

Alameda County Sheriff's Office

Lakeside Plaza, 1401 Lakeside Drive, 12th Floor, Oakland, CA 94612-4305



Gregory J. Ahern, Sheriff

Director of Emergency Services
Coroner - Marshal

February 29, 2016

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

Dear Board Members:

SUBJECT: AWARD A CONTRACT FOR HOSTED, INTERNET PROTOCOL-BASED VIDEO VISITATION SOLUTION, REQUEST FOR PROPOSAL NO. 901291

RECOMMENDATION:

Approve and authorize the Purchasing Agent to execute a contract, attached hereto, for Master Contract No. 901291, Procurement Contract No. 11702, with Global Tel*Link Corporation (Principal: Jeffrey B. Haidinger; Location: Reston, VA), to provide hosted, Internet Protocol-based video visitation solution services to the Alameda County Sheriff's Office, for the term of 03/08/16 – 03/07/21, at no cost to the County of Alameda.

DISCUSSION/SUMMARY:

Alameda County requires an experienced vendor to plan, finance, and implement a Hosted, Internet Protocol-Based Video Visitation Solution (HVVS), which will allow County staff, including probation and parole officials, attorneys, and the general public to communicate with inmates at the Alameda County Sheriff's Office (ACSO) facilities. The County desires to obtain HVVS services at the lowest per call and per minute cost, while revenue sharing to increase the Inmate Welfare Fund (IWF). The system shall allow for monitoring, scheduling, and management of on-site video visitation, including inmate-to-court, inmate-to-medical services, and inmate-to-attorney.

The approximate cost for a 30-minute video visitation is \$8.00, and will be scheduled and paid for by friends, family, or other outside parties (e.g., legal counsel). Video visitations are an option that will be offered in addition to the current in-person, non-contact visits.

The cost of the HVVS system is \$1.6 million. As such, the first \$1.6 million generated through video visits will be used to offset the cost of the system. After the system is paid off, 65% of all

revenue generated through video visitations will be given to the County--100% of revenue given to the County will go to the IWF.

SELECTION CRITERIA/PROCESS:

The County does not currently have a video visitation solution in place, and the ACSO has determined that the County does not currently have the resources to provide HVVS services.

The ACSO worked with General Services Agency (GSA)-Procurement to develop and issue a Request for Proposal (RFP). The RFP was issued on November 20, 2014; posted on the GSA Current Contracting Opportunities website for approximately 67 days; e-mailed to 24 interested parties; and sent to 2,968 subscribers to the GSA Goods and Services-Current Contract Opportunities mailing service via E-Gov, including certified Small Local Emerging Businesses (SLEB). Two networking/bidders conferences were held and were attended by six vendors.

On January 26, 2015, two responses to the RFP were received. Both bidders were interviewed and evaluated by the County Selection Committee (CSC) comprised of: two representatives from the ACSO, and one from the San Francisco Sheriff's Office. A maximum total of 500 evaluation points were available for this RFP.

Securus Technologies, Inc. (Securus) was disqualified for not meeting bid requirements/specifications. Securus' bid response contained conditional pricing that could incur costs to the County; in addition, Securus' charge to visitors of \$19.95 per visit was high and deemed unreasonable.

*Global Tel*Link Corporation was the highest scoring qualified vendor. There is no County expenditure for this contract; on March 30, 2015, the Office of Acquisition Policy (OAP) waived the SLEB requirement for this contract (Expires on April 30, 2020).*

The following is the evaluation summary:

<i>Vendor</i>	<i>Location</i>	<i>Local</i>	<i>SLEB</i>	<i>Evaluation Points</i>
<i>Global Tel*Link Corporation</i>	<i>12021 Sunset Hills Road, Suite 100 Reston, VA 20190</i>	<i>N</i>	<i>N</i>	<i>349</i>

FUNDING:

This project generates commission for the Inmate Welfare Fund and incurs no County cost.

Respectfully submitted,



Gregory J. Ahern
Sheriff-Coroner



Willie A. Hopkins, Jr.
Director, General Services Agency

Attachment

WAH:LL:tt\I:\Board Letters\Purchasing\FY 2015-16\901291 Hosted, Internet Protocol-Based Video Visitation Solution.doc

cc: Susan S. Muranishi, County Administrator
Steve Manning, Auditor-Controller/Clerk-Recorder
Donna R. Ziegler, County Counsel

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Global Tel*Link Corporation DEPT #: 290541
 TITLE/SERVICE: Hosted, IP-Based Video Visitation
 DEPT. CONTACT: Lt. Cheri Nobriga PHONE: (925) 551-6828

I. INFORMATION ABOUT THE CONTRACTOR YES NO

- 1. Is the contractor a corporation or partnership? (X) ()
- 2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ()
- 3. If the answer to BOTH questions is YES, provide the employer ID number here:
6310701001
 No other questions need to be answered. Withholding is not required.
- 4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____
 No other questions need to be answered. Withholding is not required.
- 5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES YES NO

- 1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? (X) ()
- 2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () (X)
- 3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () (X)
- 4. Is the relationship between the County and the contractor intended to be ongoing? (X) ()

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS YES NO

- 1. Is the contractor being hired for a period of time rather than for a specific project? () ()
- 2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS YES NO

- 1. Will the agreement be with an individual who does not have an outside practice? () ()
- 2. Will the contractor work more than an average of ten hours per week?
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.

- 3. Will the County provide more than 20% of the contractor's income? () ()
- 4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.



Contractor Signature

Agency/Department Head/Designee
Signature

Jeffrey B. Haidinger

Printed Name

Printed Name

January 26, 2016

1/26/16

Date

Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, 2016, is by and between the **County of Alameda**, hereinafter referred to as the "County," and **Global Tel*Link Corporation**, hereinafter referred to as the "Contractor."

WITNESSETH

Whereas, County desires to obtain Hosted, IP-Based Video Visitation Solution services (HVVS) which are more fully described in Exhibit A hereto ("Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide a HVVS, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Services
- Exhibit A-1 Requirements
- Exhibit A-2 Description Equipment/System
- Exhibit A-3 Description of Services
- Exhibit A-4 Implementation Plan and Schedule
- Exhibit A-5 Written Maintenance Agreement
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E Reserved

The term of this Agreement shall be five (5) years from the date signed by the County and the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

GLOBAL TEL*LINK CORPORAION

By: _____
Signature

By:  _____
Signature

Name: John Glann
(Printed)

Name: Jeffrey B. Haidinger
(Printed)

Title: Purchasing Agent

Title: President & COO

Date: _____

Date: January 26, 2016

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two weeks' notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses,

damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property arising out of the breach by the Contractor of its obligations under this Agreement, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with breach by Contractor of its obligations under this Agreement (collectively "Liabilities") except to the extent such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense at its own expense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. PAYMENT: INTENTIONALLY DELETED
9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. CONFLICT OF INTEREST; CONFIDENTIALITY: The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices

provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

12. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Alameda County Sheriff's Office
5325 Broder Boulevard
Dublin, CA 94568
Attn: Inmate Services Lieutenant/Manager

To Contractor: Global Tel*Link Corporation
12021 Sunset Hills Road, Suite 100
Reston, VA 20190
Attn: Legal Department

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any Party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

13. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
14. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.

- f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
15. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement
16. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all plans, specification, designs, drawings, sketches, renderings, and models of the

products and services supplied under this Agreement (“Documents and Materials”). Contractor’s obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the termination of this Agreement.

18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County terminates the Agreement under this Section, the County shall pay Contractor its costs and expenses through termination, which shall only include charges for: (1) the costs of any VVS cabling and equipment that remains with the County (excluding the devices, servers, and redundancies, which shall be retrieved by the Contractor); (2) VVS maintenance hours completed; (3) VVS support hours completed; (4) VVS installation hours completed; (5) the VVS service technician assigned pursuant to the Contract to support the VVS on a full-time, dedicated basis, provided, for the avoidance of doubt, that hours worked by this VVS technician shall not be reported under subsections “(2),” “(3),” and “(4)” above; and (6) the VVS network bandwidth needed to operate the VVS in accordance with the terms of the Contract, all up to the time of termination. Contractor shall provide a detailed bill setting out the rates, specifics, and justifications for these six (6) categories within thirty (30) days after termination is final under this Section; upon receiving a bill from the Contractor, the County shall have thirty (30) days to review, analyze, challenge, and question any and all aspects of the bill. The ultimate recoupment sum shall not include lost or future profits
20. SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:

Contractor has been approved by County to participate in contract without SLEB participation. As a result, there is no requirement to subcontract with another business in order to satisfy the County’s Small and Emerging Locally owned Business provision.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County’s Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Paragraph 13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) via e-mail at ACSLEBcompliance@acgov.org.

21. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
22. **CHOICE OF LAW AND VENUE:** This Agreement shall be governed by the laws of the State of California. Exclusive jurisdiction for resolving this matter shall the

Superior Court of California, County of Alameda, or any federal court that would have jurisdiction over Alameda County.

23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
25. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
26. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
27. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

29. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
30. **SURVIVAL:** Unless otherwise noted, the obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Retention of Documents (Paragraph 17), and Conflict of Interest (Paragraph 11), Audits; Access to Records (Paragraph 16), and Patent and Copyright Indemnity (Paragraph 32) shall survive termination or expiration.
31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so.

Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

- a. If Contractor is obligated to defend County pursuant to this Section 32 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 32, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
33. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
34. EXTENSION: This agreement may be extended by mutual agreement of the County and the Contractor.
35. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

ADDITIONAL PROVISIONS

1. ACSO shall work with Contractor to assist, to the extent feasible, in promoting video visitation at its facilities, and by allowing, upon approval of ACSO, Contractor to promote the use of video visitation through, among other things, the distribution of promotional material at ACSO facilities, including IVR recordings, the Web, and press releases, to extent feasible and permitted by ACSO.
2. Title to equipment and hardware supplied under this Agreement (other than wiring and conduits) shall be and at all times remain in the Contractor. Ownership of wiring and conduits shall transfer to the County upon the expiration of this Agreement.
3. All software, documentation, and other intellectual property (collective the "IP") supplied or made available through this Agreement is being provided on a term license only, as long as this Agreement is in effect, and shall not constitute a sale of that IP. Nothing in this Agreement or through Contractor's performance hereunder shall constitute a transfer of right, title, or interest in or to the IP, which are retained by Contractor and its licensors. During the term of this Agreement, Contractor grants County a non-exclusive, non-transferable, license to use the IP solely for accessing the products and services supplied by Contractor in the manner contemplated by this Agreement. County shall not: **(a)** make available or distribute all or part of the IP to any third party by assignment, sublicense or by any other means, unless required to do so by law; **(b)** copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the IP; or **(c)** use the IP operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the IP. The use of software is supplied in object code only, and nothing herein shall be construed as granting any license whatsoever to the underlying source code that is used to generate the software, or creating an implied license in any IP. The Contractor shall have the exclusive right to provide the products and services, described herein, at ACSO facilities pursuant to this Agreement for the duration of this Agreement; provided, to be clear, this clause shall not survive the termination of this Agreement.
4. Contractor shall notify the County of any change in the law that Contractor becomes aware of that may affect the technology, services, or use of products described herein. However, Contractor has no responsibility to advise County with respect to any law, regulation, or guideline that may govern or control video visitation recordation or monitoring by County, or compliance therewith. County has its own legal counsel to advise it concerning any and all such laws, regulations, or guidelines, and compliance therewith, and makes its own determination on when and how to use the video visitation monitoring and recording capabilities supplied through this Agreement. Contractor disclaims any responsibility to provide, and in fact has not provided, County any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Nothing in this Section is intended to in anyway diminish, reduce, limit, or interfere with Contractor's indemnity obligations as stated elsewhere in this Agreement. Furthermore, all video visitation detail records (DRs) and video visitation recordings contained in the inmate telephone system equipment provided by Contractor to County

are the exclusive property of County; provided, however, that Contractor shall have the right to use the DRs and recordings to respond to legal requests, to provide the services under this Agreement, and for other lawful business purposes.

5. Force Majeure. Neither Party will be liable for any nonperformance under this Agreement due to causes beyond its reasonable control that could not have been reasonably anticipated by the non-performing party and that cannot be reasonably avoided or overcome (each such cause being a "Force Majeure Event"); if: a) the non-performing party gives the other party prompt written notice of such cause, and in any event, within fifteen (15) calendar days of its discovery; and b) such nonperformance will be excused only during the period when the Force Majeure Event occurs, continues to exist and cannot be reasonably overcome.

EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide a HVVS with the Requirements, Description of Equipment/System, Description of Services, Implementation Plan and Schedule, and Written Maintenance Agreement set on this Exhibit A, consisting of the following:

- Exhibit A-1 Requirements
- Exhibit A-2 Description of Equipment/System
- Exhibit A-3 Description of Services
- Exhibit A-4 Implementation Plan and Schedule
- Exhibit A-5 Written Maintenance Agreement

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 901291, including any addenda, specifically including Exhibits A, E, and F of the RFP, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among the Contract, including its exhibits, the RFP and the Response, the Contract shall take precedence, with the intent to provide the County with the broader scope of services, such that this Exhibit A including all attachments and the scope of work described herein shall be performed by Contractor to the greatest extent feasible.
 - b. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Key Personnel	Position
Anthony Arrellano	Project Manager
TBD ¹	System Technician
Emily Stein	Sales Director, Western Sales
Colleen Gullage	Executive Account Manager
Cynthia Taylor	Sales Support/Relationship Manager
Michael Patterson	Director of Field Services
Steve DeForrest	Executive Director Implementation
Phillip Clifton	Field Service Manager
Scott Erickson	VVS System Trainer & Subject Matter Expert
Brian Duester	Product Manager-Video Initiatives

¹ Name to be submitted to ACSO within thirty (30) days after execution of this Agreement.

Kevin Pullman	Senior Manager-Technical Support
Rebecca J. Moltz-Landers	Associate Account Executive
David Henion	Vice President-Video Visitation Sales
Ken McNiel	Associate Field Service Director

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of the ACSO, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to the ACSO an individual with greater or equal qualifications as a replacement subject to the ACSO's approval, which approval shall not be unreasonably withheld.

3. The approval of the ACSO to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT A-1 REQUIREMENTS

1. General Requirements
 - a. Contractor shall furnish, install, and maintain video visitation equipment, hardware, software, and network components in accordance with provisions set forth in this Agreement.
 - b. The requirements are not intended to be all-inclusive, but shall be a guideline as the ACSO does not currently have a HVVS system in place. The following features and capabilities shall be included in the proposed HVVS:
 - (1) Contractor shall furnish a minimum ratio of one (1) HVVS for every 25 inmate bed-space in the inmate pod areas, to include the Outpatient Housing Unit at the Santa Rita Jail (SRJ), visiting areas for confidential attorney visits, Sandy Turner Educational Centers, lobbies at both facilities, and both booking areas.
 - (2) One unit in each bank of HVVS, to include both the public and inmate systems, shall be configured to address Americans with Disabilities Act (ADA) for accessibility and compliance.
 - (3) All HVVS systems shall, at minimum, be capable of supporting the English and Spanish languages. Contractor shall update the equipment with other languages as they become available, at the request of the ACSO or the County.
2. Technical Specifications – Contractor shall:
 - a. Ensure the HVVS is provided to all ACSO facilities at no cost to the County or to the ACSO, and must include system installation, training, operation, maintenance, and warranty of the system and its components.
 - b. Ensure, due to the fast-changing technology, products are the most current and up-to-date quality and labor-saving versions available for the applications, unless otherwise specified by the County or the ACSO.
 - c. Provide and install tamper-resistant and durable HVVS units suitable for a correctional environment, including, but not limited to, tamper-proof input microphones and handsets.
 - d. Ensure that HVVS units do not include any removable parts.

- e. Ensure HVVS units are assembled from non-proprietary off-the-shelf computer components.
- f. Ensure the HVVS consists of hardware and software designed to enable the ACSO to initiate, control, record, retrieve, and monitor video visitation sessions with the exception of attorney/privileged visits, doctor/patient visits, appearances at confidential court hearings (such as juvenile dependency hearings), and other types of privileged or confidential visits consistent with ACSO policies.
- g. Provide a secure method for identifying an inmate's identity without using a card-swipe method.
- h. Ensure that lobby HVVS scheduling units are compatible with all 50 state-issued identification cards and drivers licenses to allow for manual and automatic check-in for verification purposes to populate the visitor's information and visiting section when scheduling visits.
 - (1) The card swipe must work with bar codes and magnetic strips.
- i. Ensure the HVVS is capable of integrating with the ACSO's current: internet and/or wireless capabilities; the Inmate Visiting System, and Advanced Technology Information System (ATIMS) as well as any future ACSO and County systems, such as the ACSO's Record Management System, Commissary Services, the Court System, and the ITS, at no cost to the ACSO or to the County.
 - (1) Contractor shall provide detailed information on the specifications required to complete each interface.
- j. Host software and hardware solutions for inmate access to commissary, court dates, inmate trust account balances, and program forms. Additional forms and services may be added at the request of the ACSO or as further provided below.
- k. Ensure that interfacing includes, but is limited to, use and communication of information such as inmate movements and scheduling conflicts. For example, a scheduling conflict arising from a court appearance would be communicated back to the visitor through an email or a voicemail notifying the visitor of the cancellation and the need to reschedule. Scheduled visits shall have the capability to occur between facilities.
- l. Identify its storage capabilities for all HVVS visits, reports, and data online, as well as archived processes. The Contractor must retain 100 days of video visitation sessions online per California Government Code 26202.6, and must have the capability to archive CD/DVD storage for one (1) year of recordings. A

copy of the video backup shall be kept off-site in a secure location or on a secured cloud-based system. In the event the recordings are evidence in any claim filed or any pending litigation, they shall be preserved until pending litigation is resolved. If Contractor receives a subpoena and/or other legal document requesting information/data related to an HVVS visit, Contractor shall use reasonable efforts to notify County of subpoena and/or request.

- m. Provide mobile visiting units to support incapacitated inmates with Wi-Fi capabilities or suitable alternatives with the appropriate security firewall.
 - (1) Contractor shall provide three mobile, roll-about ADA compliant HVVS modules consistent with the equipment and functions for all HVVS systems installed. The mobile unit shall be an indestructible type in accordance with a correctional facility to include, but not be limited to, locking casters and a handset with armored cord. Two mobile, roll-about HVVS units will be used at the Santa Rita Jail, and one mobile, roll-about HVVS unit will be utilized at the Glenn E. Dyer Detention Facility.

- n. Ensure the HVVS system has the following capabilities:
 - (1) Allowing for the general public to access the HVVS through a web-based software application. System shall be accessible through a standard internet browser (e.g., Internet Explorer, Firefox, or Chrome).
 - (2) Requiring the general public to acknowledge and agree to terms and conditions associated with the ACSO's visitation policies.
 - (3) Scheduling visits for a particular inmate, station, date, and time.
 - (4) Sending the general public an email notification confirming the scheduled or canceled visit from a vendor-hosted email address or voicemail.
 - (5) Providing high-quality stereo audio and broadcast-quality video, while meeting the industry's quality standards.
 - (6) Allowing the general public to test hardware/software with the provider prior to the start of the visit.
 - (7) Ability to select and configure privileged versus public visits, including, but not limited to, visit lengths and recording type.
 - (8) Allow entry and storage of specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:
 - (a) Inmate ID number;
 - (b) Inmate name;

- (c) Visitor name;
 - (d) Visitor ID;
 - (e) Date and time of visit;
 - (f) Inmate video visitation station;
 - (g) Daily, weekly, and monthly visit statistics;
 - (h) Housing Unit location;
 - (i) Disciplinary violations preventing visits from occurring;
 - (j) Picture of the visitor;
 - (k) Picture of the visitor's ID, ID type (e.g., driver's license, state ID, passport, etc.), and ID State (to account for out of state drivers licenses);
 - (l) Email address;
 - (m) Type of visitor (personal/professional);
 - (n) Special needs (ADA compatible visitation booth needs); and
 - (o) Restrictions.
- (9) System shall track all inmate housing unit assignments, movements, and inmate releases to validate schedule visitation integrity.
- (a) Inmate bookings, movements, and releases shall be immediately propagated throughout the system, providing up-to-date visitation schedules, with visibility across the facility;
 - (b) System shall automatically attempt to reschedule all visits associated with an inmate if the inmate has changed housing locations or has a scheduling conflict.
 - i. When an inmate's housing unit or status changes, the HVVS shall automatically reschedules affected visits. If visits cannot be rescheduled, they shall be cancelled and visitors shall be notified via email and automated phone messages in the visitor's preferred language choice (English or Spanish), or other language as they become available.
 - (c) System shall automatically cancel all visits associated with an inmate if the inmate is released; and

- (d) System shall notify scheduled visitor(s) via email and/or phone message if inmate is released.
 - i. Visitors shall be notified via email and/or phone message if an inmate is released. The message shall be in the visitor's preferred language choice (English or Spanish), or other language as they become available, at the request of the ACSO or the County.
- (10) Capturing, storing, and querying information regarding the visitor/general public to include, at a minimum, with the exception of attorney/privileged visits, doctor/patient visits, appearances at confidential court hearings such as juvenile dependency hearings, and other types of privileged or confidential visits consistent with ACSO policies:
 - (a) Identification number;
 - (b) First, middle, and last name;
 - (c) Date of birth;
 - (d) Gender;
 - (e) State identification number or a Passport number;
 - (f) Inmate visited;
 - (g) Relationship to inmate;
 - (h) Date of last visit;
 - (i) Home address (physical address);
 - (j) Email address; and
 - (k) Telephone number.
- (11) Allow the ACSO to pause, resume, stop, interrupt, and record a current session in real time, as well as allow ACSO staff to send a message or speak directly to an inmate and visitor in English or Spanish; or other languages as they become available, or, at the request of the ACSO or the County.
- (12) Allow the ACSO to manually terminate, pause, stop, or restart a visiting session quickly and selectively by selecting the desired video visitation stations or by Control Points throughout the SRJ and the GEDDF without affecting other video visitation stations.
- (13) Limiting the length of a visit, providing service at certain times of the day/week/month and allowing a maximum number of visits, per inmate, per week or month. Inmates are currently allowed two, thirty-minute

visits, per week. The ACSO reserves the right to modify this frequency at any time to address a security concern or a change in law. On-site visitation stations shall be available for use as determined by the ACSO.

- (14) The HVVS system shall provide for complete scheduling and control of a station video visiting system. The HVVS system shall allow the ACSO to setup visitation schedules by stations, day, week and/or housing unit and define the time blocks that visits can occur daily – even taking into consideration facility schedules (e.g., meal delivery, physical head count, etc.). The HVVS system shall also allow for visiting quotas to be entered into the system globally, by housing unit, and/or at inmate level.
- (15) The HVVS system shall allow configuration of maximum visit durations of any amount of time (e.g., 15, 20, or 30 minutes). Authorized ACSO staff shall be able to adjust the time allotted for a particular visits or types of visits. The time allotted for visits shall be extended in five (5) minute increments at the discretion of the ACSO.
- (16) Limiting the inmate and visitor to a single session. The HVVS shall always require the inmate and visitor to disconnect the session in progress before another session is initiated.
- (17) Providing a visual and sound warning message to inform the visitor that the visit will be ending in five minutes. A clock shall be visible for participants and signal the end of the time allotted.
- (18) Providing functionality to display scheduled visits to staff so they know where or when an inmate needs to be available for a pending visit, one day prior.
- (19) Allow ACSO authorized staff to view upcoming scheduled visits. The user interface shall show the time and station that the visit is scheduled to take place.
- (20) The HVVS scheduling software shall be completely web-based and accessible by ACSO staff using a HVVS system workstation or any authorized PC using a standard web browser. Schedules shall be printable and used by staff for the management of inmates and daily operations.
- (21) Including an alert system that will detect visits made by a particular inmate or visitor.

The system shall have the ability for automated alerts to be set up and email notices sent out. For example, an investigator might choose to set up an alert for a particular inmate and can choose to have email notifications sent based on certain triggers such as “new visit scheduled,”

“visitor checked in for visit (visit about to start),” or “when a new recording is available.”

- o. Ensure all hardware and equipment will be state-of-the-art, resistant to physical abuse, waterproof, and considered user friendly. Equipment shall meet nationally recognized jail standards, federal, state and local laws, statutes and ordinances governing HVVS.
- p. Ensure HVVS units and system will include at minimum, but not be limited to, the following:
 - (1) Correction grade wall mountable enclosure with minimum 14 gauge steel.
 - (2) Enclosure shall be wall-mounted using no more surface area than a standard inmate “mini-phone” measuring a height of 11.5” and width of 5”.
 - (3) Enclosure shall allow the facility to transition to larger tablets in the future without the need to remove the enclosure from the wall.
 - (4) Enclosure shall be comprised of two housings – allowing the facility to mount enclosure tablets in landscape or portrait mode.
 - (5) Enclosure components shall be powered using 15.4W power-over Ethernet standards using a minimum of category 5 cabling.
 - (6) Enclosure shall not have any openings exposed to inmate.
 - (7) Detention grade audio handset with cable lanyard measuring no more than 24”
 - (8) Touchscreen tablet shall have an additional layered high-impact glass screen protector
 - (9) Optional pedestal mounts available in single, dual, tri and quad configurations
 - (10) Option for mobile video visitation stations
 - (11) Enclosure shall house at minimum a 10” touchscreen tablet
 - (12) Tablet shall have an Android-based operating system
 - (13) Touchscreen tablet shall have the necessary security software to prevent access to unauthorized applications and settings
 - (14) Touchscreen tablet shall allow for a minimum of 30fps QCIF resolution
 - (15) Tablet will contain multiple non-proprietary CODECS. CODECS to include a minimum of the following:
 - (i.) Must have built in Video Conferencing CODEC which utilizes H.323 and/or SIP protocols for open communication directly to devices from Cisco, Polycom, Lifesize etc. Bandwidth - Supported from 24 kbps up to 8 Mbps
 - (ii.) Video standards
 - a. H.264
 - b. H.263+
 - c. H.263
 - (iii.) Video system must allow users to view other party in full screen mode without sacrificing video quality.

