

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY**

DEPT: Chief Executive Office

BOARD AGENDA #: *B-5

AGENDA DATE: August 16, 2016

SUBJECT:

Approval to Enter into Agreements with Global Tel*Link Corporation for an Inmate Video Visitation System for the Public Safety Center; and Adjust Staffing

BOARD ACTION AS FOLLOWS:

No. 2016-415

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:


ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Chief Executive Office

Urgent ☐

Routine ☒

BOARD AGENDA #: *B-5

AGENDA DATE: August 16, 2016

CEO CONCURRENCE: *phx*

4/5 Vote Required: Yes ☒ No ☐

SUBJECT:

Approval to Enter into Agreements with Global Tel*Link Corporation for an Inmate Video Visitation System for the Public Safety Center; and Adjust Staffing

STAFF RECOMMENDATIONS:

1. Authorize the Project Manager to enter into agreements with Global Tel*Link Corporation for installation of an Inmate Video Visitation System at the Public Safety Center AB 900 Phase II Projects One and Three for an amount of \$374,795 conditioned upon the final approval of the contract by the State of California.
2. Authorize the Project Manager to take all actions necessary to negotiate and finalize the agreements.
3. Authorize the use of Construction Contingency funds in the amount of \$343,577 for AB 900 Phase II Project One and \$31,218 for Project Three.
4. Direct the Auditor-Controller to adjust the project budgets as detailed in the Budget Journal Form.
5. Authorize the Project Manager to negotiate separate agreements with Global Tel*Link Corporation for SB 1022 Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center and the existing Public Safety Center facilities to expand the system throughout the Public Safety Center campus.
6. Authorize the Project Manager to issue a Notice to Proceed upon receipt of proper insurance and bonds.
7. Authorize the Project Manager to sign change orders up to \$25,000, consistent with the County's Change Order Policy.
8. Amend the Salary and Position Allocation Resolution to reflect the changes, detailed in the Staffing Impact Section of this item, to be effective the beginning of the first pay period of February 2017.
9. Authorize the Project Manager to seek informal bids and award a contract to retrofit a portion of the County owned facility located 801 11th Street, using previously allocated

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funds in the Plant Acquisition budget for the Public Safety Center Expansion Project, for an off-site Visitor's Center.

DISCUSSION:

The Public Safety Center Expansion Projects One and Three are under budget and well on their way toward completion. One of the essential project elements is the need for an inmate visitation system. Video visitation, using secure internet connections, is quickly supplementing traditional in-person methods for inmate visits. Video visitation works by providing inmates their allotted "free" visits and then has options for visitors to purchase additional visitation time. Using the internet allows family members of inmates to visit using their personal computer, tablet, or smart phone. Another benefit of video visitation is that it brings fewer visitors to the site reducing the opportunity for contraband to enter the facility. It also allows visitors to pre-schedule visits rather than wait in line on a first come first serve basis. Video visitation is also a convenient way for lawyers to communicate with their inmate clients by allowing them to visit over the internet rather than travel to the Public Safety Center. AB 900 Phase II Projects One and Three's designs included video visitation kiosks rather than traditional in-person visiting rooms.

For those individuals who do not have access to necessary technology, the County is proposing to provide a secure remote Visitor's Center at an existing County facility, which is located at 801 11th Street in Modesto. This location will have individual video visitation kiosks, which will allow direct connections to the video visitation kiosks in the Public Safety Center facilities. The remote center will be open five days a week including holidays falling within normal operating hours. Initially the Visitor's Center will have ten kiosks available for visitation. As new phases of the Public Safety Center open, additional kiosks may be added depending on the demand.

On March 9, 2016, the Project Manager issued a Request for Qualifications and Proposals (RFQ/RFP) with a due date of May 4, 2016. The Project Manager held a mandatory pre-proposal conference and site visit on March 23, 2016. Two proposals were received from Global Tel*Link Corporation (GTL) of Reston, Virginia and iWeb Visit.com of Decatur, Alabama. Both Respondents were invited to participate in an interview process.

The Evaluation team ranked the proposals received from the Respondents using the following criteria:

Category	Points
Qualifications of the Proposer	15 Points
Proposed Schedule	30 Points
Proposed System	30 Points
Post Installation Factors	15 Points
Other Factors	10 Points
Total	100 Points

At this time, the Project Manager is recommending that the County enter into an Agreement with GTL of Reston, Virginia to install a video visitation system at the Public Safety Center based on the quality, responsiveness and competitive superiority of their proposal.

Approval to Enter into Agreements with Global Tel*Link Corporation for an Inmate Video Visitation System for the Public Safety Center; and Adjust Staffing

Below are the two Respondents' proposal scores based on the criteria listed above:

Global Tel*Link Corporation	100
iWeb Visit.com	28

GTL's proposal is within the County's budget as detailed in the Fiscal Impact section below. This Agreement will be funded using existing authorized funds from the Public Safety Center Expansion Projects AB 900 Phase II Project One and Project Three which includes contingency funds should the Inmate Video Visitation project exceed costs.

The GTL video visitation system comes in the form of Android tablets with software components that will streamline inmate processes at the Public Safety Center (PSC). This system is consistent with Section 1062, Title 15 of the California Code of Regulations, which outlines the standards for inmate visitation. When not in use for video visitations, the 55 devices located throughout the facility can be used to provide inmate services: inmate requests, limited booking information, order commissary items, request medical services, request information from the law library and file grievances. When used by visitors, the software can be potentially utilized to schedule all visits including in-person non-contact and contact visits at the Public Safety Center. To maximize the GTL system staff are recommending that future agreements be negotiated for the existing Public Safety Center Campus and the REACT Center.

Upon approval by the Board of Supervisors and receipt of proper insurance and bonds, GTL will begin working on the project with a scheduled completion in December 2016. The project includes installation of equipment throughout AB 900 Projects One and Project Three, which will be done concurrently with work being performed by Hensel Phelps, the contractor selected by the Board of Supervisors to build AB 900 Projects One and Project Three.

The video visitation system requires access to electrical systems and pre-wired kiosks that are currently under construction, and also scheduled to be completed in December.

POLICY ISSUE:

The Board of Supervisors support for this effort reflects the focus on public safety, and facility modernization.

FISCAL IMPACT:

On June 17, 2014, the Board of Supervisors approved the AB 900 Phase II Project One and Project Three budgets. Included in these budgets is \$5,232,000 in AB 900 Phase II Project One and \$1,420,462 in Project Three for construction contingency. As of July 27, 2016, the remaining contingency balance in Project One is \$1,771,139 and Project Three is \$697,361. The total cost for the proposed Inmate Video Visitation system is \$374,795 for purchase of the equipment and first year warranty and service. Of that amount \$343,577 is for AB 900 Phase II Project One and \$31,218 is for Project Three. The award of this contract is subject to approval by the State of California's Board of State and Community Corrections.

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The GTL Video Visitation proposal includes one year service and warranty. Each additional year of warranty and service will be \$104,044. The GTL proposal also includes 50% commission for the County on paid video visits. Staff is estimating revenues based on paid visiting data gathered from other county jail systems. Estimations project an increase annually as new phases of the Public Safety Expansion Projects are open. The Sheriff's Jail Transition Team created a Video Visitation Operational Plan which outlines the proposed use, operation and expected revenues from the system.

