrs											
35	Phone Room Monitoring	3 hrs	4 hrs											
36	Install Workstation #4	2 hrs	2 hrs											
37	Post-installation	1 hr	2 hrs											

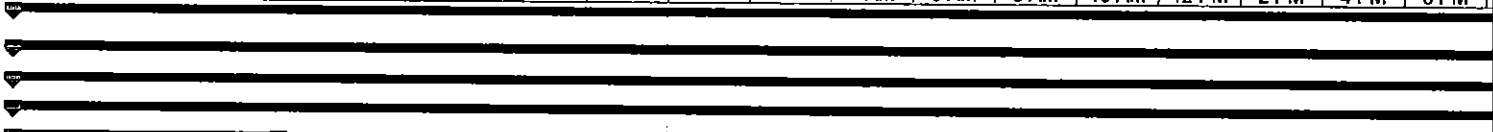
Project: Project Plan Date: Tue 11/18/08	Task		Rolled Up Task		External Tasks	
	Progress		Rolled Up Milestone		Project Summary	
	Milestone		Rolled Up Progress		Group By Summary	
	Summary		Split		Deadline	

ID	Task Name	Calendar Days	Working Days									Tue	
				6 AM	8 AM	10 AM	12 PM	2 PM	4 PM	6 PM	8 PM	10 PM	12 A
38	Completion of RJC Installation	0 hrs	0 days										
39	Acceptance Testing	2 hrs	2 hrs										
40	Walk Through of Acceptance Testing	2 hrs	2 hrs										
41	Completion of Executing/Implementatation Phase	0 hrs	0 days										



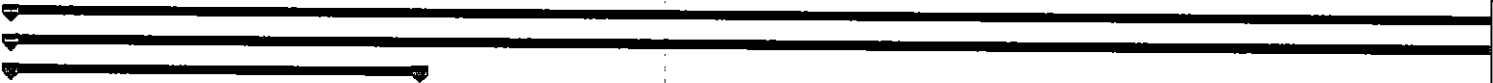
Project: Project Plan Date: Tue 11/18/08	Task		Rolled Up Task		External Tasks	
	Progress		Rolled Up Milestone		Project Summary	
	Milestone		Rolled Up Progress		Group By Summary	
	Summary		Split		Deadline	

Tue Dec 9										Wed Dec 10											
12 AM	2 AM	4 AM	6 AM	8 AM	10 AM	12 PM	2 PM	4 PM	6 PM	8 PM	10 PM	12 AM	2 AM	4 AM	6 AM	8 AM	10 AM	12 PM	2 PM	4 PM	6 PM