(iv.) Video Resolution & Frame rates- The available resolution at any time depends on the video source, the available bandwidth, and the processing power of the computer.

(v.) Audio standards

- a. MPEG4 AAC-LD; 48 kHz, 64 kbps
- b. G.722.1; 24 kbps
- c. G.722.1; 32 kbps
- d. G.711 a-law
- e. G.711 mu-law

(vi.) Must utilize Adobe Flash - for “at home” internet visitations

q. Server Hardware shall:

- (1) Have server/storage with dual NIC cards capable of supporting 10/100/1000 Mbps;
- (2) Have server/storage hardware capable of being rack mounted;
- (3) Have a hardware solution that supports the capability of an authorized user to listen to live sessions through web-based internet connections to any visiting session in progress with the exception of attorney/privileged visits, doctor/patient visits, appearances at confidential court hearings such as juvenile dependency hearings, and other types of privileged or confidential visits consistent with ACSO’s policies; and
- (4) Have built-in LED lighting and sound that automatically activates during video visitation sessions and automatically ends when the video visitation session completes.

r. Server Software shall:

- (1) Allow authorized users to search for and select any specific visitation session. Software must be searchable by any indexed field, inmate name, inmate number, visitor, session ID, duration, time, and or date, with the exception of attorney/privileged visits, doctor/patient visits, appearances at confidential court hearings such as juvenile dependency hearings, and other types of privileged or confidential visits consistent with ACSO policies.
- (2) Allow authorized users to stream video visitation sessions of their choice to their desktop for viewing, to burn DVDs, and/or create a standards-based AVI or MP4 file of the recorded visitation session, with the exception of attorney/privileged visits, doctor/patient visits, appearances at confidential court hearings such as juvenile dependency hearings, and

other types of privileged or confidential visits consistent with ACSO policies.

- (3) Maintain an audit trail to track the identity of personnel that has viewed and/or burned/exported a copy of a visit. Audit-trails data shall minimally include a user ID, date/time stamp, video session ID, and booking number. Attorney/privileged visits, doctor/patient visits, appearances at confidential court hearings such as juvenile dependency hearings, and other types of privileged or confidential visits consistent with ACSO policies are not to be recorded, and thus not viewable or able to be copied.
- (4) Have a multi-lingual interface, including, but not limited to, English, and Spanish.
- (5) Allow HVVS visitor terminals to access the HVVS via LAN or via Broadband Internet connection, DSL cable, etc., using a computer or laptop that is web-camera and handset enabled.
- (6) Provide HVVSs with high-quality video using low bandwidth.
- (7) Provide HVVSs with video transmission speeds of 64Kbps-2Mbps.
- (8) Provide HVVSs with a wide range of video resolutions and bit-rates: CIF (352 x 288 pixels), SIF (352 x 240 pixels), QCIF (176 x 144 pixels).
- (9) Be designed for, at minimum:
 - (a) Up to 30 frames per second of high-quality video at 384 + Kbps
 - (b) Up to 15 frames per second of high-quality video at 64 – 320Kbps
- (10) Provide HVVSs with constant or variable bit-rate and frame-rate.
 - (a) The HVVS Solution shall be designed to automatically adjust when necessary based on available bandwidth.
- (11) Provide HVVSs with hardware encryption for all visits.

s. Network Software shall:

- (1) Support H.323 and SIP communication standards.
- (2) Support H.263 and H.264 communication standards as it relates to video.
- (3) Be PC-based and TCP/IP-based capable of interfacing with existing software that are based upon H.323 protocol.

t. Recording Software shall:

- (1) Have the capability of recording audio and video simultaneously, automatically. Recordings shall start immediately when the visit has begun, with the exception of attorney/privileged visits doctor/patient visits, appearances at confidential court hearings such as juvenile dependency hearings, and other types of privileged or confidential visits consistent with ACSO policies.
- (2) Have recording hardware and software that allows for a specific visitation session to be searched and retrieved by inmate or visitor, with the exception of attorney/privileged visits, doctor/patient visits, appearances at confidential court hearings such as juvenile dependency hearings, and other types of privileged or confidential visits consistent with ACSO policies.
- (3) Have a recording system capable of recording any inmate/visitor connection combination, with the exception of attorney/privileged visits, doctor/patient visits, appearances at confidential court hearings such as juvenile dependency hearings, and other types of privileged or confidential visits consistent with ACSO policies.
- (4) Have a recording system that is capable of concurrently recording the maximum number of video visitation sessions simultaneously.

u. Hardware to Secure the Equipment shall:

- (1) Have enclosures that are detention-grade metal with the ability to access the camera and other equipment. They must be 14-gauge or thicker steel with no sharp corners. Doors and panels must be locked and secured. There must be no exposed cables or other hardware that can be used as a weapon, such as exposed hinges.

Contractor's enclosures shall be detention-grade metal with the ability to access the camera and other equipment. They shall be, at minimum, 14-gauge or thicker steel, with no sharp corners, in order to provide the safest equipment. Doors and panels shall be locked and secured and no cables or other hardware shall be exposed that can be used as weapons.

- (2) Have openings sealed with material for a secure unit. The materials shall be scratch-resistant Lexan or equivalent. The material shall be 1/8" thickness or greater and break resistant.

GTL will provide visitation terminals with scratch resistant and break resistant 3/8" Lexan screens with GTL's HVVS kiosks, which fully maintains the detention-grade security of the unit.

- (3) Have access areas equipped with gaskets with closed-cell foam to prevent liquid spills from entering the enclosures.

Stations are designed with a build-in steel channel that prevents liquid or other items from entering the station. Any liquid that would enter would be diverted through this channel. This design is superior to closed-cell form gaskets that break down and compress over time.

- (4) Have a front face designed around the viewable area of the LCD monitor to eliminate the viewing of equipment contained in the enclosure.
- (5) Be desk-mounted, wall-mounted, or mounted on a mobile cart with a minimum of four (4) lag bolt locations.
- (6) Allow for replacement in the field without the need to remove the unit and return it to the manufacture/vendor for repair.
- (7) Not have openings in the enclosure that would allow access to wiring and ventilation holes by an inmate or visitor.
- (8) Have enclosures that fit a minimum 10" monitor visitation configuration.
- (9) Contractor shall provide video visiting stations with proper heat syncs and cooling to operate and function properly to 120 degree environments, without the need for heat vents in the back of the terminal.
- (10) If needed, have a minimum of two (2) internal magnetic levitation ventilation fans and internal tachometer output to monitor operations.
- (11) **Not** have a physical on- and off-switch; instead HVVSs must be powered by a magnet.

Contractor shall provide video visiting stations that do not require any physical form of on/off switch and have complete and automatic software control of putting stations into sleep or hibernate modes and automatically bringing them back online for visits.

u. HVVS shall be capable of monitoring and recording as follows:

- (12) Permitting full monitoring and recording of all video visitation sessions from any video visitation station within the facilities unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney/client visits, doctor/patient visits, appearances at confidential court hearings such as juvenile dependency hearings, and other types of privileged or confidential visits consistent with ACSO policies. The HVVS shall have the capability to automatically exclude those sessions.

- (13) Allowing for authorized personnel or staff to interrupt the video visitation visit and communicate directly with the inmate. The authorized personnel or staff's audio, message, or image shall be displayed on the inmate and visitor monitors and shall be included in the recording of the video visitation visit.
- (14) Comprehensively record all audio and video visitation sessions with the exception of attorney/privileged visits, doctor/patient visits, appearances at confidential court hearings such as juvenile dependency hearings, and other types of privileged or confidential visits consistent with ACSO policies. At a minimum, it shall have the capability to play back a recorded session.
 - (a) The system shall have functionality to automatically encrypt all professional visits at the discretion of the ACSO.
- (15) Including a file storage server to archive recorded sessions, network switching hardware, multi-port IP addressable digital recording equipment to record and facilitate monitoring of all audio/video sessions, with the exception of attorney/privileged visits, doctor/patient visits, appearances at confidential court hearings such as juvenile dependency hearings, and other types of privileged or confidential visits consistent with ACSO policies.
- (16) Showing real-time activity on a control workstation. The software included on the control workstation shall perform the routing functions of the control data to the video visitation station in the inmate and general public areas. The control workstation shall have the capability to allow administrative functions in connection with the HVVS, including, but not limited to, the following:
 - (a) Set user ID
 - (b) Set password (at the ACSO's discretion, users may change their password).
 - (c) Set classification roles and associated tasks.
 - (d) Role-based security set up for users.
 - i. System shall allow users to have unique security rights either inclusive or exclusive (e.g., add, edit, manage, view, or delete functions).

- ii. System shall allow users to be given access to functionality based on group membership; wherein all users of a particular type have the same security rights.
 - (e) Capture the user's first, first initial, last name and employee badge number.

The user's first and last name can be captured.
 - (f) Allow for remotely managing, adjusting, and diagnosing hardware settings and connections using audio, video, and secured LAN settings.
 - (g) Allow for live monitoring of all visits simultaneously, with the exception of attorney/privileged visits doctor/patient visits, appearances at confidential court hearings such as juvenile dependency hearings, and other types of privileged or confidential visits consistent with ACSO policies.
 - (h) Manually terminate sessions.
 - (i) Report status of all video visitation stations (whether idle or offline); and automatically attempt to reconnect if connectivity was lost.
 - (j) Have the ability to configure to the type of video visitation station to which an inmate has access.
- (17) Have the capability to copy the recorded sessions to a DVD or other storage media, with the exception of attorney/privileged visits, doctor/patient visits, appearances at confidential court hearings such as juvenile dependency hearings, and other types of privileged or confidential visits consistent with ACSO policies.
- (18) Providing remote access by the ACSO at no additional cost to the County or to the ACSO. The provision of remote access shall allow the ACSO the same features and functionalities permitted by the user's level of access available on the control workstation.
- (19) Providing integrated help functions for system orientation, administration, reporting, and management functions.

3. Contractor shall adhere to the following installation requirements:

- a. Provide all labor, equipment, supplies, and materials necessary for the completion of the installation at no cost to the ACSO or the County.

- b. Submit all plans to the County's General Services Agency (GSA) for approval, prior to installation of the system, and adhere to items listed on Exhibit F – County Project Management Requirements.
- c. Be responsible for all project management costs associated with the installation of the HVVS.
- d. Ensure installation is completed during hours designated by the ACSO and shall not impact the daily operations of the ACSO, the current Information Technical Systems (ITS), and have minimal interruptions to visitations.
- e. Ensure that all Contractor employees entering the facilities must pass the security and background check performed by the ACSO; this provision shall also pertain to any SLEB participation in this contract.
- f. Install all new cables based on Alameda County's infrastructure cabling specifications.
- g. Install all new wiring, cabling, conduit pathways (to the extent needed), and network circuits at no cost to the ACSO or to the County to support the provision of the outlined services.
- h. Provide an industrial scan for all penetrations through walls and roofs.
 - (1) Contractor shall be responsible for damage caused by the penetration of the walls and roofs.
- i. Indicate any environmental conditions required for the HVVS equipment.
- j. Indicate the physical size and location of any and all equipment to be installed at the facilities.
- k. Obtain all permits and inspections required by government authorities and agencies having jurisdiction over the area including, but not limited to, the City of Dublin, Alameda County Public Works, City of Oakland, and the Alameda County Fire Marshal at Contractor's expense.
- l. Perform all equipment and system adjustments, tests, and measurements, as necessary, to ensure system functionality.
 - (1) Testing shall be the sole responsibility and cost of Contractor.
 - (2) Contractor shall be required to conduct all final tests and demonstrations in the presence of the ACSO.
 - (3) Contractor is required to provide system testing which simulates normal operating conditions of the installed HVVS to ensure proper performance

after hardware and software configuration is complete. This simulation must include full traffic load representing high- traffic situations for visitation traffic.

- (4) Upon contract execution, Contractor shall provide the ACSO a complete and comprehensive functional test plan, including a list of specific items to be performed by Contractor's implementation team and verified by ACSO staff.
 - (5) Contractor shall review testing checklists with the ACSO during the project kickoff meeting that follows contract award to refine specific requirements and ensure the system is fully tested and certified before being placed into service at Alameda County facilities. Upon completion of acceptance testing, testing documentation shall be submitted to the ACSO for final acceptance and sign-off.
 - (6) On the morning of an installation of kiosks, the Contractor's implementation team shall perform a series of tests to ensure the seamless install.
 - (7) After all tests are passed by the system, Contractor shall inform the required ACSO staff that the system is ready for transition and coordinate timing of the cut-over.
- m. Logically and permanently mark all components of the system as to be easily identifiable by the ACSO and the County. Components may consist of, but are not be limited to, the following: switches, connectors, jacks, receptacles, outlets, cables, and cable terminations.
- n. Install all equipment in the locations and at mounting heights as directed by the ACSO and the County in a secured manner.
- (1) Work with ACSO and the County to identify the number and location of ADA compliant stations.
- o. Provide mounting bolts in all equipment fastening holes where equipment is installed in cabinets.
- p. Complete a full, safe, and effective installation of the HVVS units and systems described herein. The omission of express reference to any parts necessary for, or reasonably incidental to, a complete installation shall not be construed as a release from furnishing such parts. No exclusion from, or limitations in, the language used in the drawings or specifications shall be interpreted as meaning that the accessories necessary to complete any required system or item of equipment are to be omitted.