The Sheriff's team conducted a study from July 3, 2016 through July 9, 2016. During this time there were 374 visits; 36% of the current inmate population had an in person visit. The team predicts that this could increase during holiday periods to 45%. Using this information and applying it to future visits in AB 900 Phase II Project One and Project Three the Jail Transition Team is estimating future revenues based in the chart below:

Phase	Dates	Open Units	Total Video Visit Inmates	Est. Revenue
Phase I	March 2017 thru August 2017	Female Booking 120 Maximum Sec. Beds	120 (120)	\$12,700
Phase II	August 2017 thru May 2018	Male Booking Opens Add 120 Maximum Sec. Beds Open 57 Medical Mental Health Beds	 120 (240) 57 (297)	\$44,000
Phase III	May 2018 thru May 2019	Open 288 REACT Beds (Activate Tablets) Retro Minimum Housing Unit 2	288 (585) 192 (777)	\$127,000
Phase IV	May 2019 thru May 2020	Activate Final Housing Units (240 Max beds & 15 Sheltered Medical Beds) PSC Retrofit (1 kiosk per dayroom) - 5	240 (1017) 50 (1067)	\$241,000

Once all phases of the Public Safety Expansion project are complete, staff estimates that revenues from the video visitation system will fully fund the program, including the creation of a new Community Service Officer position to staff the remote visitation center.

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Cost of recommended action: \$ 374,795

Source(s) of Funding:

AB 900 Phase II Project One Contingency Funds State 90% \$ 309,219

AB 900 Project One Existing County Match \$ 34,358

PFF Funds \$ 31,218

Funding Total: \$ 374,795

Net Cost to County General Fund \$ -

Fiscal Year:

16/17

Budget Adjustment/Appropriations needed:

YES

BOARD OF SUPERVISORS' PRIORITY:

Approval of this contract is consistent with the Board of Supervisors' priority of A Safe Community by ensuring the communications at the Public Safety Center run efficiently.

STAFFING IMPACT:

It is recommended to add one Community Services Officer (CSO) position to the Sheriff – Detention allocation. The estimated annual cost of this position is \$68,307 and will be funded by the Inmate Welfare Fund. A budget adjustment for the new position will be requested as part of the First Quarter Financial Report to the Board of Supervisors. The CSO will be assigned to the off-site Visitor's Center, which will be open five days a week (Wednesday through Sunday), to screen visitors and facilitate inmate video visitation. As future phases of the Public Safety Center Expansion Projects open and existing facilities become retrofitted, estimates show that revenue from video visitation will increase and eventually fully fund this position.

This installation of the project will be successfully delivered by existing Capital Projects Staff and the Sheriff's Jail Transition Team.

CONTACT PERSON:

Patricia Hill Thomas, Project Manager, Telephone: (209) 525-6333

ATTACHMENT(S):

- A. Agreement with Global Tel*Link Corporation for AB900 Phase II Project One
- B. Agreement with Global Tel*Link Corporation for the Public Safety Center Expansion Project Three
- C. Budget Journal

ATTACHMENTS AVAILABLE
FROM CLERK

Attachment C

DO NOT CHANGE
DO NOT CHANGE
DO NOT CHANGE

DO NOT CHANGE
DO NOT CHANGE
DO NOT CHANGE


DO NOT CHANGE
ENTER AS MMM-YY (ALL CAPS FOR MMM) EX: NOV-11

DO NOT CHANGE
DO NOT CHANGE

Totals:	374795	374795
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374795 374795

JAIL EXPANSION PROJECTS MOVE TO CONTINGENCY TO COVER CONSTRUCTION OF VIDEO VISITATION SYSTEM

Requesting Department		CEO	Data Entry	Auditors Office Only	
NORMA BAKER					
Prepared by		Supervisor's Approval	Keyed by	Prepared By	Approved By
8/11/2016		8/12/16			8/12/16
Date		Date	Date	Date	Date

PROFESSIONAL SERVICES AGREEMENT

This Agreement For Professional Services is made and entered into by and between the **County of Stanislaus** ("County") and **Global Tel*Link Corporation (GTL)** whose address is 12021 Sunset Hills Road, Suite 100, Reston, VA 20190 ("Consultant"), on 15th day of August, 2016. The commencement of this contract is contingent upon approval of this contract by the State of California's Board of State and Community Corrections.

Introduction

WHEREAS, the County has a need for experienced consultants to furnish, install and maintain an inmate video visitation solution ("IVVS") at the Public Safety Center Project Three and Remote Visitation Center; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 Services: The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in GTL's Proposal dated May 4, 2016 and further refined in GTL's final Pricing dated July 14, 2016 (both of which are made a part of this Agreement by this reference), and **Exhibit A (Scope of Work)** which is attached hereto and, by this reference, made a part hereof.

1.2 Ownership of Records: Documents and drawings shall consist of all documents, original and reproducible tracings, plans and specifications, calculations, sketches, electronic data, electronic materials and information, and renderings prepared by or under the direction and control of the Consultant ("Documents"). These Documents and copyright shall be the property of the County. The Consultant may retain copies of Documents for its records. County agrees to indemnify, defend and hold Consultant harmless from and against any claims, costs, losses and damages resulting from the County's misuse of such documents.

1.3 Schedule: Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with the schedule attached hereto as **Exhibit B (Schedule)**.

1.4 Laws: The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state, County and local laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

2. Compensation

2.1 Total Compensation: The total compensation to the Consultant for the work outlined in this Agreement shall be an amount **NOT TO EXCEED** the "Total Fee" for each task set forth on **Exhibit C**. The total contract amount shall not exceed Thirty One Thousand Two Hundred Seventeen Dollars and Eighty Six Cents(\$31,217.86) as set forth on **Exhibit "C"**.

NOTICE OF PREVAILING WAGE REQUIREMENTS. NOTICE IS HEREBY GIVEN THAT PREVAILING WAGES ARE REQUIRED TO BE PAID FOR ANY WORK WHICH IS A "PUBLIC WORK." See Exhibit D for Labor compliance requirements. Labor Code Section 1771 provides:

1771. Except for public works projects of one thousand dollars(\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

2.1.1 Additional Compensation: Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.1.2 Monthly Statements: The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, the applicable task for the work, and a reasonable itemization of costs.

2.1.3 Tax Withholds: County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

2.2 Gross Revenue: Gross revenue generated by and through the inmate video visitation system, and through any other contracted services, consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Consultant that are in any way connected to the provision of Services under this Agreement.

2.2.1 Commission: As set forth in **Exhibit C** attached, Consultant shall pay a commission of 50% on total Gross Revenue (as defined above) before any deductions are made for unbillable video visits, bad debt, uncollectable visits, taxes, fraudulent visits, or any other Proposer expense.

2.2.2 Additional Fees: Any additional fees to be added to the end-user's bill / account statement or paid by the inmate or end-user (including those associated with establishing / funding pre-paid accounts) for video visitation must be approved by the County prior to implementation. Any charges / fees added to the end-user's bill / account statement for inmate video visitation services without the express written consent of the County shall incur a fine of five hundred dollars (\$500.00) per day from the date the additional charges / fees were first added through the date the charges / fees were discontinued.

2.2.2.1 Notification: The County shall notify Consultant of any unapproved additional fees and / or charges of which the County becomes aware of and shall provide Consultant with an invoice for the total fine due, for which the Consultant shall remit payment to the County within thirty (30) days.

2.2.2.2 Discontinuation: Should the County and Consultant mutually agree that the charges / fees are to be discontinued, Consultant shall refund each end-user for the unapproved charges / fees from the date the charges / fees were implemented until the date the charges / fees were discontinued.

2.2.3 Reporting: Consultant shall provide monthly commission payments and traffic detail reports inclusive of but not limited to all visits generated through the IVVS and additional contracted services generated through the IVVS to the County on or before the twenty-fifth (25th) day of the month following the traffic month. The County requires the traffic detail reports be sent electronically in an exploitable format.