PM,Inst 1,Inst 2,Escort
 PM,Inst 1,Inst 2,Escort

PM,Inst 1,Inst 2,Escort
 PM,Inst 1,Inst 2,Escort



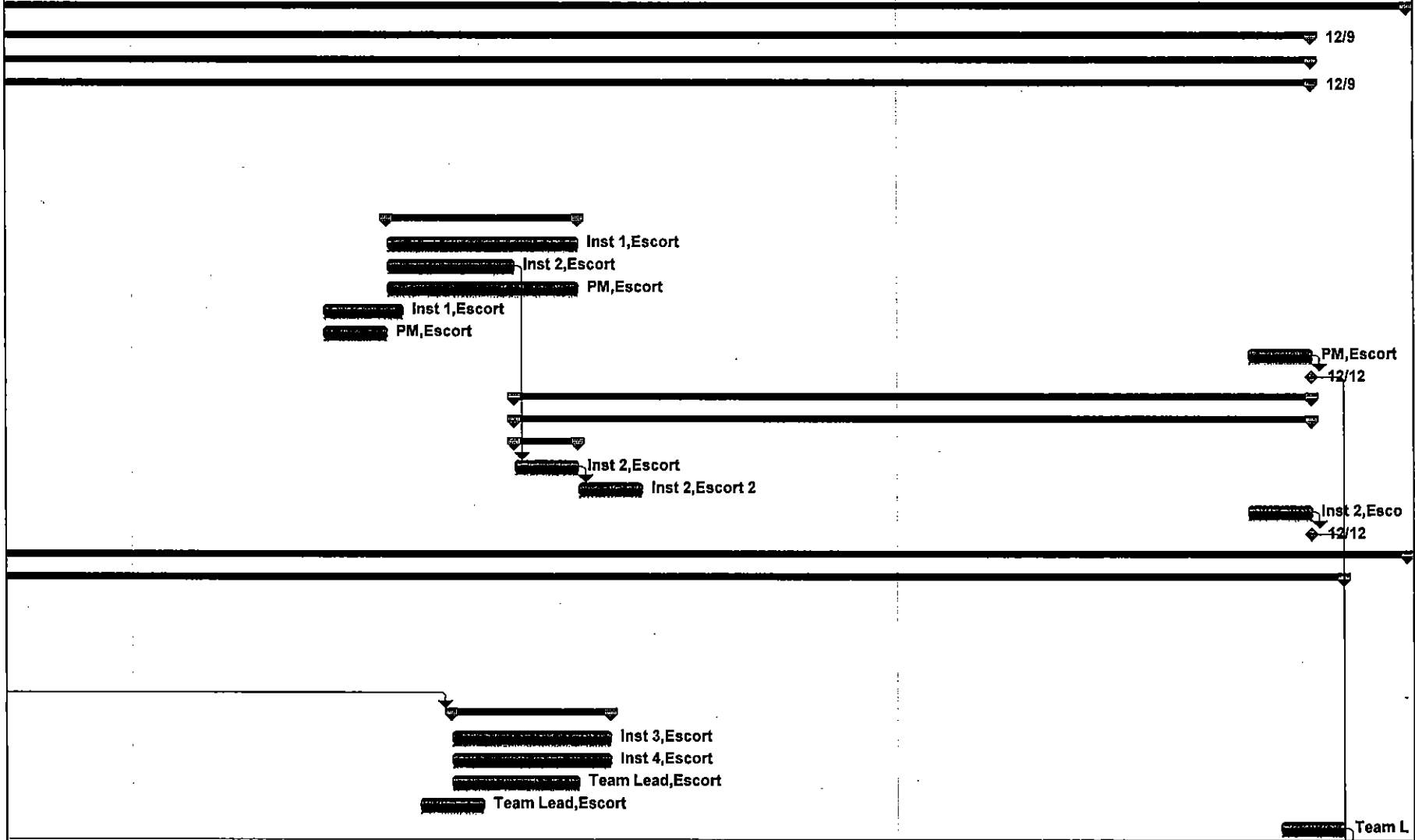
Inst 3,Team Lead,Inst 4,Escort
 Team Lead,Inst 3,Inst 4,Escort
 Team Lead,Inst 3,Inst 4,Escort

Team Lead,Inst 3,Inst 4,Escort

Project: Project Plan
 Date: Tue 11/18/08

Task		Rolled Up Task		External Tasks	
Progress		Rolled Up Milestone		Project Summary	
Milestone		Rolled Up Progress		Group By Summary	
Summary		Split		Deadline	

