



## Contract Modification #79516-000

Original

Fully Signed

### MESSAGES

- None

### REVIEW PATH

Date/Time	Delivered To (phone#)	Reviewed By	Action	Action Date
10/4/11 11:25 AM	Marilyn Poole Initiator (798-6638)	Marilyn Poole	Approve	10/4/2011 11:25 AM
10/4/11 11:25 AM	Craig Adams Prosecuting Attorney (798-2964)	Donna LaFerriere	Approve	10/4/2011 11:27 AM
10/4/11 11:27 AM	Mark Maenhout Risk Management (798-6281)	Pascale Young	Approve	10/4/2011 1:51 PM
10/4/11 1:51 PM	Julie Smith Contract Coordinator (798-7734)	Julie Smith	Approve	10/5/2011 7:35 AM
10/5/11 7:35 AM	Carron Klee Budget (798-6374)	Carron Klee	Approve	10/5/2011 9:22 AM
10/5/11 9:22 AM	Gary Robinson Director of Budget & Finance (798-7450)	Paula Manning	Approve	10/5/2011 11:48 AM
10/5/11 11:48 AM	Pat McCarthy Executive (798-2668)	Sue Rawlings	Approve	10/6/2011 2:00 PM

### GENERAL INFORMATION

**Contract Title:** SECURUS Inmate Phone System  
**Contract Type:** Revenue Contract - Revenue Contract (Receivable)  
**Department:** SHERIFF (001.128)  
**Contact:** Marilyn Poole (798-6638 )

### VENDOR INFORMATION

**Vendor Name:** SECURUS TECHNOLOGIES INC (226273 - Other Corporation (C) - EIN - 75-2722144)  
**Contract Compliance:** None

### VENDOR INFORMATION (Current Modification Only)

**Vendor Name:** SECURUS TECHNOLOGIES INC (226273 - Other Corporation (C) - EIN - 75-2722144)  
**Contract Compliance:** None

### CONTRACT VALUE

**CONTRACT VALUE**

Original Amount: \$1,500,000.00  
Total Contract Value: \$1,500,000.00 (100.00% of original)

Payment Terms: Net 30

**CONTRACT TERM**

Current Period of Performance: 10/17/2011 to 12/31/2014  
Original Period of Performance: 10/17/2011 to 12/31/2014  
Renewal Option: Automatic Annual Renewal

**CHECKLIST QUESTIONS**

Is Scope Computer Related? ☐ YES ☒ NO  
In Current Budget? ☒ YES ☐ NO  
Does the Contractor require the Executive's signature in lieu of any designee? ☐ YES ☒ NO  
Will Pierce County ALWAYS sign before the contractor? ☐ YES ☒ NO  
Will this contract be automatically billed by the Accounts Receivable System? ☐ YES ☒ NO

**COMMENTS**

• None

**BARS INFORMATION**

Eff.	Year	BARS Account/Description		Revenue	Expenditure	Enc/Alloc Amount
	2011	001.121.0000.36990.00.0132	PAY PHONE - OTHER MISCELLANEOUS REVENUE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$0.00
	2011	001.127.0000.36990.00.0132	PAY PHONE - OTHER MISCELLANEOUS REVENUE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$0.00

**MODIFICATION INFORMATION**

Mod #	Modification Type	Start Date	End Date	Max Amt Adj	Vendor Name
0	Original	10/17/2011	12/31/2014	\$1,500,000.00	SECURUS TECHNOLOGIES INC

AGREEMENT

CONTRACT NO. 1954

Securus Technologies, Inc., hereinafter called **Contractor**, and Pierce County, hereinafter called **County**, agree as set forth in this Agreement, including: (General Conditions), pp. 3 to 8; Exhibit A (Scope of Work), pp. 9 to 15; Exhibit B (Compensation), p. 15; Exhibit C (Contract Compliance for Professional, Technical, Supply, or Services - dated 03/10), pp. 16 to 20; and Exhibit D (Kiosk Exhibit), copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the 17th day of October, 2011, and shall, unless terminated or renewed elsewhere in the Agreement, terminate on the 31st day of December, 2014. This Agreement may renew for two additional one-year terms beginning January 1, 2015, unless either party written notice to terminate at least ninety (90) days before the end of the then current term.

The maximum consideration for the initial term of this Agreement or for any renewal term shall not exceed \$1,500,000. The County has established the following BARS expenditure code for this Agreement: 001.127.000.36990.00.0132 and 001.121.0000.36990.00.0132 which shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this Agreement agrees that the Indemnification provisions set forth in Paragraphs 5, 12, and 20 are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 14th day of September, 2011.

**CONTRACTOR:**

William D. Markens  
Name  
WDM  
Signature  
CFO  
Title of Signatory Authorized by Firm Bylaws

Address:

14651 Dallas Parkway, 6<sup>th</sup> Floor  
Dallas, TX 75254

Mailing Address:

14651 Dallas Parkway, 6<sup>th</sup> Floor  
Dallas, TX 75254

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact FAX: \_\_\_\_\_

**CONTRACTOR:**

Complete the tax status information for one of the following business entity types. Individual or Corporate name must exactly match that which is registered with either Social Security Administration or Internal Revenue Service.