3. Term

3.1 The Term to Furnish and Install: Time is of the essence in this agreement. All equipment must be furnished and installed no later than December 29, 2016 unless sooner terminated as provided below.

3.1.1 Notice to Proceed: The Consultant shall not commence work on a task until a Notice to Proceed is issued by the County. The County may elect to issue phased Notices to Proceed.

3.1.2 Successful Live Demonstration: County and Consultant agree that County shall not issue Notice to Proceed until Consultant has provided a successful live demonstration of Consultant's system for the County using the County's computer system. County and Consultant agree that in the event Consultant is unable to provide a successful live demonstration of its system on County property by August 31, 2016, County will not issue the Notice to Proceed and County shall owe no further obligation to Consultant.

3.2 The Term to Maintain: The Consultant shall provide Software License and Support and Hardware and Software Maintenance, Support and Reporting for one (1) year (Initial Term). The County shall have the option to renew this Agreement for two (2) additional years after the Initial Term (Renewal Term). Upon completion of the Renewal Term (if used), the County shall have the option to renew on a year-by-year basis not to exceed a cumulative total of ten (10) years. Consultant will be given thirty (30) days written notice prior to the expiration of the Term of the County's intention to renew or let the Agreement expire. In the event the County exercises its option to renew, all terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during the renewal terms. An

extension of the Initial Term of the Agreement will be reflected through an Amendment to the Agreement. This Agreement shall not automatically renew.

3.3 Default: Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.4 Termination by County: The County may terminate this agreement upon 15 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant, subject to any applicable setoffs.

3.5 Termination Upon Insolvency of Consultant: At the option of the County, this Agreement may terminate on the occurrence of (a) bankruptcy or insolvency of Consultant, or (b) sale of Consultant's business.

4. Representatives.

Each party shall designate a representative, authorized to act on the party's behalf with respect to this Agreement. Consultant hereby designates **Keith Bowdle** as its **Project Manager**. The County hereby designates **Patricia Hill Thomas** as **Project Manager**. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Consultant's services. Each party may delegate all or some of its representative's role and function to some other representative.

5. Required Licenses, Certificates and Permits.

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in the RFP must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

6. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant - not the County - has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

7. Insurance

7.1 Coverage: Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

7.1.1 General Liability. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of **no**

less than Two Million Dollars (\$2,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

7.1.2 **Professional Liability Insurance.** Professional errors and omissions (malpractice) liability insurance with limits of **no less than One Million Dollars (\$1,000,000) aggregate.** Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

7.1.3 **Automobile Liability Insurance.** If the Consultant or the Consultant's Board, officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of **no less than One Million Dollars (\$1,000,000) per incident or occurrence.**

7.1.4 **Workers' Compensation Insurance.** Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

7.2 **Deductibles:** Any deductibles, self-insured retention's or named insureds must be declared in writing and approved by County.

7.3 **Additional Insureds:** The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming Stanislaus County, its officers, directors, officials, agents, employees, and volunteers as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against Stanislaus County, its officers, directors, officials, agents, employees, and volunteers for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

7.4 **Primary Insurance:** The Consultant's insurance coverage shall be primary insurance regarding the County and County's Board, officers, officials, agents, and employees. Any insurance or self-insurance maintained by Stanislaus County, its officers, directors, officials, agents, employees, and volunteers shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

7.5 **Failure to Comply with Reporting:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its Board, officers, officials and employees.

7.6 Insurance Shall Apply Separately: The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.7 30 Day Notice of Cancellation: Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

7.8 Rating of Insurance Company: Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII; except as otherwise expressly approved by the County.

7.9 Subconsultant Insurance: Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

7.10 Certificates Of Insurance: At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

7.11 Limits of Liability: The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

7.12 Cancellation of Insurance: The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

7.13 Stanislaus County as Additional Insured On Consultant's Commercial General Liability and Automobile policies, the County of Stanislaus, its officers, directors, agents, employees, and volunteers, shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. Any endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

7.14 State of California as Additional Insured On Consultant's Commercial General Liability and Automobile policies, the Department of Corrections and Rehabilitation of the State of California; the Board of State and Community Corrections, an entity of the state government of the State of California; the State Public Works Board of the State of California, and their Officers, Agents, and Employees shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. Any endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

7.15 If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.

7.16 All insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County, its officers, directors, agents, employees and volunteers; the Department of Corrections and Rehabilitation of the State of California; the Board of State and Community Corrections, an entity of the state government of the State of California; the State Public Works Board of the State of California, and their officers, agents, and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by Consultant. A waiver of right of recovery (waiver of subrogation) is only required when Consultant's personnel deliver services or performs service for the County while on County property.

7.17 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

7.18 Failure to Maintain Insurance. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Consultant County shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Consultant agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

7.19 General Aggregate. Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defenses costs be included in such

general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

8. Indemnification

8.1 Indemnification: To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Consultant shall defend, indemnify and hold harmless Owner and its Supervisors, officers, agents, departments, officials, representatives and employees (collectively "**Indemnitees**") from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Consultant or its Subconsultants), expense and liability of every kind, nature and description, at law or equity, that arise out of, pertain to, or relate to (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "**Liabilities**"). Such obligations to defend, hold harmless and indemnify any Indemnatee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnatee, but shall apply to all other Liabilities.

County agrees that Consultant 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 law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the inmate video visitation monitoring and recording capabilities supplied through this Agreement. Consultant 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.

8.2 Duty to Defend: Consultant shall defend, indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by Owner, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

8.3 Subconsultants: Consultant shall place in its agreements with Subconsultants and cause its Subconsultants to agree to indemnities and insurance obligations in favor of Owner and other Indemnitees in the exact form and substance of those contained in this Agreement.

8.4 Hazardous Substances: Owner acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at any Project site is outside of Consultant's responsibilities and expertise and is not included in the scope of Services Consultant is to perform nor included in Consultant's insurance. Owner shall hire an expert Consultant in this field if the Project involves such materials. Consultant shall not be responsible or be involved in any way with the discovery, presence, handling or removal of such materials.

8.5 Duty to Cooperate: Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or Omissions in the plans or specifications of the Project.

8.6 Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert Consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the Count of any articles or services supplied in this agreement.

9. Status of Consultant

9.1 Independent Contractor: All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances, to create an employer—employee relationship, partnership, or a joint venture.

9.2 Conduct as Independent Contractor: At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

9.3 Means of performing Work: Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

9.4 Third Person Employment: If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other term of employment or requirements of law, shall be determined by the Consultant.

9.5 Services to Others: Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such

services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

9.6 W-2 Forms: It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

9.7 Claims By Third Parties: As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. Records and Audit

10.1 Term of Maintenance: Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photo static, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

10.2 Access to Writings: Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. Nondiscrimination

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation, sexual orientation, or sex. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:
County of Stanislaus:
Attn: Patricia Hill Thomas
Chief Operations Officer
1010 10th Street, Suite 6800
Modesto, CA 95354
(209) 525-4380 (phone)
(209) 525-4384 (fax)

To Consultant:
Attn: Legal Department
12021 Sunset Hills Road, Suite 100
Reston, VA 20190
(703) 955-3911 (phone)
(866) 545-2952 (e-fax)

15. Conflicts

Consultant represents and warrants 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, Consultant represents to and agrees with County that Consultant has no present, and will have no future conflict of interest between providing County services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of County.

16. Confidentiality

Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for County, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify County in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to County hereunder.

17. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this

Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

18. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.


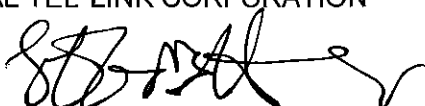

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first herein above written.