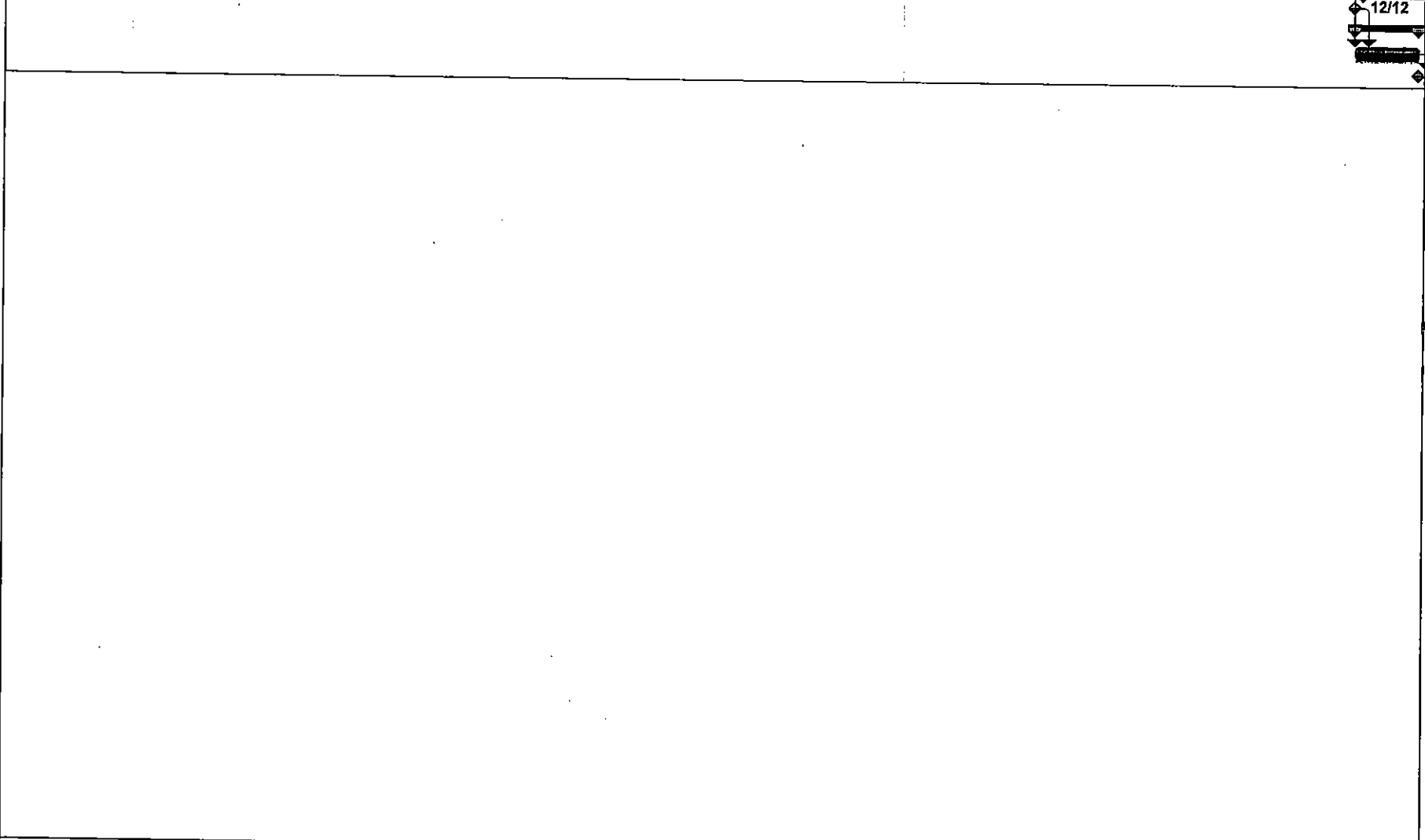
Thu Dec 11										Fri Dec 12											
8 PM	10 PM	12 AM	2 AM	4 AM	6 AM	8 AM	10 AM	12 PM	2 PM	4 PM	6 PM	8 PM	10 PM	12 AM	2 AM	4 AM	6 AM	8 AM	10 AM	12 PM	2 PM



Project: Project Plan Date: Tue 11/18/08	Task		Rolled Up Task		External Tasks	
	Progress		Rolled Up Milestone		Project Summary	
	Milestone		Rolled Up Progress		Group By Summary	
	Summary		Split		Deadline	