**SOLE PROPRIETOR:**

Business Owner's Name \_\_\_\_\_ Business Owner's Social Security \_\_\_\_\_  
Number \_\_\_\_\_  
DBA/Business or Trade Name (if applicable) \_\_\_\_\_

**PARTNERSHIP:**

Number \_\_\_\_\_ Name of Partnership \_\_\_\_\_ Partnership's Employer Identification \_\_\_\_\_

**PIERCE COUNTY:**

Approved as to legal form only:

[Signature] 9-28-11  
Deputy Prosecuting Attorney Date

Recommended:

[Signature] 10/5/11  
Budget and Finance Date

Approved:

Paul A. Pastor 9-27-11  
Department Director Date

[Signature] 10/6/11  
Pierce County Executive (\$250,000 or more) Date

CORPORATION:

Number

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Corporation's Employer Identification



**GENERAL CONDITIONS**

1. Scope of Contractor's Services:

The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Exhibit "A" during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by Pierce County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for Pierce County, (hereinafter referred to as the "Contracting Officer"), the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B."

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.

4. Labor Standards and Contract Assistance:

The Contractor shall comply with the provisions of Exhibit "C", attached hereto, titled "Contract Compliance For Professional, Technical, Supply or Services".

5. Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Pierce County employees. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

6. No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

7. Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. Regulations and Requirement:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Exhibit "D."

9. Right to Review:

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice and may include, but is not limited to, on site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

10. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. Termination for Default:

If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default.

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

12. Defense & Indemnity Agreement:

To the fullest extent allowed by applicable law, each party by itself and/or its employees, agents, or contractors agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) (collectively "Claims") arising out of (i) a breach of its own representations, warranties, and/or covenants contained herein, or (ii) gross negligence or willful misconduct, or (iii) actual or alleged intellectual property infringement.

If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraph of this contract is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees, and (b) the indemnitor or the indemnitor's agents or employees, the indemnity provisions provided for in the preceding paragraph of this contract shall be valid and enforceable only to the extent of the indemnitor's negligence.

13. Insurance Requirements

The Contractor shall, at the Contractor's own expense, maintain, with an insurance carrier licensed to do business in the State of Washington, with minimum coverage as outlined below, commercial automobile liability insurance, and either commercial general liability insurance, or, if any services required by the contract must be performed by persons licensed by the State of Washington, professional liability insurance:

Commercial Automobile Liability

Bodily Injury Liability and Property Damage Liability Insurance with a combined single limit coverage of \$1,000,000, with not greater than a \$1000.00 deductible.

Commercial General Liability

Bodily Injury Liability and Property Damage Liability Insurance with a per occurrence limit of \$1,000,000 and aggregate limit \$2,000,000, with not greater than a \$10,000.00 deductible.

Umbrella

Limit of no less than \$1,000,000 excess over the Commercial Automobile Liability and General Liability Coverages.

Professional Liability Insurance

Shall include errors and omissions insurance providing \$1,000,000.00 coverage with not greater than a \$100,000.00 deductible for all liability which may be incurred during the life of this contract.

Pierce County shall be named as an additional insured on all required policies except professional liability insurance, and such insurance as is carried by the Contractor shall be primary over any insurance carried by Pierce County. The Contractor shall provide a certificate of insurance to be approved by the County Risk Manager prior to contract execution, which shall be attached to the contract.

Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.

15. Industrial Insurance Waiver

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

16. Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

17. Withholding Payment:

In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and /or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

18. Future Non-Allocation of Funds:

Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

19. Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

20. Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by County of any notice of such claim.
- b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

21. Disputesc. General

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

d. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

e. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

22. Ownership and Use:

County shall retain custody and ownership of all recordings, and inmate e-mail messages but will grant Contractor a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological, or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges. The system, applications, related records, data, and information (other than the call recordings and e-mail messages) shall at all times remain Contractor's sole and exclusive property unless prohibited by law, in which event, Contractor shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, Contractor will provide the County with reasonable access to the records. Contractor (or its licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Contractor's applications, the system, and its other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Contractor and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

23. Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Pierce County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

24. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the County Purchasing Agent, 615 S. 9th, Tacoma, WA 98405-4673. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

25. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

**Contractor Name: Securus Technologies, Inc.**

**Contract No.**

26. **Waiver:**  
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
27. **Waiver of Non Competition:**  
Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Pierce County, and Contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Pierce County.
28. **Survival:**  
The provisions of paragraphs 5, 7, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, and 27, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.
29. **Entire Agreement:** This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

**EXHIBIT "A"**  
**(SCOPE OF WORK)**

The contract documents shall consist of this contract, the request for proposal, the contractor's response dated July 13, 2011, and all documents referenced or incorporated therein, all of which are incorporated by reference as though set forth in full herein whether or not attached hereto and shall form an integral part of this contract. If there is any conflict between the provisions of this contract and the other contract documents, this contract shall control.

**COUNTY RESPONSIBILITY**

- A. Provide adequate space for Telephones and easy accessibility for use during the normal operating hours of County. County shall be responsible for any fees for use of required riser cable and electric power.
- B. Provide space for the system hardware and on-site technician.
- C. Maintain the area around the Telephones and ensure safe and ready access to the users of the Telephones and to Contractor.
- D. Allow Contractor access to perform maintenance during the established hours of accessibility jointly agreed to by County and Contractor, except when access must be denied to ensure the safety of Contractor's service personnel and/or to maintain institutional control.
- E. County agrees to allow Contractor access to and use of house cable and inside wire at no cost to install and provide telephone service. Any new house cable or inside wire required during the contract term will be at the sole expense of the County, unless otherwise negotiated with Contractor. Light fiber is not defined as house cable or inside wire. Any expense incurred as a result of the expected use of light fiber will be at the sole expense of the County unless otherwise negotiated with County.
- F. Any relocation, expansion, addition, or deletion of Telephones and equipment (excluding the initial installation), for reasons other than safety, resulting in extraordinary expense and expected to be paid for by Contractor, must be agreed to by Contractor in advance of the cost being incurred or alternatively, the cost be paid by the County.
- G. Exercise reasonable care to prevent the loss through theft and any damage to the Telephones from any source.
- H. County may, at its option, purchase and provide enclosures at its own expense for Telephones. In the event the County elects to provide enclosures, County shall be responsible for installation and maintenance of said enclosures.