COUNTY OF STANISLAUS By:  "County"	GLOBAL TEL*LINK CORPORATION By:  "Consultant"
APPROVED AS TO FORM: By:  County Counsel	Jeffrey B. Hardinger President + COO

- Exhibit A (Scope of Work)
- Exhibit B (Schedule)
- Exhibit C (Compensation)
- Exhibit D (Labor Code – Prevailing Wage Requirements)
- Exhibit E (Bond Requirements)
- Exhibit F (Guaranty / Warranty Requirements)
- Exhibit G (Service Schedule Enhanced Services)
- Exhibit H (Installation Schedule)
- Exhibit I (Pricing)

EXHIBIT A SCOPE OF WORK

A. PROJECT DESCRIPTION

1. IVVS Background

The Consultant shall provide the County with a state of the art, best technology, turnkey Inmate Video Visitation Solution ("IVVS") which includes the programming, design, installation, operation, management and maintenance of IVVS for PSC Project One with the option to expand to other existing and future County adult detention facilities under the same pricing structure. The work shall include all materials, labor, supervision, engineering services, equipment, tools, insurance, taxes, operation, storage, management, and all other items and services required to furnish, install and operate the IVVS.

Plans relevant to the work are attached hereto as Exhibit A-1

1.2 Brief Description Of The County's Public Safety Center Projects:

The County has entered into contracts for the design-build construction of the PSC Projects with Hensel Phelps Construction Co. The Public Safety Center Expansion Project One includes approximately 135,600 square feet (sf) of housing, treatment, and program space. The PSC Projects will include two new buildings constructed primarily of steel and concrete for security and long-term durability.

PSC Project Three will be an intake, release, and transportation center, approximately 33,600 sf. Both of these facilities will be dependent on the existing, adjacent facilities for several core operational components, including, kitchen and laundry services; offender intake, release, and transportation; and staff support space.

PSC Project Three is the hub where all processing, booking, staging and transportation occurs and is the vital support for the overall jail expansion. Detention Administration, locker room and briefing rooms will be located in this facility. This project will include, but is not limited to, electrical; plumbing; mechanical; computerized heating, ventilation, and air conditioning; security; and fire protection systems. Project Three will also include a Public Lobby/Property Storage that is adjacent to, but not adjoining, the planned Project One jail facility. Video visitation, the acceptance of bonds, and the release of inmate property will all occur in the Public Lobby. Inmate personal property, personal clothing, court clothing, and other storage needs will be provided for in the Property Storage. Approximately 200 parking spaces will be provided as part of these projects for both staff and visitor parking.

All public and professional visits for these jail beds are expected to be fully serviced by IVVS by Winter 2017.

Under this Agreement, the IVVS must be adaptable and expandable to meet the ultimate capacity of 2,880 jail beds in the County, with room for expansion.

The County Sheriff's Office currently uses traditional non-contact through the glass visitation for the Public Safety Center (PSC) and Men's Jail (MJ). In response to State inmate realignment (AB 109) and a changing demographic of higher security inmate in custody, the County, in

coordination with Consultant, will address providing an IVVS that allows the County Adult Detention System to become fully serviced by Inmate Video Visitation.

The IVVS shall be designed to interface with the County's jail management system (JMS) and commissary interface. The IVVS shall have the capacity to record and store video visits at no cost to the County, with a minimum storage online of one (1) year and offline for two (2) years, with all call detail records (CDRs) stored for a minimum period of four (4) years. The Consultant will be required to provide repairs and replacement of nonworking or damaged equipment at its own expense for a minimum of three years. The Consultant shall be entirely responsible for calculating, collecting and remitting all fees and taxes, on all services and items provided to the inmates. The Consultant shall provide Traffic Detail Reports to the County electronically.

3. Visitation Codes and Regulations

The County seeks to provide a safe and efficient form of visitation of County Jail inmates. The most definitive direction given to local correctional agencies (city/county jails) is found in Title 15, California Code of Regulations (CCR). These regulations are also known as minimum jail standards and while there is not an enforcement component assigned to the regulations, clearly, the courts have relied on local jail standards in civil litigation. Additionally, the requirement to follow Title 15, Regulations, is generally tied to any State funding related to the construction of new jail facilities. Code of Regulations, Title 15, Section 1062 provides:

1062. Visiting.

(a) The facility administrator shall develop written policies and procedures for inmate visiting which shall provide for as many visits and visitors as facility schedules, space, and number of personnel will allow. For sentenced inmates in Type I facilities and all inmates in Type II facilities there shall be allowed no fewer than two visits totaling at least one hour per inmate each week. In Type III and Type IV facilities there shall be allowed one or more visits, totaling at least one hour, per week.

PSC Project One and PSC Project Three are Type II facilities.

4. Types of Visits

The following types of visits are expected to occur within the County Jail System:

- Family: Remote Video Visitation Center and IT Browser Hosted Visitation
- Professional: Client/Attorney visits via Remote Video Visitation Center and IT Browser Hosted
- Professional: Special experts, medical professionals and psychiatric care via IT Browser Hosted
- Law Enforcement, Clergy, Bail bondsman via Remote Video Visitation Center, Project Three Lobby Visiting Stations or IT Browser Hosted
- Special Non-Scheduled, Non-Approved Visitors Allowed for Special Visitation by Sheriff's Department to be hosted at the Project Three Lobby Visiting Stations or IT Browser Hosted
- Miscellaneous visiting designations as determined by the Sheriff's Department

- Currently the County has designated the former council room chambers located at 801 Modesto, CA as the Remote Video Visitation Center.

5. Adaptability

The IVVS must be adaptable and expandable to meet the needs of the County. Secure, portable solutions are also acceptable where applicable to meet the needs of the Sheriff's Office.

6. General Components to Be Included in IVVS Project Three and Remote Visitation Center

The General Components of the Public Safety Center Expansion Project Three will include, but are not limited to:

- Quantity. 6 GTL Flex™Link in-pod kiosks with one handheld listening device at the following locations.
 - Quantity. 3 in Lobby.
 - Quantity. 3 in private rooms off the Lobby.
- Quantity 1 GTL Flex™Link HW-KIOSK Pedestal with Card Reader in Lobby.
- Quantity 1 GTL Flex™Link HW-Officer Monitoring / Check-in PC with Card Reader.
- All necessary licenses/software/internet applications for remote monitoring by Sheriff's Office Administrative Staff.
- Flex™Link IVVS Kiosk Commissary Link Application

Reference Exhibit A-2 for locations of where the Equipment shall be installed.

Creation of a remote center and internet protocol (IP) hosted public interface system for off-site visitation, as well as the ability for home visitation from home/personal computer. The off-site location will be at 801 11th Street, Suite 102 Modesto, California as the Remote Video Visitation Center. Proposed Remote Video Visitation Center existing location floor layout, reference Exhibit A-1.

- Remote Video Visitation Center Project Equipment Components, at Minimum.
 - All necessary visitation kiosks and equipment to facilitate public and professional visitation. System head-end equipment. Design and Engineer acceptable equipment to accommodate inmate population.
 - Quantity. 10 GTL Flex™Link in-pod kiosks with two handheld listening devices.
 - Quantity. 1 GTL HW-Officer Monitoring / Check-in PC w/Card Reader.
 - All wiring and installation.

7. County Provided Furniture, Fixtures and Equipment

The County, in coordination with the County's independent Design-Build Contractor/s, are required to procure and provide the following furniture, fixtures and equipment (FFE) as part of this IVVS Project 1:

- Data and server room facilities, cabinets and racks.
- Fixed seating for inmates at the Public Safety Center.
- Power for Video Visitation Equipment.