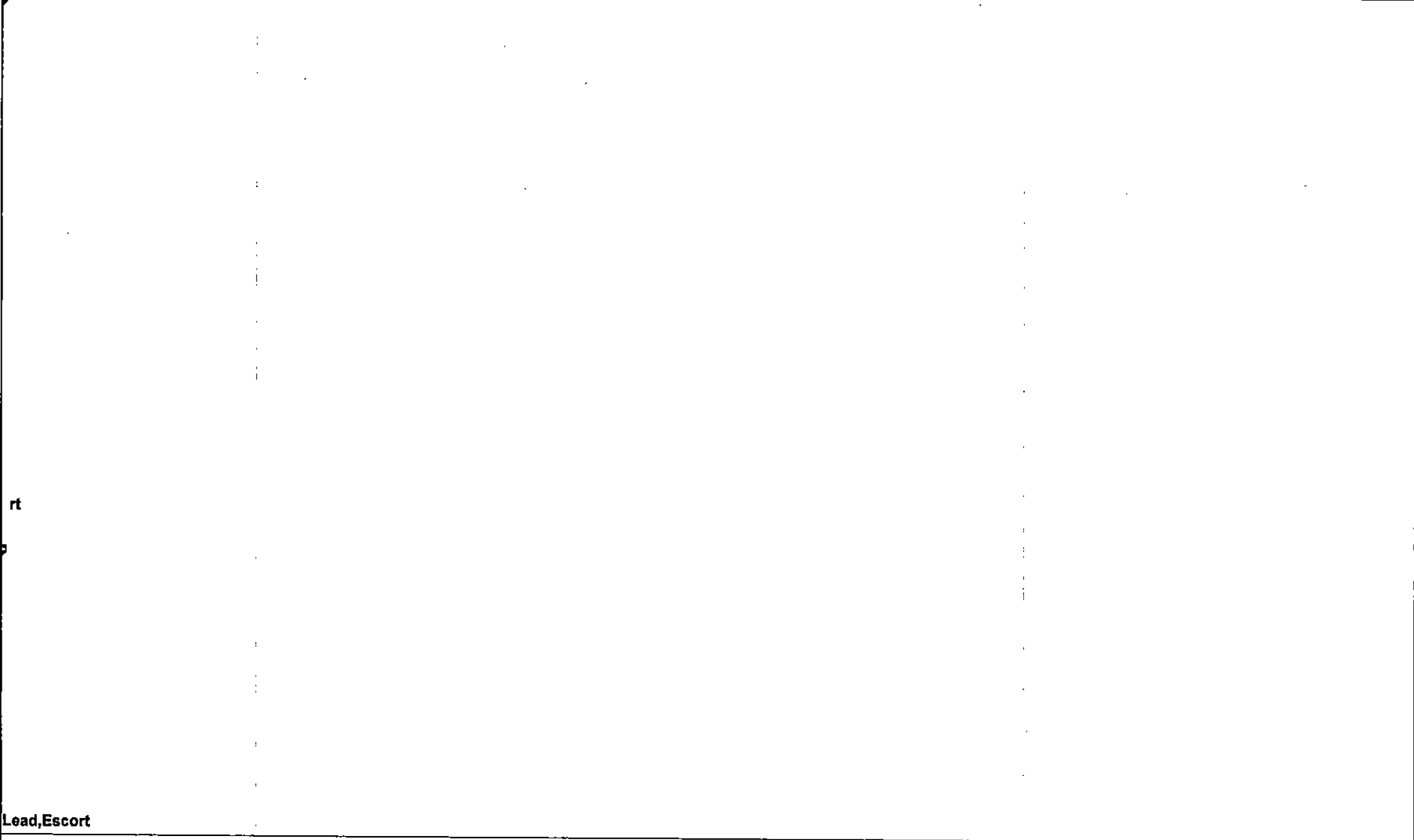
Thu Dec 11											Fri Dec 12										
8 PM	10 PM	12 AM	2 AM	4 AM	6 AM	8 AM	10 AM	12 PM	2 PM	4 PM	6 PM	8 PM	10 PM	12 AM	2 AM	4 AM	6 AM	8 AM	10 AM	12 PM	2 PM

12/12



Project: Project Plan Date: Tue 11/18/08	Task		Rolled Up Task		External Tasks	
	Progress		Rolled Up Milestone		Project Summary	
	Milestone		Rolled Up Progress		Group By Summary	
	Summary		Split		Deadline	

Sat Dec 13										Sun Dec 14											
4 PM	6 PM	8 PM	10 PM	12 AM	2 AM	4 AM	6 AM	8 AM	10 AM	12 PM	2 PM	4 PM	6 PM	8 PM	10 PM	12 AM	2 AM	4 AM	6 AM	8 AM	10 AM



Lead,Escort

Project: Project Plan Date: Tue 11/18/08	Task		Rolled Up Task		External Tasks	
	Progress		Rolled Up Milestone		Project Summary	
	Milestone		Rolled Up Progress		Group By Summary	
	Summary		Split		Deadline	

				Sat Dec 13								Sun Dec 14									
4 PM	6 PM	8 PM	10 PM	12 AM	2 AM	4 AM	6 AM	8 AM	10 AM	12 PM	2 PM	4 PM	6 PM	8 PM	10 PM	12 AM	2 AM	4 AM	6 AM	8 AM	10 AM