**CONTRACTOR RESPONSIBILITY**

- A. Provide a full-time onsite technician forty (40) hours per week, 52 weeks per year as designated by Pierce County.
- B. Install, service and repair Inmate Telephones provided by Contractor, at Contractor's expense, except as otherwise agreed upon herein.
- C. Comply with the Americans with Disabilities Act (ADA) as it relates to the Contractor -provided equipment.
- D. Work with APPRISS (VINE Company) system to provide the same level of current services, and will manage the Appriss contract.
- E. Provide three (3) licenses for "Docsoft:AV," an automated transcription solution that creates transcripts from stored digital audio and video files.
- F. Contractor will pay fees defined within the RFP Performance Specifications; however, the maximum penalty for any single incident shall not exceed \$2000 and total payout for all incidents shall not exceed \$20,000 for the duration of the term.
- G. Contractor will provide programming and communication resources to receive and process data feeds from the Pierce County Legal Information Network Exchange (LINX) in the current file format both for initial setup and for ongoing updates. Data updates will be uploaded to the system in a timely manner and the frequency will be



Contractor Name: Securus Technologies, Inc.

Contract No.

established by the County (the frequency could be every hour). Future modifications that expand the functionality of the data feed or improve processing will be made at no cost to the County.

H. Provide the following Applications:

#### **CALL MANAGEMENT SYSTEM**

##### **DESCRIPTION:**

**Secure Call Platform:** Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to (a) monitor and record inmate calls, (b) automatically limit the duration of each call to a certain period designated by us, (c) maintain call detail records in accordance with our standard practices, (d) automatically shut the System on or off, and (e) allow free calls to the extent required by applicable law. The Contractor will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Pierce County Sheriff's Department.

#### **CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM**

##### **DESCRIPTION:**

**Secure Calling Platform User Interface.** The Contractor will provide the County with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which the Contractor may amend from time to time ("Compatible Equipment"), for a total of licensed users as specified in the attached Customer Statement of Work. Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein.

WORKSTATION REQUIREMENTS	
Processor	Personal computer (PC) with a minimum 1 gigahertz (GHz) or processor clock speed recommended; Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended higher
Operating System	Windows XP
Browser	Microsoft Internet Explorer 6.0 or better
Memory	At least 128 megabytes (MB) of RAM; 256 MB for optimum speed
Drive	CD-ROM or DVD drive
Display	Super VGA (1,024 x 768) or higher-resolution video adapter and monitor
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	Internet access

#### **SERVICE LEVEL AGREEMENT**

The Contractor agrees to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by the County (not inmates at the Facilities), in which case, the Contractor may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. The County agrees to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by the County or a third party, then the Contractor shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided Openworkstation(s) (see below). For the services contemplated hereunder, the Contractor may provide, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal): The "Openworkstation" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities ability to add additional third-party software. Ownership of the Openworkstation is transferred to the facility along with a three-year product support plan with the hardware provider. The Contractor has no obligation to provide any technical and field support services for an Openworkstation. COUNTY IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY OPENWORKSTATION(S)."



Contractor Name: Securus Technologies, Inc.

Contract No.

1. Outage Report, Technical Support. If either of the following occurs: (a) the County experiences a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then the County will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. The Contractor will provide the County commercially reasonable notice, when practical, before any Technical Support outage.

2. Priority Classifications. Upon receipt of the report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

"Priority 1"	30% or more of the functionality of the System is adversely affected by the System Event.
"Priority 2"	5% - 29% of the functionality of the System is adversely affected by the System Event.
"Priority 3"	5% or less of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.

3. Response Times. After receipt notice of the System Event, the Contractor will respond to the System Event within the following time periods:

Priority 1	2 hours
Priority 2	24 hours
Priority 3	72 hours

4. Response Process. In the event of a System Event, where the equipment is located on the County's premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact the County with the technician's estimated time of arrival), as necessary. In the event of a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

5. Performance of Service. All of Contractor's repair and maintenance of the System will be done in a good and workmanlike manner at no cost to the County except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by the County and Contractor may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

6. Escalation Contacts. County's account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, the County may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

7. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a member of our management team will contact the County to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.

8. Monitoring. The Contractor will monitor our back office and validation systems 24 hours a day, seven days a week.

9. Required IGR. County is responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request the Contractor will provide the County with the specifications for the IGR. If the County are unable to or do not provide the IGR, then the Contractor will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that the Contractor are not responsible for any delay caused by the County's failure to provide the IGR.

10. End-User Billing Services and County Care. Our Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available during reasonable business hours Monday through Saturday by telephone at 800-844-6591, by email at Support@CorrectionalBillingServices.com, and by facsimile at 800-578-2627. In addition, the Contractor will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. The Contractor will also accept payments from end-users by credit card, check, and cash deposit (such as by money order or Western Union transfer).