- (1) Contractor shall provide a UPS that is designed to meet the runtime requirements for each individual facility. Contractor shall match the UPS to the hardware and network design for each facility to ensure that the unit is of the proper size to support the on-site hardware for the time required as determined by the ACSO.
 - q. Maintain all cabling related to the HVVS, whether reused or newly installed.
 - r. Provide a certified Factory Project Management representative (Project Manager) that will be responsible for the coordination of the installation with designated County and ACSO personnel; and shall oversee the installation/configuration of the visiting system until the County and the ACSO have determined the installation was successful.
 - (1) The Project Manager must be a full-time employee of Contractor, and shall provide a telephone response within thirty (30) minutes and a physical response within one (1) hour to the facilities for the duration of the warranty period.
 - (2) The Project Manager shall maintain consistent supervision of the installation team and provide support during the entire installation.
 - s. Only install the HVVS using personnel authorized and certified to do so by the manufacturer of the equipment being provided.
 - (1) Installers shall have a minimum of two years' experience installing audio/visual systems and/or telecommunication systems.
 - (2) Contractor shall use local personnel with the ability to provide a thirty-minute telephone response and a one-hour physical response time to the facilities for installation and warranty service on the HVVS.
 - t. Ensure the system is installed and operational within one year after contract execution.
 - u. Ensure the final system shall be inspected by a designated representative of Contractor's staff and required adjustments documented to include a plan for correcting.
4. Operations and Maintenance – Contractor shall be required to provide all necessary maintenance services including, but not limited to, the following:
- a. Ensuring that the HVVSs scheduling, user management, and policy management is web-based and allows for the ACSO to administer visitation sessions and visitation operations based on County mandates and ACSO policies.

- b. All scheduling of video visitation sessions must be able to be performed on the Contractor's website.
- c. Providing detailed information and specifications for each of the hardware components, software applications, and additional products included in the HVVS.
- d. Ensuring that the HVVS units do not compromise the ACSO's or the County's local area network or security.
 - (1) HVVS units shall be placed on a separate network with Cisco ASA Firewalls which utilize ACL rules to manage network traffic and block unauthorized access to ensure inmates using the units will have access only to video visitation and not to the internet or the ACSO or County intranets or local area networks.
 - (2) A Wireless Intrusion Prevention System shall be deployed at all Contractor office locations throughout the United States of America to alert and prevent against the installation of rogue wireless access points.
 - (3) This system shall also ensure that only authorized employees have access to Contractor's wireless networks. Contractor's Information Security Policy shall ensure that no wireless networks are permitted to be attached to the LAN. Wireless networks shall strictly be used to provide guest Internet access.
- e. Contractor shall be responsible for all internal and external connections associated costs. There will be no cost to ACSO for connectivity.
- f. Allowing the ACSO to perform an independent testing, when necessary, of all system specifications on site. The system must demonstrate that all system specifications have been met.
- g. Providing the replacement of any network service or system component whose failure to meet required performance levels during testing has risen to chronic problem level at the sole discretion of the ACSO and the County.
- h. Provide all repairs, technical support, disaster avoidance and recovery solutions, upgrades and patches, and any additional items relevant to maintaining the HVVS.
 - (1) Support and Maintenance shall be available 24 hours a day, seven days a week, reflecting the operating hours of a correctional facility.
 - (2) A state-of-the-art CRM tracking system shall be utilized to log all incoming support calls, track the progress, and insure prompt response

and resolution of the situation. Every issue shall be assigned a priority and severity designation reflecting the needs of each situation.

- (3) When a call requires expertise outside the scope of the person answering the call, Contractor shall ensure the issue is researched using the appropriate department or specific personnel to provide the most accurate response possible.
- (4) Contractor shall be able to remotely access the HVVS units to allow technicians to identify a situation quickly and offer instruction for resolution. Should a problem not be able to be resolved remotely, the dedicated Site Technician will be dispatched.
- (5) Work Order Timeframes
 - (a) Business Office – New product sales, license upgrades, pricing of services, general information and invoices shall be addressed during standard business hours by telephone. Emails and faxes may be submitted 24 hours a day.
 - (b) Correctional Facility Services – Product Support, Software Upgrades, Reporting loss of service, Technical Support and Product Use questions shall be handled 24-hours a day by telephone using a Toll-Free number. Emails and faxes may be submitted 24-hours a day.
 - (c) Inmate and inmate Family Services – Billing arrangements and questions from family and associates regarding transaction and balance information shall be handled by telephone during extended business hours. Spanish language operators shall be available.
- (6) Contractor shall respond within two (2) hours by remote diagnosis or by dispatching the appropriate service technician for issues related to the HVVS. Within six (6) hours of diagnosis, any hardware in need of repair shall be repaired or replaced by the Contractor.
- (7) Software Upgrades
 - (a) Contractor shall install upgrades to the HVVS as upgrades are made available. At the ACSO's or the County's discretion and approval, the updates shall be installed immediately as they are released, or installed on a periodic schedule.
 - (b) These upgrades shall be kept current with other detention agency systems in the United States.

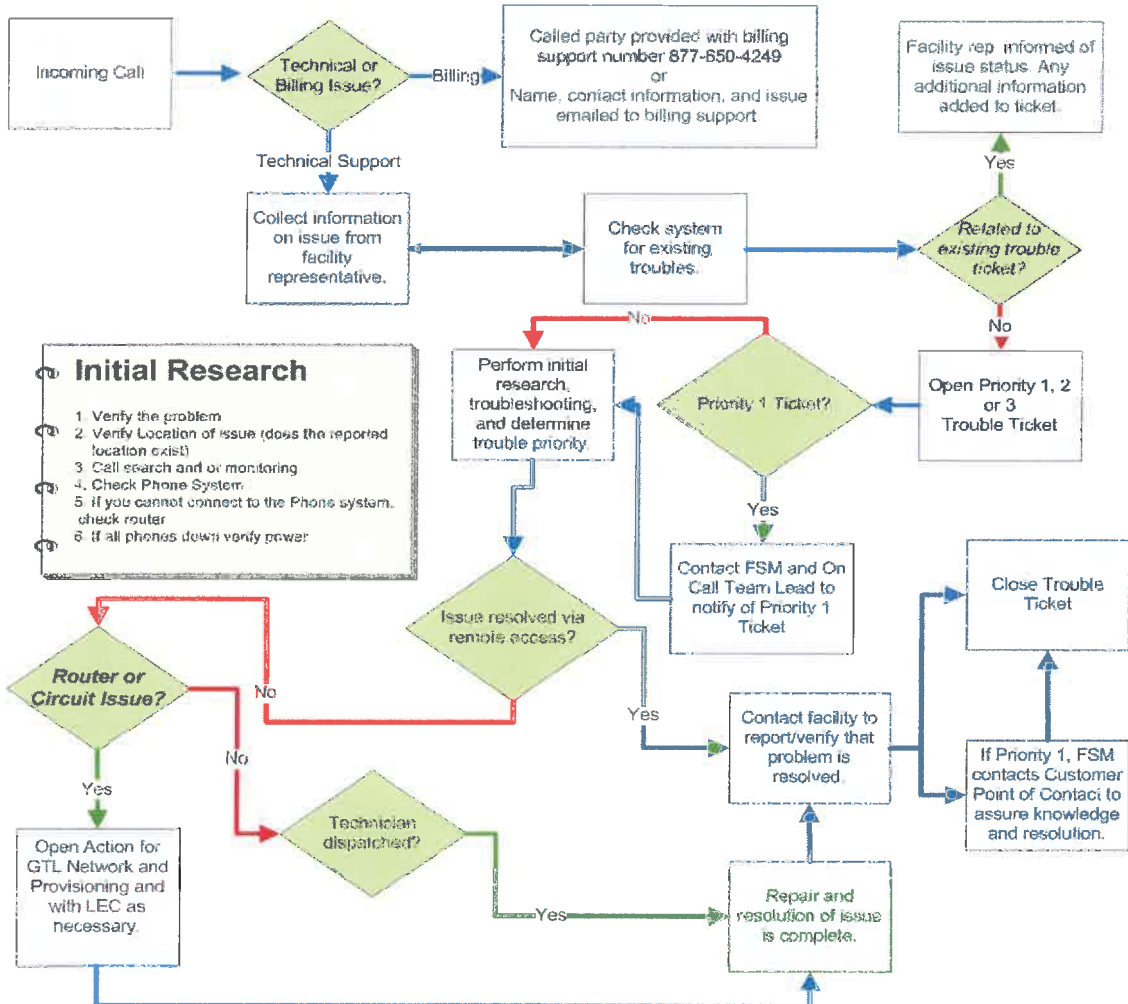
- (c) Should the release of an updated version of the HVVS require an upgrade in hardware to ensure proper functionality, the ACSO will be notified and the hardware upgrade will be provided at no cost to the ACSO, prior to the upload of the new release to the Contractor's server.
- i. Provide the necessary labor, parts, materials, and transportation to maintain all proposed on-site video visitation stations in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the awarded contract.
 - (1) The written specifications shall take precedence over the project drawings in all instances.
 - (2) No charge shall be made to the ACSO or to the County for maintenance and repairs of the HVVS.
- j. Contractor must warrant that the HVVS installed at ACSO facilities shall be free of defects, irregularities, unprofessional installation, code violations, and shall operate as designed and proposed.
 - (1) Should the HVVS not operate as designed and proposed—or violate any local, state, or federal code—the Contractor must immediately correct the defect or irregularity or bring the HVVS within code and performance specifications at no cost to the County or the ACSO.
- k. Install additional video visitation stations and related equipment as well as monitoring and recording equipment, as needed, within 30 days of request, at no cost to the ACSO or to the County. This includes expansion of the existing facilities and any newly constructed facility.
- l. Contractor shall ensure that all preventative maintenance and emergency maintenance required are performed to meet all contractual requirements.
 - (1) An emergency shall include, but not be limited to, any situation that directly impacts the usability of multiple inmate telephones or facility personnel's access to the HVVS control program.
 - (2) All emergency work orders shall be subject to escalation. Levels of emergency and their expected resolution shall be in accordance to the terms in this Agreement.
- m. Contractor will provide one full-time, dedicated Service Technician (ST) for HVVS maintenance and support. This full-time, dedicated, ST shall be in addition to any Service Technician currently provided by the Contractor for any

other contracted services with the ACSO and shall be subject to security checks by ACSO.

- (1) All Service Technicians provided by the Contractor shall be cross-trained on all equipment for any contracted services provided to the ACSO.
- n. Contractor shall provide a Help Desk/Technical Support/Services Center for issues to be reported. Once an issue is reported, the technician or Contractor representative will open a trouble ticket and provide the number to the ACSO personnel calling, vet the reported issue, correct remotely if possible, and dispatch the ST as applicable.
- (1) The Help Desk/Technical Support/Services Center shall operate twenty-four (24) hours a day, three hundred sixty-five (365) days a year.
 - (2) The Help Desk/Technical Support/Services Center shall have a toll-free number and shall always be answered by live technicians and/or Contractor representatives.
- o. When notified of service interruptions and repair-related issues, Contractor shall enter all pertinent information into an electronic trouble ticket system. This Trouble Ticket Tracking System shall be used to track the repair process and ensure a timely response to all customer concerns. Contractor's response to the ACSO shall be immediate, and the dispatch of field technicians, if required, shall be in accordance with requirements set forth in this Agreement.
- (1) Any ticket opened due to a report or request from the site shall be classified as a reactive ticket.
 - (a) All activity shall be documented in detail in the ticket as soon as possible, including any work performed remotely or on-site and details discussed with the customer.
 - (b) The Contractor shall be responsible for tracking the ticket through closure.
 - (c) All reactive tickets require customer acceptance before closure.
 - (2) Unscheduled maintenance and repairs shall include, but not be limited to, the following:
 - (a) The Contractor receives any further details or instructions involving inmate phone system issues.
 - (b) The Contractor performs system diagnostics, performs repairs as necessary, and completes the In-House Trouble Ticket form.

(c) The Contractor tracks completion of the trouble, and details the resolution of the trouble.