4. Data for Video Visitation Equipment.

The County will procure and provide the following furniture, fixtures and equipment (FFE) as part of this IVVS Remote Video Visitation Center which will be located at 801 11th Street, Suite 102 Modesto, California:

1. The County will provide former Stanislaus County Court Room Suite 102 at 801 11th Street, Modesto, California with the following criteria as depicted in Exhibit A-1.
 - a. AREA (A) – County will erect walls to create a raised Staff Monitoring Station.
 - b. AREA (B) – County will demo existing seating and half walls to provide clear floor space.
 - c. AREA (C) – County will not make any changes to this area.
2. Data and Server Room Facilities. Connection is to be made to the County's Server Room on the second floor of 801 11th Street, Modesto in Room 213.
3. Power is located within the room.

All other furniture, fixtures and equipment not expressly included above, but required during the installation process, above shall be provided by the Consultant.

Consultants shall verify that County-provided and equipment is compatible with the proposed IVVS. The Consultant will need to coordinate with County Strategic Business Technology and Sheriff's Office Information Technology. The Consultant shall provide all new raceways and conduits for electrical and communications cabling to support the IVVS in those areas where they are not already in place at the Public Safety Center. It is the Consultant's responsibility to identify any required raceway and conduit requirements for system installation at no additional cost to this Agreement.

The Consultant shall be solely responsible for the design, procurement, installation, operation and maintenance of all IVVS hardware, software, internet applications and equipment, including hardware accessories, safety enclosures and other equipment reasonable expected as part of a turn-key IVVS.

8. General Scope of System Design

The Consultant will be required to provide Visitor Visitation Equipment for the Inmate Visitation Stations at the Public Safety Center in each of the inmate housing units.

Consultant must describe the process for the implementation of the new inmate video visitation system and minimize the impact the County Sheriff's Department will experience during the move to the new inmate video visitation system.

The County will require detention grade hardware and system components proven to provide a high quality product in the jail environment.

- A. The Consultant shall provide a plan to provide two system connectivity options: 1) hardwire local area network (LAN) and 2) wireless. County may consider wireless connectivity for certain housing units, in particular, medical and secure housing units to use portable video visitation carts or devices. A mobile device is needed as there is no Video Visitation space in the Hospital Unit.

- B. The Consultant shall coordinate, furnish, and install all Video Visitation Cabinetry, Electronics (TV's, Flat Panel Displays, CRT's, Cameras, Wireless Radios, Switches, Interface Cards, Fiber Modems, Multiplexers, Handsets, Microphones, Speakers, Workstations, Baluns, Power Supplies, Transformers, Surge Suppressors, Uninterruptible Power Supplies, Equipment Racks, Wire Management, Cabling, Electrical, along with Labeling, Signage, and Close-out Documentation (As-builts, Cable Records, Panel Schedules, and Drawings) and Software, as to provide a complete, turnkey IVVS. This includes visitor units as well as units located in the inmate housing areas.
- C. Final System Testing shall be conducted in advance of overall system acceptance. Final Testing shall be demonstrated for the Stanislaus County Sheriff's Office staff to ensure that the IVVS is functioning as specified by the equipment manufacturer and as represented by the Consultant.
- D. Training shall be included covering the technical and operational aspects of the video visitation system to include user training and related applications for up to 15 (fifteen) Sheriff's Department designees. Training shall include both operations and system maintenance. Training manual, in hard print and PDF, shall be included in the training package and shall be specific to the County operations and system.
- E. The Consultant will be required to provide a video or online tutorial and help section for Video Visitation users or schedulers (at Remote Video Visitation Center or via internet).
- F. Respondent Service Capability – The Consultant for the IVVS shall have a technical support center that provides technical services to their customers. The technical support center shall be staffed with trained and certified video system technicians/engineers. Consultant will include the cost to provide full maintenance support coverage during the hours of operation for inmate video visitation (8am until 11pm, 7 days a week, 365 days a year, including Holidays).
- G. The IVVS must provide a two way inmate management system link with the County Integrated Criminal Justice Information System (ICJIS). This will apply to all visitations, from the public and inmates.
- H. The IVVS Visitor Registration Process shall at a minimum:
 - 1) Allow for full registration of all visitor types via internet (County Hosted) and IP Hosted Browser system.
 - 2) Allow on-site registration via kiosks and shall accept an identification card for Future verification and approval by Sheriff Department staff.

- 3) Track approved visitors on an inmate list, automatically flag, disallow or deny applications for previously denied applications or prohibited users as designated by the Sheriff's Department.
- 4) Allow for the use by justice related partners, including Superior Courts, District Attorney and Public Defender, with approval by the Sheriff's Office.
- 5) The IVVS Visitation Monitoring shall at a minimum:
 - a. Provide state of the art equipment for the monitoring staff station at the Remote Visitation Center to monitor the video visitation center during established visiting days and hours.
 - b. Provide remote visitation monitoring access to Sheriff's Department staff working at the Public Safety Center, or other site as determined by the Sheriff's Department, for afterhours monitoring of the visitation system.
 - c. Provide for different classifications of user access and tracking of user activity to aid in internal monitoring.
 - d. Provide controls which include:
 - i. Immediate Visit Termination
 - ii. Pause/intervention ability
 - iii. Ability by Sheriff's staff to break in to give warning (content warning, abusive behavior, etc.)
 - iv. Ability to revoke visiting privileges system wide for approved visitor and inmate at time of incident.
 - v. Ability to store and "flag" visit video and related at the time of incident.
 - vi. Ability to provide a function to "flag" for an individual inmate or approved visitor for the storage all visitation video and data.
- 6) The IVVS Schedule Management System shall at a minimum:
 - a. Allow the scheduling of visits by approved visitors and Sheriff Department staff only.
 - b. IVVS system shall ensure that all professional visits are accommodated. At County's option, system can be configured to allow for different visitation blocks for public and professional visitors to ensure professional visitors have visitation availability. Sheriff Department staff has the ability to manually cancel paid visits to ensure priority for professional visitors.
 - c. Include a flag button for discipline or no visits allowed to certain inmates that blocks schedules and removes them from public visitation system.
 - d. Take into account classification issues (i.e., different gang factions, housing units, etc.) to limit possible conflicts within the Housing Units and at the Remote

Visitation Center. The IVVS shall allow the Sheriff's Department to input data originating in (JMS) for classification including but not limited to:

- i. Custody Level
 - ii. Gang Classification
 - iii. Housing Unit Restriction
 - iv. Visitation Restriction
- e. Automatically recognize movement of inmates between housing units; cancel previous scheduling reservations in former inmate housing unit and attempt to reschedule inmate visits in new housing units depending on availability.
 - f. Provide automatic visit change notification or cancellation by email or phone to registered and approved visitor. This action does not require staff action.
 - g. "Lockdown" cancel all visits function designed in the schedule management system.
 - h. IVVS system will incorporate the unavailability of any given inmate based on the schedule listed in the JMS. Such inmate unavailability may be attributed to activities including, but not limited to medical appointments and court appearances.
 - i. Allow visitors to see available visiting time slots (daily, weekly) at their inmate's current housing unit location.
 - j. Allow inmates to request a visitor removed or suspended from their approved visitors list.
 - k. Print upcoming scheduling logs for staff and provide on-demand, real time visitation schedule for Sheriff's Department.
 - l. Make additional visits available for compensation;
 - m. Recognize compliance-required visits versus additional fee based visits and automatically prioritize Title 15 minimum visitation requirements.
 - n. Sheriff Department staff has the ability to manually cancel paid visits to ensure priority for Title 15 free visits to ensure the mandatory required number of inmate visits are met.
 - o. Provide scheduling interface with (JMS) system. System information will be required to make an integrated self-service system function.
 - p. Inmates need to be able to view schedules via a in housing unit jail management kiosks or by printed schedule.