### **CONTINUOUS VOICE VERIFICATION**

Continuous Voice Verification (CVV) provides validation of inmate personal identification numbers (PINs) through voice verification technology for purposes of improved security and reduced potential of fraud and consumer harassment by inmates. Where installation of CVV is requested by the County, a non-commissionable, per-call service charge of \$0.25 applies to all call types. This charge is included in the "per call/surcharge" calling rates and will not be billed separately.

### **INSTANT PAY™ PROGRAM**

#### **DESCRIPTION**

The Instant Pay™ Program optimizes the call routing at Facilities by connecting as many calls as possible. If a call is attempted but there is no account or calling card open and in use to pay for the call, the call can be routed to the Instant Pay Program. The Instant Pay Program will offer the called party additional options to connect the call as well as provide information and promotional messaging on how to create a prepaid AdvanceConnect™ Account.

#### **COMPENSATION**

**Pay Now™** Pay Now™ is an instant paid payment product available to facilities that have the Instant Pay Program installed that allows the called party to instantly pay for a single call using a debit or credit card in real-time as the call is being initiated. With Pay Now™, the called party may immediately pay using a credit or debit card for one single call or may elect to setup and / or fund a prepaid AdvanceConnect account. Contractor will compensate the County at a rate of one and 60/100 dollars (\$1.60) for each call accepted and paid for using Pay Now™. Pay Now™ is not subject to any other compensation.

**Text2Connect™** Text2Connect™, previously known as First Call Connect 2 ("FCC2"), is a program designed to get inmates in touch with Friends and Family members quickly and to encourage them to set up a prepaid AdvanceConnect™ account. If (a) an inmate attempts a call to a mobile phone, (b) the facility allows calls to mobile phones, and (c) the call cannot be billed by Contractor, then call control will be assumed by our third-party provider. Our third-party provider will prompt the called party to double opt-in to accept and confirm the charges for a premium SMS text message and continue the call. Charges for the message are billed by the called party's mobile provider on their mobile phone bill. The called party receives a text message receipt for the call charges and is given instructions on how to open a prepaid AdvanceConnect™ account. Text2Connect™ is available through our third-party processor who maintains relationships with select mobile phone companies around the country and manages the connection.

Text2Connect™ promotional calls are not commissionable, and Contractor will pay the County a bonus payment of thirty cents (\$0.30) for each transaction fee billed and collected by the wireless carrier completed through the Text2Connect™ platform. Bonus payments for each applicable connection will be added to the County's existing monthly commission statement. Text2Connect™ is not subject to any other compensation.

### **AUTOMATED INFORMATION SERVICES**

At a mutually agreed upon date for the future, the Contractor will provide the Automated Information Services (AIS™) through our third party vendor, Telerus as described herein. The AIS™ application is designed to automate internal inquiries from detainees and outside calls from friends and family members on one single platform. In addition, the application is designed to allow inmates' friends and families the ability to open or fund a pre-paid telephone account as well as fund an inmate's trust account. The application is accessed through a telephone IVR system that is available to all callers. Once facility staff has uploaded all required information, the system is able to automate information such as:

- Commissary balances (pending MIS system data flow)
- Charge information
- Court Appearance Dates, Times, locations
- Bond Amounts, Types
- Projected Release Dates
- Visitation Eligibility Times

Automated Information Services 2.0 is configurable to meet the specific needs of the facility. The standard option includes automation of inmate and facility information to constituents who call the existing main telephone number and to inmates at the County's facility. The County may also choose to add any of the following additional options:

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- Automation of inmate and facility information to constituents (standard)
- Automation of inmate and facility information to inmates (standard)
- Ability to open or fund a Securus pre-paid telephone account
- Ability to fund an inmate trust account

The application provides all information automatically without staff intervention 24/7 from any standard day room or outside telephone with no new wiring required. Facility staff personnel must maintain information on the system. The County shall be responsible for any/all integration fees incurred by its JMS/MIS system provider in order for AIS to receive inmate data.

The impact on the commission percentage will be negotiated before implementation of the AIS system via a separate written amendment signed by the parties.

### **THREADS**

At a mutually agreed-upon date in the future, the Contractor will provide THREADS through a third party vendor. The impact on commission payments will be negotiated before implementation of THREADS via a separate written amendment signed by both parties.

### **VOICE MESSAGING**

#### **DESCRIPTION:**

The Voice Messaging application provides a secure, password protected, 2-way communication vehicle for inmates and Friends and Family members with which they can leave voice messages. The messaging service can be terminated at will for particular inmates. No additional equipment is provided with this application.

#### **COMPENSATION:**

When the Contractor begins charging for this application, a \$0.50 transaction fee plus applicable taxes will be charged to the end-user for each message delivered. The County will receive \$0.25 for each transaction fee collected by the Contractor. All Messaging payments shall be final and binding upon the County unless the Contractor receives written objection within sixty (60) days.

### **INMATE DEBIT ACCOUNTS**

#### **DESCRIPTION:**

An Inmate Debit Account is an inmate-owned phone account that allows inmates to use funds from their commissary/trust accounts to make phone calls. At the beginning of every call each inmate is asked to key in his/her Personal Identification Number ("PIN") to complete a call and pay for it using their Inmate Debit Account. County agrees to have the debit module of the SCP Call Management System enabled for the facility(ies) to offer Inmate Debit Accounts to inmates. Inmates may request to transfer funds from their trust accounts to their Inmate Debit Account to use to pay for calls and/or allow Friends and Family to fund these accounts directly. County agrees to use S-Gate to process inmate's funds transfer requests or utilize integration with the trust account system to process inmate's funds transfer requests.