Trouble Ticket Creation and Flow



- p. Whether resolved immediately or through further steps, every system-related call shall be recorded and tracked in the Trouble Ticket Tracking System.
- q. ACSO shall also be able to report issues directly to the Service Technician who will open any applicable trouble ticket and work to resolve the issue.
- r. Contractor shall provide a Field Service Manager (FSM) to the ACSO. The FSM shall be aware of all issues, provide operational management oversight of the issues, and assure progress to resolution. The FSM shall be the ACSO's first level of escalation on the resolution of any issue.
- s. Contractor shall provide additional, fully-trained Service Technicians should the existing, dedicated Service Technician's require additional assistance.
- t. Initiate repairs or replacement by a qualified technician within four (4) hours following notification of a service request or failure of the HVVS. A telephone response time shall be required within one (1) hour from when a problem is reported.
 - (1) The Contractor must exhibit to the ACSO a best-effort approach to completion of the repairs or replacement during the first 24-hours following notification of a problem.
 - (2) The ACSO shall be notified of progress and or delays in progress until there is resolution of the problem.
 - (3) Contractor shall notify the ACSO any time a technician will be dispatched to one (1) of the facilities.
 - (4) These services are required at both facilities 365 days per year, 24 hours per day, and seven (7) days per week.
- u. At minimum, for each priority (P) level, the Contractor shall provide the ACSO with progress updates for any and all issues with the following frequencies:

Severity	Work Order Update
P-1	Every 2 hours
P-2	Every 4 hours
P-3	Every 6 hours
P-4	Every 8 hours
N/A	As Needed

Service Priority Levels and Response Times

(all time noted in business day units, so business hours and business days, whether or not specifically stated)

<p>Priority 1</p>	<p>50% or more of the service at a single site or housing unit is out of service, any call processor or node failure, any failure in call restriction functions or any other condition that renders the system incapable of performing all its normal functions.</p> <p>Response time is less than thirty (30) minutes. Resolution time is less than three (3) hours without site visit. Resolution time is less than five (5) hours with a site visit.</p>
<p>Priority 2</p>	<p>25%-50% of the service at a single site or housing unit is out of service or any device that has an impact on the sites ability to conduct normal business</p> <p>Response time is less than one (1) hour. Resolution time is less than four (4) hours without site visit. Resolution time is less than eight (8) hours with a site visit.</p>
<p>Priority 3</p>	<p>0%- 25% of the service at a single site or housing unit is out of service, local exchange or area code issues or PIN administrative issues that have a limited impact on ability to conduct normal business</p> <p>Response time is less than one (1) hour. Resolution time is less than eight (8) hours without a site visit. Resolution time is less than twelve (12) hours with a site visit.</p>
<p>Priority 4</p>	<p>Items that are on a software fix list or related to administrative issues that are informational or non-service affecting conditions or not business critical.</p> <p>Response time is less than four (4) business hours. Resolution time is less than twelve (12) business hours w/o site visit. Resolution time is less than twenty-four (24) business hours with site visit.</p>

Response time is defined as the duration between Contractor's first awareness of the problem and the first step taken to resolve the problem.

- v. For a major emergency, respond to the service problem within 30 minutes of initial trouble report by the ACSO facility through the use of remote testing or access. Should the HVVS not be accessible for remote access, the Contractor shall have a qualified technician, suitably equipped for the installed HVVS, on-site at the ACSO facility within two (2) hours from the time of initial trouble report. A major emergency is defined as:
 - (1) A failure of the HVVS processor, its common equipment or power supplies which render the system incapable of performing its normal functions;
 - (2) A failure of the recording function or any of its components that affects the full recording operation;

- (3) A failure of 50% or more of the visitation HVVSSs at any one area within an ACSO facility;
 - (4) A failure of any of the HVVSS functions that result in the ability of inmates to place visitation sessions without the use of assigned PINs; and
 - (5) A failure of the system “kill switches” or similar disabling function proposed by the Contractor.
 - (6) Response to major emergencies shall be available 24 hours a day, seven (7) days a week, 365 days a year throughout the term of the contract.
- w. Be responsible for the replacement of the HVVSS in its entirety or its individual components, as necessary to maintain operability, regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. System or component replacement will be performed at no cost to the County or the ACSO and will occur immediately upon notification to the Contractor of the system problem by the ACSO.
- x. Be responsible for replacing visitation HVVSS units in their entirety, regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. Contractor must replace visitation HVVSS units requiring repair, and not repair components of the visitation HVVSSs on-site at the ACSO’s facilities.
- y. **If, at such time, the ACSO discontinues on-site visitation, the vendor will be required to provide two (2), no-cost, 30-minute visits per week, according to the jails’ current visiting schedule.**
5. Training and Support Services – Contractor shall:
- a. All training shall be provided at no cost to the County or to the ACSO, for the life of the contract.
 - b. Training shall be conducted either onsite or via webinar, as determined and approved by the ACSO.
 - c. Provide full HVVSS training to the ACSO staff by no later than ninety (90) days before the go-live date, or as may otherwise be agreed upon by the Parties. Trainer(s) shall provide on-site instruction and training sessions to the ACSO’s and County’s designated representatives covering the operation, administration, and management of the entire HVVSS and associated equipment during the installation process, or sooner, if the County or the ACSO request as such.
- (1) Documentation provided during training shall include, but not be limited to, the following:

- (a) Administration Manual
 - (b) User Manual
 - (c) End User Quick Guides
 - (d) Administration Training Power point
 - (e) End User Training PowerPoint
- d. Follow up instruction and training shall be provided to the County and to the ACSO upon request for the duration of the contract.
- e. Provide a “live” Help Desk support function which must be located within the continental United States. The Help Desk shall be provided to the County and to the ACSO at no cost to the County or the ACSO during the term of the contract. The Help Desk function must be capable of providing support via telephone to the ACSO 24 hours a day, seven (7) days a week, 365 days per year.
- f. Provide a customer service center for end-users. The customer service center shall be staffed by customer service representatives, available 24 hours a day, seven (7) days a week, 365 days per year. The customer service center shall be located in the continental United States.
- (1) Contractor’s customer service center shall allow visitors to email, call, and live chat with its support team for assistance with visitor registration, scheduling, and account management.
 - (2) The web portal for Alameda County visitors shall be customized to reflect ACSO’s name and unique information.
 - (3) In addition to providing easy registration, scheduling, and deposit options (when applicable), the Contractor’s website shall offer intuitive and simple access to Customer Service through Contact and FAQ links. The Contact page shall provide the Contractor’s toll-free Customer Service number and a direct email form.

6. Deliverables/Reports

- a. Contractor shall, upon successful implementation, provide as-built drawings of the HVVS in paper and in electronic format (CAD 2009), and present a systems’ manual to the ACSO and to the County.
- b. Contractor shall provide bound copies of operator and service manuals at each installation location. Operator manuals shall be written in laymen terms and printed so as to become a permanent reference for the operators, describing all control panel icon operations, graphic symbols definitions, and indicating

functions and complete explanation of all software. Electronic, searchable versions shall be provided in addition.

- c. Contractor shall provide, upon successful implementation, a summary of the current system's ability to be enhanced or expanded to implement future phases of the project as requested by the ACSO or the County.
 - d. Contractor shall provide written notification to the ACSO and to the County of announced discontinuation or upgrade replacements of any specified materials as soon as it is made known to Contractor.
 - e. Contractor shall provide written maintenance services in accordance with the terms of Exhibit A-5, as may be amended by the parties from time-to-time.
7. Contractor shall provide monthly video visitation detail reports which shall include a detailed breakdown of the activity for all video visitation visits, including, but not limited to; video visitation visits by station and location, total duration of video visitation visits by station and location, and total revenue and commission generated for video visitation visits by station and location for each facility. Reports should also include station downtime outlined by station.
8. Video Visitation Detail Reporting – The HVVS shall be able to generate reports on demand, including but not limited to, the following reports and/or functionality:
- a. Visitation reports shall be able to be grouped by date, day of week, week, or month, or by type of visitation, by visitor, by inmate, by housing unit and by visitation center.
 - b. The HVVS shall provide a wide variety of reports based on visitation data captured by the system. Users shall be able to run reports on all visits, selected visitors and/or selected inmates for a specified date or date range.
 - c. Reports shall include, but not be limited to, the following: visitation statistics, a daily report, current visitation schedule, email reports and warrant reports.
 - d. Reports shall be exportable to MS Excel, PDF, or HTML, and the HVVS shall allow the use of third party report writing tools to generate additional custom reports from the HVVS database.
9. Contractor's HVVS shall provide the capability to export the reports in a format mutually agreed upon by the ACSO and Contractor. The reports shall be available to the ACSO from all control workstations and remote access computers depending on the user's access level.
10. At the time commission payments commence, and which will be agreed on in this Agreement, Contractor shall provide commission payments and detail reports to the

ACSO on or before the 15th day of the month following the month of traffic. The ACSO requires that traffic detail reports be sent electronically in an exportable format.

- a. Commission payments and/or reports not containing the required fields received by the ACSO after the due date are all subject to late charges. Late charges for commission payments shall be equal to 5% per month of the commission due.
 - b. Late charges for reporting shall be a fee of \$750.00 per month for each report not received by the 15th day of the month following the traffic month, including reports not containing required fields.
11. At the commencement of the Agreement, Contractor shall provide an audit report listing all machines in use, including serial numbers, and verify proof of compliance with Energy Star requirements, to include location of equipment.

EXHIBIT A-2

DESCRIPTION OF EQUIPMENT/SYSTEM

1. At the ACSO's discretion, Contractor shall make available to the ACSO a tablet-on-the-wall for the HVVS product to be offered as an alternative video visitation inmate hardware kiosk.
 - a. Contractor shall provide a seamless experience between the HVVS and its sister tablets with regards to the HVVS. The wireless mobility tablet pilot shall have, but not be limited to, the following capabilities:
 - (1) During peak calling hours, Contractor shall have the ability to add phone calling capability to the HVVS thereby giving the Alameda facility extra phones when needed.
2. Video Visitation Equipment and System
 - a. Contractor shall provide a complete, secure HVVS system to facilitate inmate communications.
 - b. Contractor's HVVS shall come complete with all equipment, hardware, and software—including the monitoring and recording system, visitation-control system, secure database, and visitation station equipment.
 - c. Contractor shall maintain and support all HVVS equipment, software, and functionality for the term of the contract.
 - d. Contractor shall provide interface programming to accept ACSO's daily housing file to automatically establish or update inmate accounts within the HVVS database.
 - e. Contractor shall monitor changes to associated interfaced systems and make any modifications necessary in interface programs to continue services as specified herein.
 - f. Contractor shall ensure its HVVS can be interfaced with any ACSO jail or inmate management system that stores and manages data that is relevant to the inmate video visitation platform.
 - g. Contractor's HVVS shall:
 - (1) Manage face-to-face, on-site, and/or remote visits via an easy-to-use interface.

- (2) Allow for visitation policies (e.g., visit quotas, restrictions, approved visitor lists, etc.) to be set up globally or applied only to certain housing units.
 - (3) Have an easy-to-use interface that allows the ACSO to schedule, manage, and track all visits by all types, and view the visit history.
 - (4) Have a comprehensive reporting module that provides extensive data for use by the ACSO and the County.
- h. Contractor's HVVS shall allow the ACSO to establish restrictions on a visitor and/or inmate.
- (1) The system shall allow restriction type, as well as duration (in days), to be specified during creation.
 - (2) Restriction shall be managed such that ACSO staff with the proper authority can override certain restrictions and provide a reason for doing so. The record of both the restriction and any override shall be stored in the database for potential later examination through the HVVS interface.
 - (3) Contractor shall be capable of automatically importing restrictions into the HVVS with a proper interface.
 - (4) When establishing a restriction, the affected party (visitor or inmate or both) shall be prevented from having a visit for the specified period of time as dictated by ACSO staff.
 - (5) The HVVS will automatically cancel any visits that meet the restriction criteria and notify the visitor(s) of the cancellation.
 - (6) The HVVS shall include, but not be limited to, the following restriction types:
 - (a) Inmate from All Internet Video Visits
 - (b) Inmate from All Visitors
 - (c) Inmate from a Visitor
 - (d) Inmate from Inmate
 - (e) Inmate from All Minors
 - (f) Visitor from All Inmates
 - (g) Visitor from Visitor

(h) Inmate from All Inmates on a Station Group

- i. Contractor will provide secure visitation stations—supported by the visitation management software—that will be installed, maintained, and supported by the Contractor for on-site and remote visitation by the general public and professionals such as attorneys.

2. Facility Registration and Scheduling

- a. At check-in for an on-site visit, Contractor’s system shall allow ACSO staff to easily register visitors manually or by using an ID card reader to reduce errors and save time.
- b. Once registered, ACSO staff shall be able to schedule a visit for the future – with the system automatically taking into account scheduling policies, quotas, restrictions, and visitation schedules.

3. Public Web-Based Registration and Scheduling

- a. Contractor’s HVVS shall have a multilingual (at minimum English and Spanish), public, cloud-based scheduling interface allowing for online visitor registration and scheduling. Visitor information shall then be confirmed at the time of check-in.

4. Professional Web-Based Registration and Scheduling

- a. Contractor’s HVVS shall have a multilingual (at minimum English and Spanish), or as other languages become available or at the request of the ACSO or the County, professional cloud-based scheduling interface allows registered visitors designated by the ACSO or County as a “professional” to schedule visits with an inmate.
- b. Contractor’s HVVS shall allow the ACSO or County to set up unique professional visitation polices that enable professional visitors to enter their station preferences and select visitation times appropriate to their needs.