7) The IVVS Data Management shall at a minimum include:

- a. Ability to link to (JMS) and automatic upload to inmate visits tracking system within Sheriff's Office. System must track inmate visit availability, inmate visits taken and visitor information, at a minimum.
- b. Ability to generate reports of all visitation related information for entire life of the system that is both inmate and visit specific. Output should populate from the ICJIS two way data management system and should be producible in any standard office document (MS Excel or similar).
- c. Ability to require a COTS rack mounted recording server residing at Stanislaus County Public Safety Center. The recording server will have capacity to record all visits for a minimum of 30 days. The recording server will utilize software that will not require third party video conferencing equipment to record and store recordings. Recordings shall be the property of the County and can be loaded to a CD/DVD disk, thumb drive or high capacity storage devices owned by the County.
- d. All video output shall be non-proprietary and is not vendor specific.

NO.	DATE	BY
1	02/22/2015	STAPLEMAN COUNTY
2	02/22/2015	STAPLEMAN COUNTY
3	02/22/2015	STAPLEMAN COUNTY
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99	02/22/2015	STAPLEMAN COUNTY
100	02/22/2015	STAPLEMAN COUNTY

STAPLEMAN COUNTY
MODesto, CA 95354

TEMPORARY DAY
REPORTING
CENTER
1011 N. 11th St.
MODesto, CA 95354

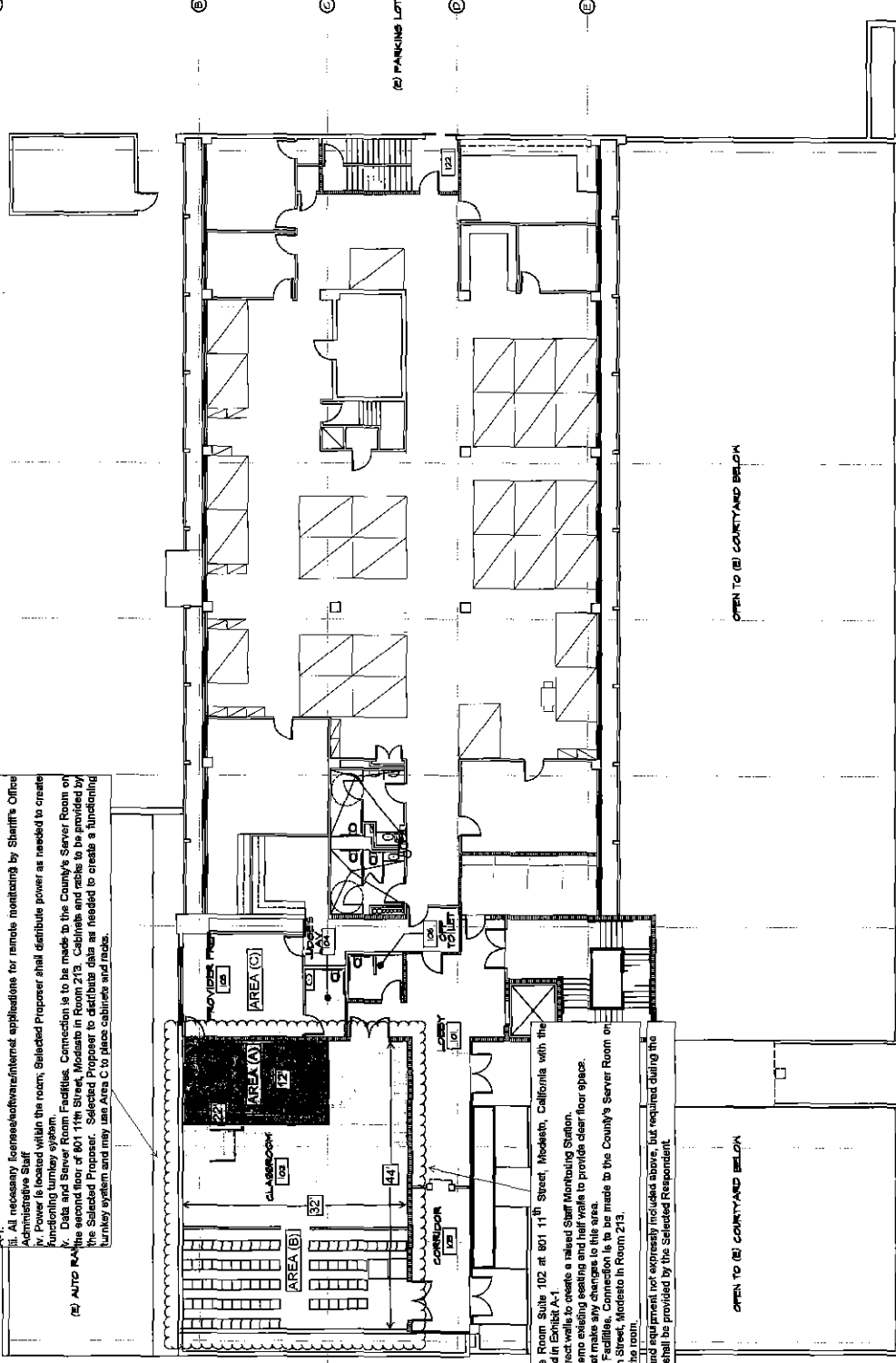
FIRST FLOOR

A2.1

DT SHEETS

1. Creation of a remote server and internet protocol (IP) limited public interface system for office visitation, as well as the ability for home visitation from home/personal computer. The office location will be at 801 11th Street, Suite 102 Modesto, California as the Remote Video Visitation Center. Proposed Remote Video Visitation Center existing location floor layout, reference Exhibit A-1.
2. Remote Video Visitation Center Project Equipment Components, at Minimum:
a. All necessary visitation kiosks and equipment to facilitate public and professional visitation. System head-end equipment. Design and Engineer acceptable equipment to accommodate private population.
3. Qty. 1 Sheriff's Office monitoring station, to be installed within Area (A) of depicted in Exhibit A-1.
4. All necessary licenses/software/internet applications for remote monitoring by Sheriff's Office Administrative Staff within the room. Selected Proposer shall distribute power as needed to create functioning turnkey system.
5. Data and Server Room Facilities. Connection is to be made to the County's Server Room on the second floor, of 801 11th Street, Modesto in Room 213. Cabinets and racks to be provided by the Selected Proposer. Selected Proposer to distribute data as needed to create a functioning turnkey system and may use Area C to place cabinets and racks.