County understands and agrees to allow Friends and Family members to fund these accounts through multiple points-of-sale, the inmate's account number will be available for Friends and Family on Contractor's website.

#### **INVOICING:**

Contractor will provide an electronic invoice to County on a weekly basis for debit account funding amounts collected by County. County agrees to pay the invoice on a due-upon-receipt basis.

#### **COMPENSATION:**

The Contractor will pay the County the Commission percentage specified in the chart below that the Contractor earns through the completion of debit calls placed from the Facilities. We shall remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date.

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FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Percentage	Revenue Base for Calculation of Commission
Pierce County Sheriff's Department Business Unit 930 Tacoma Ave. S. Tacoma, WA 98402	68%	Gross Revenues

COMMISSARY ORDER BY PHONE

DESCRIPTION:

Commissary Order by Phone allows an inmate to order and purchase commissary items using the inmate phone system by selecting an additional menu option on the phone system. The County's commissary operator provides an interactive voice response system ("IVR") and a speed-dial number (800#) into the commissary's IVR. The County hereby requests that the Contractor work with its commissary operator identified below to set up and activate Commissary Order by Phone at the Facility named in the chart below:

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Commissary Operator
Pierce County Sheriff's Department Business Unit 930 Tacoma Ave. S. Tacoma, WA 98402	Keefe Commissary

TOUCHPAY KIOSKS

The Contractor will install two (2) lobby Kiosks and one (1) booking Kiosks on the County's premises at locations mutually agreed to by the County and Contractor. Please see Exhibit D for details.

CALLING RATES

Contractor will charge the calling rates set forth in the chart below. International rates, if applicable, will vary by country.

CALL TYPE	COLLECT		PREPAID COLLECT		DEBIT/CARDS	
	Connection	Per Minute	Connection	Per Minute	Connection	Per Minute
Local	\$2.49	\$0.00	\$2.49	\$0.00	\$2.49	\$0.00
Intralata/Intrastate	\$2.49	\$0.10	\$2.49	\$0.10	\$2.49	\$0.10
Interlata/Intrastate	\$2.49	\$0.10	\$2.49	\$0.10	\$2.49	\$0.10
Interlata/Interstate	\$2.49	\$0.10	\$2.49	\$0.10	\$2.49	\$0.10
International	N/A	N/A	N/A	N/A	\$4.20	\$1.00

**EXHIBIT "B"**  
**(COMPENSATION)**

**Collect Calls.** We will pay you commission (the "Commission") based on Gross Revenues we earn through the completion of collect calls placed from the Facility as specified in the chart below. Gross Revenues shall mean all gross billed revenues relating to completed collect calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-LEC third parties, and promotional programs are excluded from revenue to the Provider. We shall remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date. Your payment address is as set forth in the signature block below. **You shall notify us in writing at least sixty (60) days before a Payment Date of any change in your payment address.**

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commission Payment Address
Pierce County Sheriff's Department Business Unit 930 Tacoma Ave. S. Tacoma, WA 98402	SCP	68%	Gross Revenues	Same

Contractor and County will meet for a formal review each year during the term before July 1st to review commission rates, call rates, revenue generated, service levels, new products and services, and other topics related to the inmate phone system to ensure that both parties are doing their part to maximize the mutual benefits of the business partnership.

**Appriss Vine Commission.** On the first day of the month following this Schedule Effective Date, Contractor will provide the Appriss (VINE) System to the County at no cost to the County. The cost of maintaining the VINE system is \$36,000 per year. The yearly cost of this system will be reviewed at the same time vendor commission is reviewed. Appriss' payment address is as follows:

Appriss (VINE) system (Software and Services)  
10401 Linn Station Rd., Suite 200  
Louisville, KY 40223-3842  
1-866-277-7477  
Pierce County Acct. 971004015

If the County wishes to discontinue or disconnect the Appriss (VINE) System after the end of a contract year, Contractor will change the County's commission to reflect the decrease in expense to Vendor. If, during the Initial Term or Renewal Period of this Contract, the County's requirements change and/or the service is no longer required for The Vine Company System, the County shall provide Contractor with thirty (30) days advance written notification of said change. Upon the removal of The Appriss (VINE) System, the County shall reimburse the Contractor for any monies the Contractor has paid for the Appriss (VINE) System during that contract year.

**EXHIBIT "C"**  
**CONTRACT COMPLIANCE for**  
**PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICES**  
Revised 3/10

It is the policy of Pierce County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Pierce County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises.

Bidders are encouraged to utilize qualified, local businesses in Pierce County and Washington State where cost effectiveness is deemed competitive. In addition, Bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).

**A. MWBE DIRECTORY ASSISTANCE**

A directory of MWBE firms is published quarterly by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Copies of the directory are available from the State OMWBE (360-753-9693) or may be viewed at the Public Works Department, 2702 S 42<sup>nd</sup> St Suite 201, Tacoma 98409, and the Tacoma Public Library, 1102 Tacoma Avenue South, Tacoma, 98402. Contact the Contract Compliance Office for additional information at (253) 798-7250.