PM,Escort
12/12

Project: Project Plan
Date: Tue 11/18/08

Task		Rolled Up Task		External Tasks	
Progress		Rolled Up Milestone		Project Summary	
Milestone		Rolled Up Progress		Group By Summary	
Summary		Split		Deadline	

ATTACHMENT F



Performance Standards:

The following Performance Standards shall apply to the Work performed under the Contract upon Contract execution and after completion of the implementation schedule attached to the Contract as Attachment E. These Performance Standards shall apply during the term of the Contract and any renewal thereof, except as otherwise agreed to between the Parties.

<u>No.</u>	<u>Performance Standard Description</u>	<u>Performance Standard Objective</u>
P1	The Service Requests for Incident Resolution with the impact of High (Level P1) - Service Down for Multiple housing units, multiple phones, or all phones down must be responded to within 1 hour, or technician on site within 2 hours if the repair cannot be made remotely.	90% of Level P1 Service Tickets shall be closed within Performance Standard requirement.
P2	The Service Requests for Incident Resolution with the impact of Medium (Level P2) – Service Down for one housing area, one intake phone must be responded to within 4 hours and service restored within 24 hours.	90% of Level P2 Service Tickets shall be closed within Performance Standard requirement.
P3	The Service Requests for Incident Resolution with the Impact of Low (Level P3) – Service Degraded for a single phone or minor repairs must be responded to within 4 hours and service restored within 2 business days.	90% of Level P3 Service Tickets shall be closed within Performance Standard requirement.

PCS shall supply local technicians with the tools, test equipment, and spare parts necessary for potential system problems to ensure minimal customer service interruption. Service calls will not be deemed complete until the system passes all self-tests and diagnostics. PCS shall also have extra phones on site at each facility for immediate response and repair.

Standard of Measurement:

PCS opens a time-stamped service ticket, at a designated Priority Level, when notified of a service request by King County personnel, or through PCS internal monitoring, and each service ticket is then time-stamped upon closure.

King County shall receive a customized report each month, for the prior month, setting forth the service tickets opened in the prior month, by Priority Level, the ticket open time, remote response time and, as needed, on site response time, and ticket resolution time for each service ticket.

PCS shall also provide a customized summary report every six months that states the total number of service tickets opened in the prior six month period, by Priority Level, the ticket open time for each ticket, the remote response time for each ticket and, as needed, on site response time for each ticket, and ticket resolution time for each service ticket.

Using the data from the summary report, the following formula shall be used to determine if PCS met the Performance Standard for each Priority Level:

Number of Service Tickets a Priority Level Meeting Performance Standard/Total Number of Service Tickets at Priority Level = Percentage of Tickets Meeting Standard

The percentage of service tickets meeting the Performance Standard for a given Priority Level shall then be compared to the Performance Standard Objective for that Priority Level to determine if PCS has met the Performance Standard for the Priority Level.

Performance Evaluation:

At each semi-annual meeting between PCS and King County personnel, County personnel shall review PCS's performance under the foregoing Performance Standards to determine whether PCS met the Performance Standards during the prior six month period.

If, in the prior six month period, PCS meets 100% of the Performance Standards, for each Priority Level, there shall be no liquidated damages due or payable.

If, in the prior six month period, PCS meets 2 out of 3 of the Performance Standards, there shall be a liquidated damages assessed of \$1,250, payable by PCS to the County, but not as a penalty.

If, in the prior six month period, PCS meets 1 out of 3 of the Performance Standards, there shall be liquidated damages assessed of \$2,500, payable by PCS to the County, but not as a penalty.

If, in the prior six month period, PCS meets none of the Performance Standards, there shall be a liquidated damages assessed of \$5,000, payable by PCS to the County, but not as a penalty.