5. Walk-In Visitation Appointments

- a. Contractor’s HVVS shall allow ACSO staff to set up visits for walk-in visitors with the same policies, quotas and restrictions as prescheduled. The HVVS shall allow the ACSO to visitation durations, as well as set up start delays to allow inmates and visitors time to reach their stations.

6. Automated Inmate Updates and Cancellation Notices
 - a. Contractor's HVVS shall immediately propagate inmate bookings, movements, and releases throughout the system, providing up-to-date visitation schedules with visibility across the facility.
 - b. When an inmate's housing unit or status changes, the HVVS shall be able to automatically reschedule affected visits. If visits cannot be rescheduled, the system shall have the ability to cancel the visit and notify the visitors via email and/or automated phone messages without the need the ACSO to manually notify visitors.
7. Set Time Allotted for Visitation
 - a. Contractor's HVVS shall allow for configuration of any amount of time for visits. Additionally, the ACSO shall be able to extend visit time in five minute increments.
8. Warrant Check Management
 - a. Contractor's HVVS visitation scheduling management system shall be able to facilitate warrant-checks on all scheduled visitors.
 - b. At the ACSO's discretion and approval, the Contractor's shall feed its system and manage warrant-checks information supplied by the ACSO.
9. Visitation Management Features and Functionality Summary
 - a. The Contractor's HVVS shall have, but not be limited to, the following features and functionality:
 - (1) Comprehensive inmate visitation management platform;
 - (2) Public and facility scheduling interfaces;
 - (3) Automated rescheduling and cancellation notices;
 - (4) Visitor warrant check management;
 - (5) Quota management for both inmates and visitors;
 - (6) Global and housing unit policy management;
 - (7) Restriction management at both inmate and visitor level;
 - (8) Approved visitor list management;
 - (9) Visitation display showing current and upcoming visits; and

(10) Special event management.

10. Video Visitation Hardware

- (1) Correction grade wall mountable enclosure with minimum 14-gauge steel
- (2) Enclosure shall be wall mounted using no more surface area than a standard inmate “mini-phone” measuring a height of 11.5” and width of 5”
- (3) Enclosure shall allow the facility to transition to larger tablets in the future without the need to remove the enclosure from the wall
- (4) Enclosure shall be comprised of two housings – allowing the facility to mount enclosure tablets in landscape or portrait mode
- (5) Enclosure components shall be powered using 15.4W power-over Ethernet standards using a minimum of category 5 cabling.
- (6) Enclosure shall not have any openings exposed to inmate.
- (7) Detention grade audio handset with cable lanyard measuring no more than 24”
- (8) Touchscreen tablet shall have an additional layered high impact glass screen protector
- (9) Optional pedestal mounts available in single, dual, tri and quad configurations
- (10) Option for mobile video visitation stations
- (11) Enclosure shall house at minimum a 10” touchscreen tablet
- (12) Tablet shall have an Android based operating system
- (13) Touchscreen tablet shall have the necessary security software to prevent access to unauthorized applications and settings
- (14) Touchscreen tablet shall allow for a minimum of 30fps QCIF resolution
- (15) Tablet will contain multiple non-proprietary CODECS. CODECS to include a minimum of the following:
 - (iii.) Must have built in Video Conferencing CODEC which utilizes H.323 and/or SIP protocols for open communication directly to devices from Cisco, Polycom, Lifesize etc. Bandwidth - Supported from 24 kbps up to 8 Mbps
 - (iv.) Video standards
 - d. H.264
 - e. H.263+
 - f. H.263
 - (iv.) Video system must allow users to view other party in full screen mode without sacrificing video quality.
 - (iv.) Video Resolution & Frame rates- The available resolution at any time depends on the video source, the available bandwidth, and the processing power of the computer.
 - (vi.) Audio standards
 - b. MPEG4 AAC-LD; 48 kHz, 64 kbps
 - b. G.722.1; 24 kbps

c. G.722.1; 32 kbps

d. G.711 a-law

e. G.711 mu-law

(vi.) Must utilize Adobe Flash - for “at home” internet visitations

11. HVVS Tablet On the Wall Hardware

a. Contractor shall be able to provide to ACSO a Tablet-on-the-Wall HVVS hardware solution.

- (1) Unless otherwise approved by the ACSO, Contractor shall provide its most current Tablet-on-the-Wall HVVS hardware solution.
- (2) Contractor shall ensure its Tablet-On-The Wall Kiosk HVVS system will not allow inmates to access the internet or other restricted information and systems.
- (3) Tablet-On-The Wall Kiosk HVVS system shall have at minimum, but not be limited to, the following specifications:
 - (a) Android Operating System (or an operating system approved by the County)
 - (b) CPU MTK8127 Quad-Core cortex A& 28NM 1.3G 8127 Quad-Core
 - (c) 1G RAM
 - (d) Built-in NAND Flash 4GB/8GB/16GB
 - (e) Supports multiple languages
 - (f) 10.1” 40 PLVDS 1024*768 Display Screen
 - (g) 1024*600/1280*800 Resolution
 - (h) Multi-touch Capacitive Screen
 - (i) 8 ohm/1W speaker *2
 - (j) Built- MIC
 - (k) Wi-Fi Optional
 - (l) 4 Directional Gravity Sensor

- (m) 0.3M/2M (8M Pixels optional)
 - (n) Picture Format: JPG, JPEG, GIF, BMPT, PNG
 - (o) Supported Document Format: MS Word, MS Excel, .ppt, .pdf, .txt
 - (p) Battery 8000MAH, 3.7v, Lithium Battery
 - (q) Certification FCC CE ROHS
 - (r) Battery back-up to provide standby power.
- (4) The HVVS Tablet-On-the-Wall enclosure shall be mountable to pedestals and other inmate phone hardware if future hardware expansions are needed and/or required.

12. Video Visitation

- a. Contractor's HVVS shall provide the restrictions, quotas, billing rules, warrant checks, and video check-in functionality specific to internet video visits with incarcerated individuals.
- b. Contractor shall provide a simple, easy-to-use website for visitors to register, schedule, and complete visits via personal computer, laptop or tablet PC (Apple and Android based devices).
- c. When an Internet video visit is not an option for the visitor, the HVVS shall allow ACSO staff to schedule and manage both internet and on-site visits using the appropriate quotas, restrictions, schedules, monitoring, and recording rules.
- d. Contractor's internet video visitation components of its HVVS shall have, but not be limited to, the following features:
 - (1) The ACSO staff video check-in prior to visitation start
 - (2) No additional software required
 - (3) Live monitoring and remote control
 - (4) Unique internet video visitation quotas
 - (5) Custom internet video visitation charges
 - (6) Revenue generation options
 - (7) Minimal bandwidth requirements

- (8) Integrated into public web scheduling interface
- (9) Visitor can visit via PC, laptop and/or tablet (Apple and Android based devices)

13. Revenue Generation

- a. Contractor shall have the right to charge for video visits in in compliance with the Service Costs and Commission Rates, Exhibit B. Contractor may also have the right to charge for those other services that Contractor may supply through the HVVS, but only upon approval of ACSO.
 - (1) Charge for visits in excess of inmates' "free visit" quotas
 - (2) Charge during specific days or times of the day
 - (3) Charge for all at-home visits for the convenience to not travel to the jail
 - (4) Charge for cross facility visits from the Santa Rita Jail to the Glenn E. Dyer Detention Facility.
 - (5) Set up unique fee structures
 - (6) Create override and refund polices
 - (7) Generate billing reports
 - (8) Provide automated refunds for inmate releases, movements, etc.
- b. The Contractor is responsible for all refunds associated with the HVVS. The Contractor will add language (written and verbal) that will inform the visitor whom to contact in the event a refund is requested. Refund information shall be made available to the scheduler. There shall be information that states that neither the ACSO nor the County should be contacted regarding refunds and are not responsible for refunds. Contractor's web-based registration and scheduling module shall be able to prompt visitors to enter in their payment information if it is not already on file in the system. The HVVS's shall handle everything associated with the visitor's payment.
- c. The Contractor shall be responsible for responding to grievances related to the HVVS.

14. Neither the ACSO nor the County will be considered "schedulers" with regards to this section. Video Conferencing Capability

- a. Contractor's HVVS video conferencing device shall be equipped with video technologies that allow the ACSO and County to communicate with standards-

based H.264 and H.323/SIP video conference devices and Adobe Flash enabled devices, such as a home computer.

- b. Video conferencing capability shall allow the ACSO and County to deploy both on-premises and internet video visitations while still communicating with other devices such as Polycom and Cisco codecs.

15. ADA / American Sign Language Call Centers

- a. Contractor's HVVS shall be able to connect Video Relay Services (VRS) calls for hearing impaired inmates.
- b. For the life of the Agreement, Contractor shall be approved and contracted to connect its HVVS stations to American Sign Language Call Centers that provide interpreters to hearing friends and family members outside the jail.
- c. The VRS services will be subject to regular maintenance and quality assurance tests by Contractor to ensure it is functional for the term of the Agreement.
- d. Deaf and hard of hearing inmates shall receive time using a VRS system equivalent to that which they would receive if they were making a standard telephone call. Moreover, deaf and hard of hearing inmates who rely primarily on the use of American Sign Language and whose disabilities require them to use VRS to effectively communicate will not be charged more than they would be charged for using telephone service for comparable calls.

16. Managed Hosting

- a. Contractor shall provide the following HVVS' managed hosting advantages:
 - (1) The ACSO, public, and inmate interface hosting
 - (2) Off-site or on-site recording storage options
 - (3) Software release management
- b. Contractor shall provide, but not be limited to, the following Hosting Location features:
 - (1) Large, nationwide internet hub
 - (2) Redundant internet connections
 - (3) Automatic, triple-redundant power back up
 - (4) Security controlled facility, with additional room and server security controls

(5) Flood, water, and fire protection systems

17. Inmate Log-in Process to HVVS

- a. Contractor's HVVS shall allow inmates to access the video visitation station at the time of their scheduled session.
- b. Contractor's HVVS visitation management software system shall assign a unique identification number to all inmates. Before an inmate is able to conduct their session, the inmate must enter their unique identification number into the system in order to begin the visitation session.

- (1) If the Contractor's HVVS system does not currently have the functionality to assign a unique identification number to inmates, Contractor must provide the ACSO with a date of when the function will be available.

18. Heat Load and Power Requirements of the System

- a. Contractor guarantees its HVVS will not heat up from use or have any overheating issues.
- b. Contractor shall provide all necessary power for each HVVS unit.

19. Mobile Visiting Units for Incapacitated Inmates

- a. Contractor's HVVS shall include easy-to-use mobile carts and/or mobile visitation units that allow a user to move a visitation station quickly and easily to the needed location, consistent with ADA rules and regulations.

20. Automatic-Scheduler Feature for HVVS

- a. Contractor HVVS shall include visitation scheduling software to manage all types of visits, including, but not limited to: contact, face-to-face, on-premise video, and at-home video.
 - (1) The scheduling software shall be configurable with rules and policies specific to each visit type.
- b. The ACSO shall be able to configure the HVVS system with its own specific policies and procedures as they apply to visitation with inmate friends and family—without the need for custom development or other interventions by the Contractor.
- c. The ACSO shall be able to set up policies globally or applied only to certain housing units (e.g., visitation quotas, restrictions, approved visitor lists, etc.).

- d. Contractor's HVVS shall be able to handle any combination of traditional contact or non-contact barrier type visits, video visits, remote ("at-home") video visits, and professional visits.
- e. Contractor's HVVS system shall also manage visitor information. Visitors shall be able to register in person at the facility or online through a web-based registration and scheduling module.
- f. Contractor's HVVS software shall be licensed based on the functionality required and the number of video visitation units; Contractor shall not limit the number of system users.
 - (1) Any time anywhere access: Contractor's HVVS software shall be designed so that anyone on the network with a username and password (or through utilization of Active Directory) can access their browser-based application. Based on the privileges assigned to the user in the system, the user will have access to do things such as register or approve visitors, schedule visits, run reports, view or download recordings, etc.
 - (2) Each user shall be assigned to a user group that defines what privileges the user has access to in the system. User groups shall be set up and configurable based on the ACSO's needs without limitation to the number of user groups. Users shall also be assignable to more than one user group.
- g. The Contractor's software definition shall include, but not be limited to, the following modules, features, and functionality:
 - (1) Visitation Scheduling
 - (a) Facility Registration and Scheduling
 - (b) Public Web-Based Registration and Scheduling
 - i. Multilingual web interface
 - ii. Reduces visitor traffic and frees staff for more mission critical tasks
 - (c) Professional Web-Based Registration and Scheduling
 - i. Set unique policies for professional visitors as you see fit
 - (d) Visitor Kiosk Registration and Scheduling
 - i. ID card reader capable

- (e) Walk-In Visitation Appointments
 - i. Use same policies quotas, and restrictions as scheduled visits
 - ii. Set durations and start delays to allow time to reach stations
- (f) Automated Inmate Updates and Cancellation Notices
 - i. Inmate bookings, housing unit movements, status changes, and releases are immediately propagated throughout the system, providing up-to-date visitation schedules
 - ii. Automatic rescheduling of affected visits. If visits cannot be rescheduled, they are cancelled and visitors are notified via email and automated phone messages, eliminating the need for your visitation staff to manually notify visitors.
 - iii. Automatic email and phone notifications protect confidentiality of visitor's personal contact information
- h. Contractor's software shall be designed to continuously receive updated inmate information from the ACSO's Jail Management System (JMS) through a one-way seamless data transfer (flat file, database view, or XML).
 - (1) The software shall allow the ACSO to know which inmates are in custody at the facility, their name, booking number, status, housing unit, restrictions, scheduled inmate events, and any changes to this information.
 - (2) Contractor's software shall be designed to allow the ACSO, or each facility, to configure the system with its own specific rules, policies, and procedures without the need for custom development or other interventions by the Contractor.
 - (3) The system shall allow rules to be restrictive and/or promotional. Rules shall be able to be set up globally or applied only to certain housing units (visitation quotas, restrictions, approved visitor lists, etc.).
 - (4) The system shall allow the ACSO to set up visitation rules that are specific to each visit type.
 - (5) The ACSO shall be able to schedule, manage, and track all visits and visit history in this one system.
- i. Contractor's HVVS scheduling system shall automatically conducts all conflict and policy checking.