(B) AUTO RACK

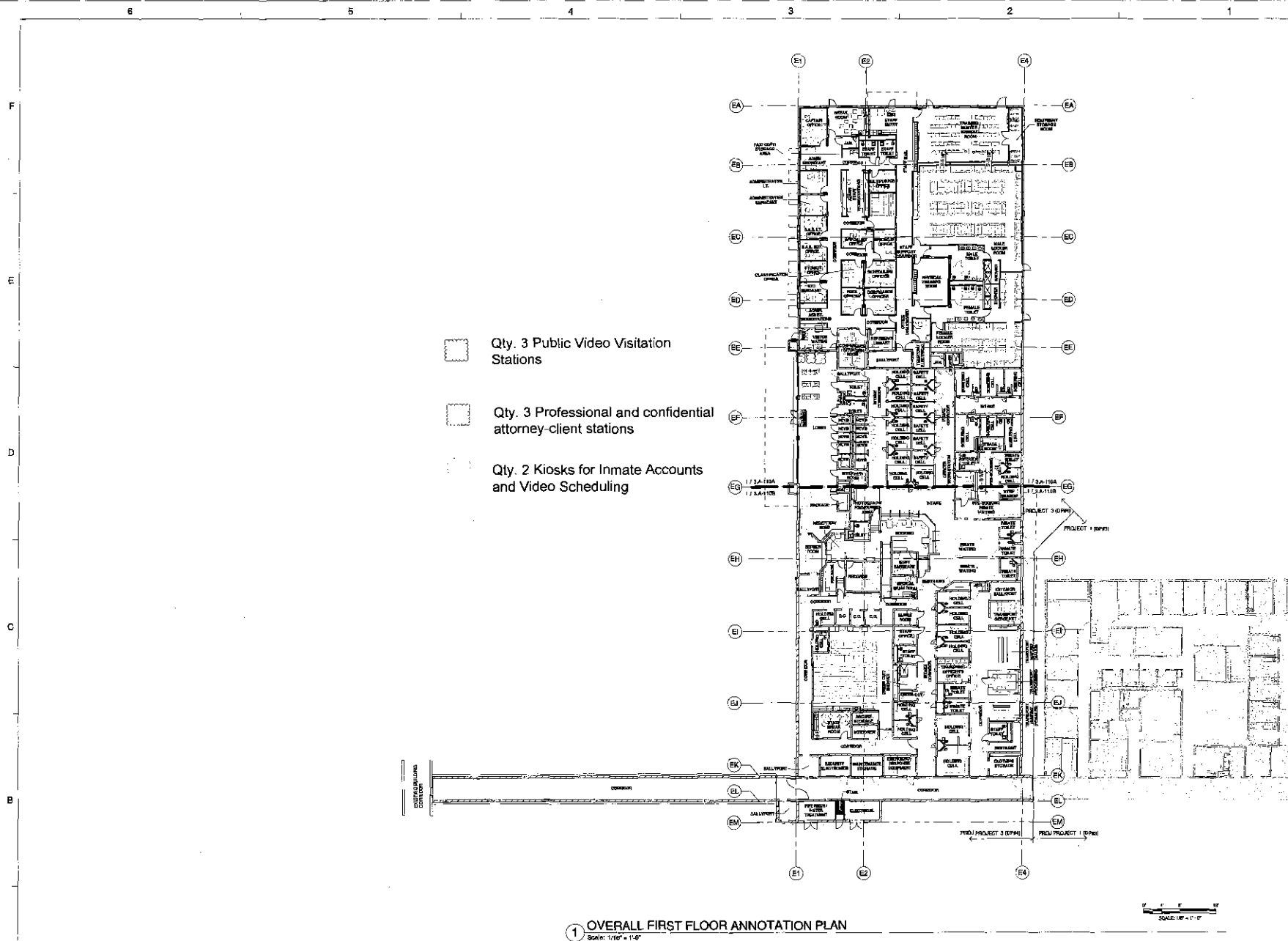


FIRST FLOOR PLAN

FOR REF. ONLY

SCALE: 1/8" = 1'-0"

Exhibit A-1



① OVERALL FIRST FLOOR ANNOTATION PLAN
Scale: 1/16" = 1'-0"

1700 Chesapeake Plaza Dr., Suite 200
San Jose, CA 95128
Tel: 408.281.1000
Fax: 408.281.1001

1100 First Street, Suite A
San Jose, CA 95128
Tel: 408.281.1000
Fax: 408.281.1001

1100 First Street, Suite A
San Jose, CA 95128
Tel: 408.281.1000
Fax: 408.281.1001

Professional Engineer
HENSEL PHELPS
1100 First Street, Suite A
San Jose, CA 95128
Tel: 408.281.1000
Fax: 408.281.1001

CALIFORNIA STATE FIRE MARSHAL
APPROVED

Approved by: *[Signature]*

KEY PLAN

PLAN "A"

PLAN "B"

STANISLAUS COUNTY PUBLIC
SAFETY CENTER EXPANSION
JAIL EXPANSION - PROJECT 3 - DP4
200 EAST HACKETT ROAD, CERES,
CA 95308

100% CONSTRUCTION DOCUMENTS

COPYRIGHT 2008 HENSEL PHELPS ARCHITECTS, ALL RIGHTS RESERVED. DATE: 04-15-08

SCALE: 1/16" = 1'-0"

No.	Description	Date
1	REVISIONS	
2	REVISIONS	
3	REVISIONS	
4	REVISIONS	
5	REVISIONS	
6	REVISIONS	
7	REVISIONS	
8	REVISIONS	
9	REVISIONS	
10	REVISIONS	

DATE: 04-15-08

TITLE: OVERALL FIRST FLOOR PLAN

PROJECT NO: 04-15-08

SHEET NO: 3.A-110

**EXHIBIT B
SCHEDULE**

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
Respondent recommendation	County staff	July 26, 2016
Selected Respondent approval	Board	August 16, 2016
Commencement of Term to Furnish And Install Equipment Under PSA	County/Selected Respondent	August 16, 2016
Completion of Term to Furnish And Install Equipment Under PSA	Selected Respondent	December 16, 2016
Commencement of Initial Term to Maintain: Software Maintenance, Support and Reporting	County/Selected Respondent	December 17, 2016
Completion of Initial Term to Maintain: Software Maintenance, Support and Reporting	Selected Respondent	December 16, 2017
Completion of 1 st extended Term (if selected)		December 16, 2018
Completion of 2 nd extended Term (if selected)		December 16, 2019
The County reserves the right to modify this schedule at any time in its sole discretion		

EXHIBIT C COMPENSATION

1. Compensation: Project Three and Remote Visitation Center: Lump Sum not-to-exceed price will be for all services, costs , and expenses – Thirty One Thousand Two Hundred Seventeen Dollars and Eighty Six Cents (\$31,217.86).

Project Three:

- State Of The Art Inmate Video Visitation Solution
- Visitation Scheduling Software
- Video Visitation Hardware and Software
- 6 Visitation Stations
- 1 Lobby HW-KIOSK-Pedestal Lobby Kiosk with Card Reader
- 1 HW-Officer Monitoring / Check-in PC with Card Reader
- Video Visitation Wiring and Installation
- Flex™Link IVVS Kiosk Commissary Link Application

Remote Video Visitation Center

- State of The Art Inmate Video Visitation Solution
- Visitation Scheduling Software
- Video Visitation Hardware and Software
- 10 Visitation Stations
- 1 HW-Officer Monitoring/Check-in PC w/Card Reader
- Video Visitation Wiring and Installation

Subtotal: \$31,217.86

- Annual Warranty Maintenance and Support for Year Two (if selected)

Subtotal: \$3,325.00

- Annual Warranty Maintenance and Support for PSC Projects 1, 3 and Remote Visitation Center for Year Three and beyond (if selected)

Subtotal: \$107,019.00

COMMISSION

2. Commission: For visits beyond those required by California Code of Regulations, Title 15, Section 1062, the Consultant may generate revenue, of which the County shall receive a commission of 50% on total Gross Revenue (as defined below) before any deductions are made for unbillable video visits, bad debt, uncollectable visits, taxes, fraudulent visits, or any other Consultant expense.

- 2.1 Gross Revenue: Gross revenue generated by and through the inmate video visitation system, and through any other contracted services, consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Consultant that are in any way connected to the provision of Services under this Agreement.