**B. EQUAL EMPLOYMENT OPPORTUNITY:**

1. Upon execution of this contract, the Contractor shall comply with the Equal Employment Opportunity requirements set forth below. The Contractor shall not violate any of the terms of Chapter 49.60 of the Revised Code of Washington, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination.
2. No person or firm employed by the Contractor shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (29 U.S.C. 621 et seq.), the Equal Pay Act (29 U.S.C. 206(d), the Rehabilitation Act (29 U.S.C. 791 et seq.), the Americans with Disabilities Act of 1990, or for participating in any stage of administrative or judicial proceedings under those statutes.
3. The Contractor shall take all reasonable steps to ensure that qualified applicants and employees shall have an equal opportunity to compete for advertised or in-house positions for employment. Applicants and employees shall be treated fairly without regard to race, color, religion, sex, age, disability, or national origin. Equitable treatment shall include, but not be limited to employment, upgrading or promotion, rates of pay increases or other forms of compensation, and selection for training or enrollment in apprenticeship programs.

**C. CERTIFICATION OF NONSEGREGATED FACILITIES**

The Contractor shall submit with its proposal a Certification of Nonsegregated Facilities. All requests to sublet or assign any portion of this contract, at any level, shall be accompanied by evidence of this certification in all subcontract agreements.

**D. E-VERIFY DECLARATION**

Pierce County requires that all businesses which contract with the County for contracts in excess of \$25,000 and of duration longer than 120 days, and are not specifically exempted by PCC 2.106.022, be enrolled in the Federal E-verify Program. The requirement extends to every subcontractor meeting the same criteria. The Prime Contractor must provide certification of enrollment in the Federal E-verify program to the County. The Prime Contractor will remain enrolled in the program for the duration of the contract. The Prime Contractor is responsible for verification of every applicable subcontractor. The County reserves the right to require a copy of the Memorandum of Understanding between the Prime or any Subcontractor and the Department of Homeland Security upon request at any time during the term of the contract. Failure to provide this document could result in suspension of the project.

A copy of Ordinance 2009-74 is on the Purchasing Department's website located at [www.co.pierce.wa.us/cfapps/edocs/viewdocuments.cfm?did=95668&dnum](http://www.co.pierce.wa.us/cfapps/edocs/viewdocuments.cfm?did=95668&dnum).

The Federal E-Verify Program is a web based application and can be accessed at [www.dhs.gov/everify](http://www.dhs.gov/everify).

**E. SUBMITTAL REQUIREMENTS**

1. Certificate of non-segregated facilities: Contractor shall submit with proposal, each subcontractor shall submit when work is sublet.
2. Professional and Technical Workforce Data Form: Contractor is encouraged to submit with proposal, each Subcontractor is encouraged to submit the form when work is sublet.
3. Subcontractors Participation Form: Check the appropriate box indicating the firm who will perform the work of

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the contract. Submit the completed form with the proposal documents.

4. E-Verify Declaration: Contractor shall submit with proposal.



**CERTIFICATION OF NONSEGREGATED FACILITIES**

The contractor certifies that no segregated facilities are maintained and will not be maintained during the execution of this contract at any of contractor's establishments.

The contractor further certifies that none of the contractor's employees are permitted to perform their services at any location under the contractor's control during the life of this contract where segregated facilities are maintained. The contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.

The contractor agrees that identical certifications from proposed contractors will be obtained prior to the award of any subcontracts. Contractor will retain a copy of any subcontractor's certification and will send original to Contract Compliance Division.

**NON-COLLUSION & DEBARMENT AFFIDAVIT**

State of Washington, County of \_\_\_\_\_

As an authorized representative of the firm of Securus Technologies, Inc., I do hereby certify that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

I further acknowledge that by signing the signature page of the proposal, I am deemed to have signed and have agreed to the provisions of this affidavit.

Note: Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

"A suspending or debarring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive Order 12549..." (49CFR Part 29 Section 29.215)

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the special provisions for this project.



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**SUBCONTRACTORS PARTICIPATION FORM**  
for  
**PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICE PSAs**  
Revised (6/99)

Check appropriate statement below:

☐ **Our firm will perform all contracted scope of work tasks.**

☐ **Our firm will subcontract a portion of the work tasks.** The following firms were contacted and will be utilized in the performance of the work as indicated below.

List all potential subcontracting firms. Do not mark "N/A" unless the Bidder will perform all work or provide all supplies or services for this contract.

Firm Name/Address/Phone	Work Item(s) Solicited	Proposal Amount	Awarded? (yes/no)

1. List full name, address, and phone number of each firm listed to be utilized.
2. List specific work to be accomplished, supplies to be furnished and the amount proposed for each subcontract.
3. Contact the Pierce County Contract Compliance Officer at (253) 798-7250 if you have questions.

BY: W. B. M. H. T. DATE: 4/22/11

TITLE: CFU PHONE: 912-277-6690

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**PERSONNEL WORKFORCE DATA FORM**

Firm Name \_\_\_\_\_ Project \_\_\_\_\_ Project # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone No. (\_\_\_\_) \_\_\_\_\_

Contract Work Hours ( if applicable) \_\_\_\_\_ Type of Service Provided \_\_\_\_\_

**CONTRACTOR'S AGGREGATE WORK FORCE - if you need additional space, photo copy this section and attach it to this form.**

Apprentice/ OCCUPATION Trainee	Total Employed		Total Minority		Native American		Asian		Black		Hispanic	
	<u>M</u>	F	M	F	M	F	M	F	M	F	M	F
Management												
Professionals												
Technicians												
Administrative												
Other Classifications												
<b>TOTALS:</b>												

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**Exhibit D  
(Kiosk Statement of Work)**

**This Kiosk Statement of Work** is made part hereto and governed by the Personal Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("Securus," "we," or "Provider"), and Pierce County ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Kiosk Statement of Work shall be coterminous with the Agreement.