**King County DAJD
Inmate Phones Escalation Procedure**

THE FOLLOWING INFORMATION APPLIES TO INMATE PHONES ONLY

Priority Level 1: For Major Repairs

(4 hour physical response and / or remote reset and repair)

- Multiple phones within a unit not operational
- One entire housing area not operational
- Multiple intake phones not operational
- All inmate phones not operational

Priority Level 2: For Medium Level Repairs

(Repair will be made within 1 business day)

- One intake phone not operational

Priority Level 3: For Minor Level Repairs

(Repair will be made within 2 business days)

- One of multiple inmate phones in a housing area not operational

Please Fax Inmate Complaint Forms to (800) 296-6971

**IMMEDIATELY CALL PCS WITH DESCRIPTION OF
PROBLEM AND PRIORITY LEVEL:**

(800) 646-6283
(800-6-INMATE)

**DO NOT DISTRIBUTE THE ABOVE NUMBER TO
INMATES OR INMATE FAMILIES AND FRIENDS**

**INMATE FRIENDS AND FAMILIES WITH BLOCKED NUMBERS OR
BILLING QUESTIONS SHOULD CALL:**

Live answered Monday through Friday, 5:00AM TO 6:30PM and Saturday 7:00AM -3:30PM Pacific Time

(888) 288-9879

King County DAJD

Facility Administration, Back-Up Contact Sheet
(To be used only if (800) 6-INMATE number should fail)

**** Please Keep This Sheet Private ****

These numbers are to be used by facility administration personnel only.

If the 800 number fails during normal business hours, please call Public Communications Services to report any problems with the Inmate Phone System.

PCS TECHNICAL SERVICES:

818-898-3524

PCS OFFICE NUMBERS:

(310) 231-1000 LA Office

(817)-741-1846 DFW Office

Lisa Davidson, Ext. 3096

Kelly Sparks, Ext. 7250

Benjamin Setala, Ext. 7253

Scott Hammock, Ext. 7257

If the 800 number fails after normal business hours, then call the following individuals to report the problem with the Inmate Phone System. Please allow fifteen minutes for individuals to respond before attempting to contact the next person on the list. Place calls in order listed below:

<u>REP</u>	<u>CELL PHONE</u>
On Call Technician	(818) 523-5245
Saam Dowlatshahi	(424) 731-0652
George McNitt	(817) 690-4809

INMATE FRIENDS AND FAMILIES WITH BLOCKED NUMBERS OR BILLING QUESTIONS SHOULD CALL:

Technical Service Representatives are available
Monday through Friday, 5:00AM TO 6:30PM and Saturday 7:00AM -3:30PM Pacific Time

(888) 288-9879

King County DAJD
INMATE PHONES IN-HOUSE TROUBLE REPORT
CALL PCS: at (800) 646-6283 / (800-6-INMATE)

Facility Name: _____

Date Reported to PCS: _____ Time Reported to PCS: _____

PCS Rep. Reported To: _____

Personnel Filing Report: _____

Location of Phone(s) Experiencing Trouble: _____

Description of Trouble: _____

PRIORITY LEVELS: **CHECK ONE:**

Priority Level 3: For Minor Level Repairs
(Repair will be made within 2 business days)
 • One of multiple inmate phones in a housing area not operational

Priority Level 2: For Medium Level Repairs
(Repair will be made within 1 business day)
 • One intake phone not operational

Priority Level 1: For Major Repairs
(4 hour physical response and/or remote reset and repair)
 • Multiple phones within a unit not operational
 • One entire housing area not operational
 • Multiple intake phones not operational
 • All inmate phones not operational

RESOLUTION:

Remote Fix (no signature needed) - PCS Rep Name: _____

Technician Needed on Site – Description of correction to trouble: _____

Date of Correction: _____ Time of Correction: _____

Technician Signature: _____

King County DAJD INMATE PHONE SYSTEM COMPLAINT FORM

**** Fill in the top two sections and Fax to PCS at 800-296-6971 ****

Date: _____

Contact Personnel: _____

Phone : _____ Fax: _____

Name of Facility Staff : _____

INMATE FILL IN THIS AREA ONLY: (PLEASE PRINT NEATLY)

Date of problem: _____ Time of problem: _____

Inmate Name: _____ Unit / Pod : _____

Inmate Number: _____ Inmate PIN #: _____

Phone Number Entered _____

Description of Problem: _____

*****Families and friends should call (888) 288-9879 about blocks on their phone*****

PCS Office Use Only:

Problem Resolution: _____

Date Resolved: _____

Resolved by: _____ Signature: _____