- (1) The system shall check inmate visit quotas, facility visiting policies, available resources, inmate availability, and will only display to a potential visitor the times that are approved and available for a visit with a specific inmate.
 - (2) Contractor's software shall have the capability to set up inmate-to-inmate or visitor-to-visitor restrictions.
 - (a) Visitor-to-visitor restrictions shall prevent conflict between visitors who have caused issues (got into an argument, etc.) in the past by keeping them from crossing paths at the facility during future onsite visits. In this case, the software shall not allow a certain visitor to schedule an onsite visit at the same visitation location within a 4-hour time block of the other restricted visitor.
21. Contractor's HVVS shall provide, but not be limited to, the following types of alerts:
- a. System User Hot Alerts
 - (1) The hot alert system shall allow a system user (investigator, etc.) the ability to set up automated email alerts base on inmates and/or visitors when visits are scheduled with those individuals.
 - (2) In addition, at any time, an authorized user shall be able to run a report to see any upcoming scheduled visits for any individual(s).
 - (3) Authorized users shall be able to set up an alert concerning a particular inmate to have email notifications sent to the investigator based on certain triggers such as "new visit scheduled," "visitor checked in for visit (visit about to start)," or "when a new recording is available."
 - b. Visitor Cancellation/Change Alerts
 - (1) If, for any reason, a previously scheduled visit is cancelled by the system or a facility staff member, the Contractor's HVVS shall automatically alerts the visitor via email (and/or optional automated phone call) to let them know they will need to reschedule the visit. No staff involvement shall be needed to alert the visitors.

EXHIBIT A-3
DESCRIPTION OF SERVICES

1. Contractor shall provide all the necessary labor, equipment, materials, and training to install and maintain the HVVS for all ACSO facilities.
2. All Contractor employees and personnel entering ACSO and County facilities must pass, to the satisfaction of the ACSO, a security and background check performed by the ACSO. This provision shall also pertain to any SLEB subcontractors or Service Technicians noted above.
3. Contractor shall be responsible for all costs including, but not limited to, equipment, installation, connectivity, maintenance, storage, hardware, software, security, training, and any other implantation services necessary.
4. Contractor shall provide a fully operational, secure, and reliable HVVS designed to provide management and control of inmate visitation.
5. Contractor and its HVVS shall comply with all applicable state, federal, and local laws and regulations.
6. Contractor must maintain and provide qualified, trained, and certified staff dedicated to the sole purpose of supporting the HVVS system installed, including, but not limited to, service technicians and technical support for the life of this Agreement.
 - a. Contractor shall provide the necessary labor, parts, materials, and transportation to maintain all inmate telephones and related equipment in good working order and in compliance with the equipment manufacturer's specifications throughout the life of this Agreement.
 - b. Contractor shall provide maintenance and repair services entirely without cost to ACSO.
 - c. Contractor shall repair or replace, at the County's discretion, malfunctioning equipment.
 - d. Responses to service interruptions or equipment malfunctions shall be within the agreed upon timeframes.
7. Per the Indemnification clause noted in the Agreement, Contractor agrees to pay all expenses from such claims, suits, and proceedings—including costs of investigation, reasonable attorney fees, expert witness fees, damages, and other litigation-related expenses—resulting from any indemnifiable claim against the County regarding the HVVS provided by the Contractor.

8. Spare/Replacement Parts:

- a. Contractor shall have at a minimum four (4) full HVVS units as full unit spares. These units shall, at the County's discretion and approval, be located on County premises or, as an alternative, at a nearby facility approved by the County.
- b. Contractor shall provide a spare-parts inventory either on-site or with the local ST who service the site.
 - (1) The number of spare video visitation stations and other parts kept in the local inventory shall be adjusted as needed.
 - (2) Broken or damaged stations or handsets shall be replaced from the cache of spares.
 - (3) At the time of a station replacement, an RMA shall be issued to replenish the inventory. Any part that is needed, but is not currently in the local spare parts inventory, will be shipped by overnight carrier from the Contractor's Service Center

9. Visits, Scheduling, and Recordings

- a. Contractor's HVVS system shall allow visitors to register on-site at the facility or online through a web-based registration and scheduling module, unless otherwise prohibited by ACSO.
 - (1) Online registration and scheduling shall allow ACSO staff to verify first time visitors (or every visitor) during check in.
 - (2) On-site registration shall have the capability of being a stand-alone process or as a complement to online registration.
 - (a) On-site registration shall be done via a lobby kiosk and/or by ACSO staff.
 - (b) ID card readers shall be utilized by staff to speed up the on-site registration and check in processes. Individuals and/or visitors shall be able to swipe their state ID or driver's license resulting in their information being auto-populated and verified in the system.
 - (c) The scheduling software shall also capture and store images of visitors and their IDs. At the ACSO's discretion, the HVVS shall have the capability to require visitors to use their webcams to submit their personal images when registering from home.

- b. Visitors shall be required to register before they can schedule a visit.
 - (1) The ACSO shall have the ability to approve or deny a visitor from on premise and/or “at-home” visits or approve them to visit with only certain inmates.
 - (2) Each visitor shall only have one visitor record regardless of the type of visit. Any restrictions for types of visits shall be tied to the individual (e.g., someone may lose internet visitation privileges, but still be allowed to come to the facility for on-site visits).
 - (3) The records for approved visitors shall be created and managed via the Contractor’s web-based registration and scheduling module.
- c. Contractor’s HVVS shall offer three main ways (onsite or “at-home”) to schedule visits:
 - (1) Visitors shall be able utilize a computer, tablet, or smart phone with internet access to log into the public scheduling website and schedule the visit on their own (after they have registered and been approved).
 - (2) The ACSO shall be able to set up visits on behalf of visitors. In this case, visitors must call in or come to the facility and speak with the ACSO staff.
 - (3) Visitors shall be able to use a lobby kiosk to register and schedule a visit.
- d. When scheduling a visit, the ACSO or the public visitor shall be able to select the inmate and/or visitor(s) that wish to participate in the visit and choose from a list of available dates and times.
 - (1) Contractor’s visitation scheduling software shall automatically take into consideration visitation quotas, restrictions, housing schedules/visitation hours, approved visitor lists, visitor station availability, and inmate station availability for the specific housing unit, etc.
 - (2) Only the timeslots that are available on the selected day shall be displayed to the user. If the scheduling software is being used to manage onsite and “at-home” visits, the visitor shall see both options available to them for each time slot as well as associated costs. Only the time slots free of conflicts shall be displayed.
 - (3) If ACSO schedules visits, they shall be able to rely on the timeslots provided by the application without the need to check for scheduling conflicts to see if the inmate can have a visit, what time visits are allowed for the housing unit, restrictions, approved visitor lists, visitation quota, etc. All this information shall be encapsulated within the Contractor’s

HVVS system and automatically checked before displaying dates and times for users to choose from. The person doing the scheduling shall be able to select the desired timeslot, and from there, the visit shall be confirmed and stations shall be reserved in the system.

- e. If an inmate is moved to another housing unit after a visit has been scheduled, the HVVS shall see this change (from information received from the JMS). If, as a result of the move, the inmate cannot have the visit at the inmate station that was initially reserved, the system shall automatically attempt to reschedule the visit at the same date and time that was originally selected. If an inmate station is available in the new housing unit and all other information (visitation hours, inmate quota, restrictions, etc.) is validated, the system will automatically release the previous inmate station and reserve the new inmate station. The visit will simply go on as scheduled.
 - (1) If there are any conflicts, the scheduling software will automatically cancel the visit.
- f. If, for any reason, a previously scheduled visit is cancelled by the system or a facility staff member (e.g., if an inmate becomes unavailable due to court, work, medical, lock down for a certain housing unit, bad weather, or maintenance work), the HVVS shall generate a template email (and/or optional automated phone call) to automatically alerts the visitor to let them know they will need to reschedule the visit. No staff involvement shall be needed to alert the visitors.
- g. Once the visit has been scheduled, the HVVS system shall produce reports as to which inmates have visits each day, at what time, with whom, and at what video visitation station or visitation booth.
 - (1) The HVVS system shall be able to easily generate reports for all types of visits: face-to-face, video, and “at-home.”
 - (a) These reports shall be broken down by housing unit so ACSO staff can print a report or view it on their monitor and inform inmates of their upcoming visits.
 - (b) The report displayed to inmates shall only display inmate name, visitation time, and the assigned visitation station. It shall display the visitor ID number but shall not show the visitor name. This same information shall also be displayable on an informational monitor in the housing unit.
- h. Contractor’s HVVS shall also have functionality to check visitors for outstanding warrants.

- (1) The night or morning before the visitor checks in, ACSO staff shall be able to run updated warrant checks. The system shall know each visitor that is scheduled to come into the facility for a face to face visit, video visit, or “at-home” video visit.
 - (2) At the ACSO’s discretion and approval, Contractor can run reports (from a third-party database, when required) based on the facility’s rules for the warrant check process.
 - (3) The HVVS system shall allow the ACSO to require warrant checks prior to a visitor’s first visit.
 - (4) The HVVS system shall allow rules to be set up to check visitors for warrants each time they are scheduled for a visit or at specified intervals (e.g., every 30 or 60 days after the initial warrant check). The system shall be able to then output the visitor data for all visitors who are scheduled for a visit today, tomorrow, etc. who are actually due for a warrant check based on the facility’s policy.
 - (5) While the HVVS system software may not do the actual warrant check process, it shall provide a report/file with the information to be sent through the warrant check system.
 - (a) The warrant check results shall also be importable back into the system so facilities can see when the last warrant check took place and what the results were for each visitor.
 - (b) The system will flag any visitors that have an outstanding warrant so the ACSO can run a report each morning to see if anyone with an outstanding warrant is scheduled for a visit.
 - (c) The ACSO shall be able to cancel the visit and place a restriction against the visitor, or have ACSO staff ready to greet the visitor if they are coming to the facility for an onsite visit.
- i. When a visitor shows up for an onsite visit or checks in online for an “at-home” visit, the ACSO staff shall be able to verify the visitor’s information and check the visitor in for their visit.
- (1) If a video visit is taking place, ACSO staff shall have the capability to do a video visit with the visitor as part of the check in process.
 - (2) At this stage, ACSO staff will also see a warning if the visitor has an outstanding warrant based on the warrant check process in this Agreement.

- (3) If it is an onsite visit, the visitor is then directed to their assigned visitor station/booth.
- j. Contractor provide a check-in workstation for the ACSO to utilize. This workstation shall be customizable to show a list of visitors scheduled to check in for a visit in the next thirty minutes, hour, two hours, etc.
- k. Contractor's HVVS system shall allow the ACSO to swipe the visitor's driver's license to pull up the visitor's record.
- l. When visitors are logged in online for a scheduled internet visit, they will appear in the internet video visitation check in list. From there, ACSO staff can select the individual, check them in for the visit, and have a short video visit with the visitor as described in this Agreement.
- m. Selecting a visitor's name during the check in process shall display the visitor's registration information and any images that the facility requires (e.g., a photo of the visitor and/or the visitor's ID).
- n. After the visitor's information is verified and the visitor checked in by the ACSO, the visitor's name shall disappear from the check in lists.
- o. The HVVS system shall have capability to display information on a lobby visitation monitor. This shall allow visitors who show up for onsite visits to see their name on the monitor if they have not yet checked in with the visitation staff.
- (1) Once a visitor is checked in, the monitor shall display which visitation station/booth the visitor has been assigned to and what time their visit is scheduled to begin.
- (2) For security reasons, the public shall never know in advance which onsite visitor station/booth have been assigned to them until they check in with ACSO staff.
- p. After the visitor has checked in, the HVVS scheduling software shall automatically begin the visit at the scheduled time. The system shall automate the connection between the inmate stations and onsite visitor stations or internet visitors.
- q. The HVVS system shall initiate recording of all personal visits, and allow for the ACSO staff to monitor live audio and video of the personal visits.
- r. The HVVS system shall be capable of allowing ACSO staff to monitor up to eight (8) simultaneous at ACSO Monitoring Stations.
- s. The HVVS system shall allow for monitoring to be set for a select length of time, and additional visits shall scroll to the top at each interval. If the ACSO

determines one visit requires ongoing observation, it shall be able to be locked in while other visits continue to scroll.