**RECITALS**

WHEREAS, TouchPay Holdings, LP ("TouchPay"), a Texas Limited Partnership, whose address is 1708 Mesquite Bend Drive, Irving, Texas 75063, provides electronic payment services, network services, terminal driving and other related services for free standing electronic payment kiosks for its clients; and

WHEREAS, Securus has entered into an agreement with the Customer whereby Securus provides certain services to the Customer, individually or through the use of a third party; and

WHEREAS, in addition to the services provided under the Agreement, Securus will install and operate the Kiosk(s) as described herein through its third party provider, TouchPay.

**I. DEFINITIONS.**

- A. Implementation Project Plan shall mean a detailed "roadmap" of events that need to occur in order to successfully complete any given project in a timely manner, error free and within budget constraint parameters.
- B. Kiosk shall mean the hardware and software necessary to provide remote electronic financial transactions.
- C. Kiosk Operations Outsourcing shall mean having a third party involved in the owning, operating, replenishing of supplies and performing various maintenance functions on various Kiosk devices.
- D. Kiosk Site Survey shall mean a physical visit by trained technicians to a potential installation site to determine the appropriateness and suitability of a specific location that would potentially be used for hardware installation.
- E. Network Operating Regulations means the bylaws, rules and regulations of the Network Organizations, as amended from time to time, and as such exist from time to time.

**II. PAYMENTS.**

- A. Securus, through its third party provider, TouchPay, will provide a premises-based proprietary Lobby Kiosk, a Booking Kiosk, an Interactive Voice Response System ("IVR"), an on-line Web Payment Portal ("Web"), and a Retail Walk-in locations for the processing of certain payment-related services, as set forth herein, which would enable Securus to accept payments from Clients (herein "Client" shall mean the depositor of funds into a specified account) for the purpose of transferring payments from such Client to Customer.
- B. For all services and provisions designated below, all fund amounts, including all cash and all approved credit/debit payments deposited for the benefit of Client, shall be transferred in real time into the appropriate accounts, and be immediately available for use. Provider, through TouchPay, shall electronically transfer said funds through an automated clearinghouse (ACH) or similar banking system, into the Customer's designated inmate

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trust banking account within ninety-six (96) hours after the deposits are authorized and accepted by Provider. Provider will monitor all transactions and take reasonably appropriate actions to help prevent fraudulent transactions by implementing the recovery procedures.

- C. For all Debit Release Card services through TouchPay, the entire balance of funds in inmate's account shall be made available for transfer to inmate's pin-based debit card upon inmate's release from Facility, and said funds shall be immediately available for inmate's use.
- D. Fees for Services.

In coordination with the installation of the products listed in the Scope of Service, Client agrees to the following configuration:

Facility Size (ADP)	100-200	200-350	350-500
Phone Account Payments	Required	Required	Required
Trust Account Payments	Required	Required	Optional
Self Release (Bail) Payments	Required	Required	Optional
Booking Kiosk*	Optional	Optional	Optional
Kiosk Canned Messaging	Required	Optional	Optional
Recovery Payments	Required	Optional	Optional
Accept Payments at Windows	No	No	No / Limited
Accept Money Order Payments	No	Optional	Optional

\* Fees for Booking Kiosk services will be determined on a case by case basis

1. For cash, credit/debit card and ACH transactions for **Inmate Phone Deposits**, TouchPay will charge the Client/Depositor a base fee as follows:

Deposit Amount	Fee Website	Fee - Transaction by Phone/IVR	Fee - Lobby Kiosk/ ezPay
0-\$20.00	\$7.95	\$7.95	\$4.00
\$20.01-\$100.00	\$7.95	\$7.95	\$5.00
\$100.01-200.00	\$7.95	\$7.95	\$6.00
<b>Canned Messaging</b>			\$2.00

For each credit/debit card Phone Deposit, TouchPay will charge the Client the base fee as listed above plus 7.5% of the face amount of each transaction. Fees are subject to change depending on the deployment of other equipment.

For Retail Walk-in location transactions, TouchPay will charge the Client the Base Fee above plus \$2.00 for each transaction.

2. For cash, credit/debit card and ACH transactions for **Trust/Commissary Deposits** and **Recovery Payments**, TouchPay will charge the Client/Depositor a base fee as follows:

Deposit	Fee	Fee -	Fee - Lobby
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Amount	Website	Transaction by Phone/IVR	Kiosk/ezPay
0-\$20.00	\$4.00	\$4.00	\$4.00
\$20.01-\$100.00	\$5.00	\$5.00	\$5.00
\$100.01-200.00	\$6.00	\$6.00	\$6.00
<b>Canned Messaging</b>			\$2.00

For each credit/debit card Trust/Commissary Deposits and Recovery Payments, TouchPay will charge the Client the base fee as listed above plus 7.5% of the face amount of each transaction. Fees are subject to change depending on the deployment of other equipment.

For Retail Walk-in location transactions, TouchPay will charge the Client the Base Fee above plus \$2.00 for each transaction.