- t. The HVVS system shall be able to record all video and internet visits.
 - (1) The system shall be able to set recordings at various resolutions, allowing for the ACSO to maximize storage while retaining the level of quality required.
 - (2) At the ACSO's discretion and approval, recordings shall be stored at either onsite at the ACSO's facilities or offsite through the Contractor's hosted solution.
- u. At the scheduled end time, the HVVS system shall automatically disconnect visits.
- v. During the visits, the HVVS scheduling software shall offer, but not be limited to, the following features:
 - (1) Onscreen countdown clocks that display how much time is remaining to inmates and visitors;
 - (2) Picture-in-picture to allow inmates and visitors to see themselves and make sure they are in correct view of the camera; and
 - (3) Custom onscreen text (e.g., "Reminder, personal visits are monitored and recorded").
- w. The HVVS shall have functionality that allows ACSO staff to terminate a visit and/or set up any restrictions for future visits.
 - (1) Based on the violation, restrictions shall be able to be set up for a specific period of time (e.g., 30 days, 60 days, etc.) or indefinitely with no end date.
 - (2) Restrictions can be set up for a specific visitor to all inmates, a specific visitor to one or several certain inmate(s), an inmate to all visitors, or an inmate to one or several certain visitor(s).
- x. The HVVS shall allow the ACSO to set up inmate-to-inmate or visitor-to-visitor restrictions.
 - (1) Inmate-to-inmate restrictions shall keep-separates that cannot be let into the dayroom or common visitation area at the same time.
 - (2) Visitor-to-visitor restrictions shall prevent conflict between visitors who have caused issues (e.g., got into an argument) in the past at your visitor

center by keeping them from crossing paths at the facility during future onsite visits. In this case, the HVVS will not allow a certain visitor to schedule an onsite visit at the same visitation location within a 4-hour time block of the other restricted visitor.

- y. The HVVS shall allow ACSO staff to set restrictions for inmates or visitors based on the type of visit.
 - (1) For example, if a certain inmate or visitor violates a policy, they can lose “at-home” visitation privileges.
 - (2) For all restrictions, the HVVS will have functionality such that visitors will not know if there is a restriction or what the restriction is while scheduling their visits, they will simply see a list of the time slots and types of visits that are available to them based on all of the information their system takes into account when scheduling a visit.
 - (3) Restricted, conflicting, or unavailable time slots shall not be displayed in any fashion.

- z. The HVVS shall allow the ACSO to schedule and track all professional visits (onsite and “at-home”). The ACSO shall be able to configure hours of visitation for professionals that differ from the public visitation hours.
 - (1) The HVVS shall encrypt all professional video visits so as not be monitored or recorded by anyone on the system.
 - (2) At the ACSO’s discretion, professionals shall be allowed to have visits from their office using their personal computer and/or webcam rather than going to the facility.

- aa. The HVVS shall utilize standards-based technology for their IP video communication within the facility network (non-“at-home” visits).

- bb. When a user of the HVVS schedules a visit through web-based registration and scheduling module, the user shall enter his or her name as the visitor, and HVVS shall determine if a record with a matching name already exists in its database. If a record with a matching name does not exist, a new visitor record shall be created, and the visitor shall be allowed to schedule the desired visit.
 - (1) If a visitor is allowed to schedule visits at more than one facility, the HVVS shall have a menu prompting the user to choose the appropriate correctional facility.
 - (2) Users shall be able to perform all necessary functions within the web-based module that are required to schedule visits for the specific selected

correctional facility, including, but not limited to, adding and managing additional visitors associated with any given user's record. Additional visitors may be minors or other adults attending any given scheduled visit.

- cc. The HVVS system shall be capable of recording all video visits with the exception of those for privileged visitation consistent with ACSO policy (e.g., attorney, public defender, etc.).
 - (1) The visitation recordings will be stored on-line for immediate access for one (1) year.
 - (2) HVVS recordings shall be exportable to portable media such as CD, DVD, or USB device in WAV, PCM, or MP3 formats for off-line storage.
 - (3) The HVVS shall keep track of access and downloads of recorded sessions.
 - (4) Copies of recordings shall be kept on-site .
- dd. The HVVS shall automatically send emails to the general public regarding confirmations, modifications, and cancellations to individuals who have scheduled visits.
 - (1) Email notifications shall be customizable to include facility address and any special instructions, including but not limited to: where to park, how soon to arrive before the scheduled visit, the information and ID to bring to the visit, etc.
- ee. The HVVS system shall be capable of high-quality stereo audio and broadcast-quality video, while meeting the industry's quality standards.
 - (1) The HVVS shall be completely HD capable and operable at a bandwidth as low as 200kbps per visit session.
 - (2) Contractor shall equip video visiting stations with detention grade audio handsets.

10. Software Specifications

- a. Contractor shall provide a state-of-the-art scheduling software as part of its HVVS system. The HVVS system shall be able to be monitored and controlled by authorized ACSO staff to monitor and control the HVVS system.
 - (1) HVVS shall be compatible with Oracle, Microsoft SQL or PostgreSQL databases.

- (2) HVVS shall be a privilege based system allowing the assignment of at least 50 different privileges to customizable users groups and user assignment to specific user groups.
- (3) HVVS shall be able to be integrated to the facility's jail management system (JMS/OMS/IMS) in order to provide the HVVS system with inmate information and movement via XML, database view, or flat file.
- (4) HVVS shall have the capability to allow for automated data export to allow for two-way data share with the facility's jail management system (JMS/OMS/IMS) via flat file, database, XML, or web services.

EXHIBIT A-4

HARDWARE REQUIREMENTS

1. All hardware and cabling shall comply with industry standards and County guidelines.
2. All hardware and cabling shall be pre-approved by the ACSO prior to installation and invoicing.
3. Contractor shall ensure cabling will traverse pre-existing conduit runs where available or as determined through the site survey.
 - a. All cabling will be labeled appropriately and hidden and secured per industry standards.
 - b. Any internal line quality issues identified by the Contractor shall be reported to the County at the end of each site survey for scheduling of appropriate repair or upgrades.
 - c. All repairs shall be done at no cost to the County.
4. Contractor shall provide hardware and cabling that meets, at minimum, the following specifications:

Hardware Specifications

Manufacturer	Model	General Description
Global Tel*Link	Video Visitation Manager	Fully integrated hardware/software video visitation, monitoring, and recording system. Allows for personal, professional, onsite video, internet video and face to face visitations to be scheduled online, on a lobby kiosk, and on a mobile device
N/A	Equipment Cabinet	Equipment Cabinet: 25" H x 21.5 W x 31" D
APC	SMART1500 UPS	1500VA UPS for Premise ITS Hardware
TrippLite	OMNI750ISO UPS	750VA UPS for Workstations
Dell	Optiplex 3020 Desktop Workstation *	Workstation Computer Intel Core i3-4130 3.4 GHz Processor w/ 3MB Cache; 4.0 GB DDR3 1600MHz SDRAM - 1DIMM; 16X DVD+/-RW SATA Drive; 500GB Serial ATA Hard Drive 7200RPM; Windows 7 Professional Operating System.
Dell	19" Flat Screen Wide Aspect Ratio LCD Monitor	Workstation Monitor (and peripherals): 19" Flat Screen Wide Aspect Ratio LCD Monitor Black; USB two button Mouse Black; USB Standard Keyboard Black; Speakers (Internal Chassis Dell)
GTL	Video Visitation Enclosure	Video visitation enclosure includes: <ul style="list-style-type: none"> • 17" Monitor • C525 Logitech Webcam • Electret Handset • HP Thin Client PC

Manufacturer	Model	General Description
GTL	Video Visitation Retrofit Kit	Video visitation retrofit kit includes: <ul style="list-style-type: none"> • 17" Monitor • C525 Logitech Webcam • Electret Handset • HP Thin Client PC • Camera mounting bracket • VESA PC mount bracket
GTL	** Alternate Video Visitation Enclosure	Tablet-on-the-Wall Inmate Kiosk w/ 10.1" touch screen.
Adtran	1335 Series Router	These routers (sized to the requirements of each facility) will distribute digital streams from the IADs over GTL's network. These label each data packet with a header allowing GTL to prioritize transport of the individual types of data over the network enabling the highest Quality of voice traffic.
Dell	Server	The video visitation software will be loaded onto three separate servers to be rack mounted in the provided equipment case. The servers will act as the application, gatekeeper, and storage server.

* Due to the rapid evolution of technology, should there be an unexpected delay between contract signing and the County's approval to commence installation, GTL reserves the right to upgrade computer hardware equipment to newer models.

** GTL is offering ACSO the opportunity to implement the standard 17" kiosk or our latest technology Tablet-on-the-Wall inmate kiosk w/ 10.1" touch screen.

Amphenol Cables - Amphenol designs, manufactures and markets electrical, electronic and fiber optic connectors, coaxial and flat-ribbon cable, and interconnect systems

Switch-8 port - The EtherFast 8-Port 10/100 Workgroup Switch is a quick and easy way to boost your network's performance while migrating to the power of Fast Ethernet

Network Patch Cables-(Yellow or Blue) - 6 (Cat6) patch cable with gold plated RJ45 molded male connector plugs features a snagless boot for trouble-free installations

Trunk Cross-Connect Wire-White/Blue - providing modular integration of voice and data traffic over copper services. It can also serve as a rate and interface converter or as an integrating multiplexer

Cable Ties - Preformed tie straps on a continuous roll that pull apart without any cutting

Wood screws 1" - Required for mounting on communication backboard

Station Cross-Connect Wire-White/Orange - providing modular integration of voice and data traffic over copper services. It can also serve as a rate and interface converter or as an integrating multiplexer

Inmate Station Covers-Orange - Provides easy system administration and provides a clean and neat appearance.

Trunk Covers-Blue - Provides easy system administration and provides a clean and neat appearance.

Bridge Clips - connection between two test points.

Mushrooms - Wire Distribution Spool

D-rings (small) - Wire Distribution Rings, Aluminum

After installation all extension cabling, old equipment, and unused components will be removed and the workspace will be returned to its pre-existing condition.

NOTE: Due to the rapid evolution of system hardware, GTL reserves the right that equivalent or upgraded models may be substituted during system installation.

EXHIBIT A-5

WRITTEN MAINTENANCE AGREEMENT

1. Contractor ensures that the software, hardware, and peripheral equipment associated with the inmate calling system are maintained for the life of the contract.
2. Contractor shall repair or replace defective parts as needed and approved by the ACSO or the County; all inquiries by ACSO staff shall be answered quickly and courteously.
3. Contractor shall provide the necessary labor, parts, materials, and transportation to maintain all video visitation units and related equipment in good working order and in compliance with the equipment manufacturer's specifications throughout the term of the Agreement.
4. Maintenance and repair services shall be provided entirely without cost to the ACSO or County.
5. Responses to service interruptions or equipment malfunctions shall be within the agreed upon timeframes as specified in this Agreement
6. Twenty-four (24) hours a day, three hundred sixty-five (365) days a year, requests for service or reports of malfunctions shall go directly to the Contractor's Help Desk/Technical Support/Services Center where highly trained Contractor professionals shall determine the best course of action.
 - a. Contractor's toll free technical service number is always answered by a live GTL representative.
 - b. Contractor's closet service center shall be located in Sacramento, California or closer.
 - (1) Contractor must notify the ACSO, in writing, of any changes to the closest service center.
7. Contractor shall manage and be responsible for every aspect of the ACSO's HVVS in accordance with the terms and conditions set forth in this Agreement.

EXHIBIT B

SERVICE COST and COMMISSION RATE

1. Contractor shall not charge in excess of \$0.25/minute for all visits to be sold in blocks of time (10-minutes, 25-minutes, 45-minutes, 55-minutes), without the approval of the ACSO.
2. Contractor will pay the ACSO 65% (sixty-five percent) of all revenue generated by video visits completed through the HVVS system, provided, however, Contractor will not owe or pay any commission on the first One Million Six Hundred Thousand Dollars (\$1,600,000) collected, to enable Contractor to defray some of its capital expenditures in connection with the video visitation solution deployed at the County facility.
3. At the time commission payments commence, Contractor shall provide commission payments and detail reports to the ACSO on or before the 15th day of the month following the month of traffic. The ACSO requires that traffic detail reports be sent electronically in an exportable format.
4. Payments to the ACSO, with required reports, shall be submitted for approval by the ACSO to:

Inmate Services Lieutenant
Alameda County Sheriff's Office
Inmate Services
5325 Broder Boulevard
Dublin, CA 94568
5. Upon award of this Agreement by County, the ACSO and the Contractor shall forthwith jointly create a schedule governing timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods <ul style="list-style-type: none"> — Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. — Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

EXHIBIT E

RESERVED