3. For cash, credit/debit card and ACH transactions for **Self Release (Bail) Deposits** in a trust fund account, TouchPay will charge the Client/Depositor a base fee as follows:

Deposit Amount	Fee - Transaction by Website	Fee - Transaction by Phone/IVR	Fee - Lobby Kiosk Cash	Fee - Lobby Kiosk – CC/DC
\$0.00-\$100.00	\$5.00	\$5.00	\$5.00	\$5.00
\$100.01-9,500.00	\$10.00	\$10.00	Additional \$5.00 per \$100.00 deposited	\$10.00

For each credit/debit card Self Release (Bail) Deposits, TouchPay will charge the Client the base fee as listed above plus 7.5% of the face amount of each transaction. Fees are subject to change depending on the deployment of other equipment.

For Retail Walk-in location transactions, TouchPay will charge the Client the Base Fee above plus \$2.00 for each transaction.

### III. SCOPE OF SERVICES

Securus will install two (2) lobby Kiosks and one (1) booking Kiosks on the Customer's premises at locations mutually agreed by Customer and Provider.

- A. Securus shall create, and assist Customer in creating, an interface between TouchPay's system and the Customer's JMS Provider's computer and network systems to accomplish electronic transfer of funds to Customer's accounting system.
- B. Customer's JMS Provider will provide Securus a list of payment types as well as the payment amount for each transaction type.
- C. Prior to the installation of any hardware that may be necessary for the payment services, Customer shall provide Securus with information regarding the location on Customer's premises where the Kiosk and / or ezPay terminal(s) shall be located. Customer shall prepare the site for the kiosk(s), according to TouchPay's reasonable instructions. Power and Internet connections are Customer's sole responsibility.

- D. Title to all hardware provided by Securus for the purpose of providing payment services shall remain solely that of TouchPay or Securus as TouchPay's licensee. Within 30 days of the expiration or earlier termination of this Agreement, or within 30 days of receiving notice from Customer, whichever is shorter, Securus shall, at its own expense, remove all of its hardware from Customer's premises.
- E. TouchPay shall bear all risk of loss or damage to the hardware. Customer shall not be liable for any loss or damage to the hardware.
- F. Debit Release Cards – Debit release cards will be provided at no charge to the Facility, and may be used to issue refunds for inmate trust and/or phone account balances at time of release.
- G. Customer agrees to use best efforts to facilitate the use of TouchPay's payment services as described herein. However, Customer shall not be obligated to use TouchPay as the exclusive means for placement of funds into Customer's accounts, except as designated in the Facility Size matrix above, nor shall Customer be obligated to promote, advertise, or otherwise direct Clients to TouchPay's payment services. Customer shall retain the right to discontinue the use of TouchPay's payment services in its sole discretion when necessary to guard against risk of death, injury, or breach of security to a Customer facility.
- H. Securus shall repair or replace a defective hardware within 48 hours of notice to Securus at the address designated for notice in the Agreement.

#### IV. DUTIES OF THE PARTIES

A. Securus.

- 1. Securus, through its third party vendor, TouchPay, shall conduct a Kiosk Site Survey and develop an Implementation Project Plan at Securus' expense.
- 2. Securus shall provide, install, and operate products according to the Scope of Services above, at the Customer's location at Securus' expense. The Kiosk(s) shall remain the property of TouchPay or Securus as TouchPay's licensee at all times during the Term of this Agreement and shall be returned to Securus (i) at the expiration or earlier termination of the Agreement or (ii) the termination of the Kiosk services under this Exhibit, whichever occurs first. Securus shall set up the Kiosk in a manner Securus deems to be best for transaction and revenue generating capabilities.
  - (a) Securus may remove a Kiosk previously deployed if, in its sole and reasonable discretion, Securus deems the Kiosk to be unprofitable, unsafe to operate or maintain, or is otherwise determined by Securus to be in an undesirable location for a Kiosk.
- 3. Securus, through TouchPay, is responsible for cash removal from the Kiosk on a regular basis, and will be responsible for all maintenance of the Kiosk.

B. Customer.

- 1. Customer shall provide a secure location at which the Kiosk(s) shall be installed. For reasons of safety and security, the Kiosk must be attached securely to the floor of the Customer location.

Contractor Name: Securus Technologies, Inc.

Contract No.

2. Customer shall provide all electrical power and network connectivity necessary for the operation of the Kiosk at the Customer location.
3. Customer shall cooperate with Securus and TouchPay by providing such assistance as is necessary for the installation and operation of the Kiosk at the Customer location, allow customers unrestricted access to the Kiosk to conduct transactions and allow unrestricted access to the Kiosk to TouchPay, or its designees, for maintenance of the Kiosk and provide such additional assistance as is necessary to enable the performance of the services.
4. Customer shall allow Securus to perform marketing services to promote usage of the Kiosk to the public.

<b><u>CUSTOMER:</u></b> Pierce County  By: <u>Paul A. Pastor</u> Name: <u>PAUL A. PASTOR</u> Title: <u>Sheriff</u>	<b><u>PROVIDER:</u></b> Securus Technologies, Inc.  By: <u>W.D. Muller for R. Pickens</u> Name: Robert Pickens/ <u>WILLIAM D. PICKENS</u> Title: Chief Operating Officer/ <u>COO</u>
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**Please return signed contract to:**

14651 Dallas Parkway  
Sixth Floor  
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300