- 2.1.1 Gross revenue does not include the following:

- 2.1.1.1 Pre-Paid Account Fees: Pre-paid account fees are defined as fees imposed on end-users who set up and/or fund a pre-paid account

with the Consultant or a third party to accept video visitation. The pre-paid account fee shall not be applied on a per-visit basis. All pre-paid account fees must be approved by the County and are subject to the penalty defined below if not approved by the County in advance.

2.1.1.2 Required Regulatory Charges and Taxes that are intended to be paid by the end-user and then remitted 100% by the billing party to the appropriate governmental agency.

2.1.1.3 A "Free" Visit shall be defined as a visit not generating any revenue or compensation for the Consultant.

2.1.1.3.1 In the event the Consultant completes unauthorized free visits, the completed visits will be considered part of Gross Revenue and commission for the visits shall be due and payable to the County regardless if the Proposer can bill or collect revenue on the visits.

2.1.1.4 Complimentary and/or Promotional Visits associated with the Consultant's pre-paid program are not commissioned.

2.1.2 Complete Visit: A visit is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the end-user by positive acceptance.

2.2 Rate Requirements: Consultant shall provide 25 minute visits at a cost of \$0.40 per minute.

2.2.1 Additional Fees: Any additional fees to be added to the end-user's bill / account statement or paid by the inmate or end-user (including those associated with establishing / funding pre-paid accounts) for video visitation must be approved by the County prior to implementation. Any charges / fees added to the end-user's bill / account statement for inmate video visitation services without the express written consent of the County shall incur a fine of five hundred dollars (\$500.00) per day from the date the additional charges / fees were first added through the date the charges / fees were discontinued.

2.2.1.1 Notification: The County shall notify Consultant of any unapproved additional fees and / or charges of which the County becomes aware of and shall provide Consultant with an invoice for the total fine due, for which the Consultant shall remit payment to the County within thirty (30) days.

2.2.1.2 Discontinuation: Should the County and Consultant mutually agree that the charges / fees are to be discontinued, Consultant shall refund each end-user for the unapproved charges / fees from the date the charges / fees were implemented until the date the charges / fees were discontinued.

2.2.2 Rate Adjustments Requested by County shall be implemented within ten (10) days of the County's written request, subject to regulatory approval.

2.3 Payment and Reporting: Consultant shall provide monthly commission payments and traffic detail reports inclusive of but not limited to all visits generated through the IVVS and additional contracted services generated through the IVVS to the County on or before the twenty-fifth (25th) day of the month following the traffic month. The County requires the traffic detail reports be sent electronically in an exploitable format.

2.4 Commission Discrepancies: must be resolved by the Consultant, and to the County's satisfaction, within thirty (30) days of receipt of discrepancy notification from the County or its Designated Agent. If not resolved satisfactorily, such discrepancy will be subject to late charges described below and/or the Agreement may be terminated at the sole discretion of the County. The County further retains the right to pursue any other legal remedies it deems necessary.

2.5 Late Charges and / or Fines:

2.5.1 Late charges and / or fines for commission payments shall be equal to five percent (5%) per month of the commission due.

2.5.2 Late charges and / or fines for monthly reporting shall be a fee of \$750.00 per month for each traffic detail report, billing file and miscellaneous changes / fees report not received by the 25th day of the month following the traffic month or for each day / month each report does not contain adequate information.

2.5.3 If the commission is late and the monthly traffic detail report is late or incomplete, late charges and / or fines for both shall apply.

EXHIBIT D LABOR COMPLIANCE

Contractor and Subcontractors are responsible for complying with each and every applicable prevailing wage law.

1.0 LABOR COMPLIANCE PROGRAM

- 1.01** All Contractors and Subcontractors providing workers or performing work on the Project shall comply with California Labor Code Sections 1771.1, 1771.7 and all other applicable labor requirements.
- 1.02** All Contractors and Subcontractors providing workers or performing work on the Project shall comply with all applicable wage and hour laws.

2.0 WAGE RATES

- 2.01** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at 1010 10th Street, Suite 6800, Modesto, California 95354. Upon request, Owner will make available copies to any interested party.
- 2.02** Contractor shall post the applicable prevailing wage rates at each Project construction site.

3.0 NO DUTY TO CONTRACTOR OR SUBCONTRACTOR

- 3.01** The duty of Owner to carry out its Labor Compliance Program runs solely to the Director of the California Department of Industrial Relations and not to any worker, Contractor, subcontractor or other party..

4.0 PAYMENT OF PREVAILING WAGE RATES

- 4.01** Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Owner to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract.
- 4.02** Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement 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 holiday and overtime work fixed in the California Labor Code.

- 4.03 The Contractor is responsible for ascertaining and complying with all current general prevailing wage rates for each craft, classification, or type of worker needed to execute the Contract including any rate changes that take effect during the term of the Contract.
- 4.04 The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall ascertain and comply with all current general prevailing wage rates for each craft, classification, or type of worker needed to perform the Work, including any rate changes that take effect during the term of such contract.
- 4.05 The limited exemption from paying prevailing wage rates pursuant to California Labor Code §1771.5 shall be applied to this Contract if the exemption criteria set forth therein are met.

5.0 LABOR CODE COMPLIANT PAYROLL RECORDS

- 5.01 Contractor must maintain accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing Work on the Project. Contractor's payroll records shall also set forth the straight time and overtime hours worked each day and each week, the fringe benefits and the actual per diem wage paid to each owner, journeyman, apprentice worker or other employee employed in connection with the Project.
- 5.02 Each of Contractor's payroll record shall be verified by a written declaration that it is made under penalty of perjury and stating that the information contained in the payroll record is true and correct and that the Contractor has complied with the requirements of California Labor Code §§1771, 1811 and 1815 for any Work performed by the Contractor's employees on the Project.
- 5.03 The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall maintain accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing Work on the Project. Subcontractor's payroll records shall also set forth the straight time and overtime hours worked each day and each week, the fringe benefits and the actual per diem wage paid to each owner, journeyman, apprentice worker or other employee employed in connection with the Project.
- 5.04 The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall verified by a written declaration that it is made under penalty of perjury and stating that the information contained in the payroll record is true and correct and that the Subcontractor has complied with the requirements of California Labor Code §§1771, 1811 and 1815 for any Work performed by the Subcontractor's employees on the Project.

6.0 PAYROLL RECORD AVAILABILITY

- 6.01 The Contractor shall make available for inspection at all reasonable hours at the principal office of the Contractor, or shall furnish a certified copy, of all Contractor's payroll records for its employees employed in connection with the Work upon request by

an employee, employee representative, Owner, the Compliance Administrator or any other Owner representative, The Division of Labor Standards

- 6.02** The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall make available for inspection at all reasonable hours at the principal office of the Subcontractor, or shall furnish a certified copy of all Subcontractor's payroll records for its employees employed in connection with the Work upon request by an employee, employee representative, Owner, the Compliance Administrator or any other Owner representative, The Division of Labor Standards.
- 6.03** If the principal office of the Contractor or Subcontractor is more than twenty-five miles from the Project site, upon request from Owner, the Compliance Administrator or any other Owner representative or a worker employee, Contractor or Subcontractor shall make a certified copy of all Contractor's or Subcontractor's payroll records for its employees employed in connection with the Work available for inspection at Owner's office located at 1010 Tenth Street, Suite 2300, Modesto, CA 95354.

7.0 SUBMISSION OF WEEKLY PAYROLL RECORDS

- 7.01** Contractor shall submit to the Compliance Administrator in the manner required by the Department of Industrial Relations a certified copy of all the Contractor's payroll records for its employees employed in connection with the Work on a weekly basis. The certified payroll records for the preceding week shall be submitted on the Wednesday of the following week. In the event that a legal holiday falls on Wednesday, the certified payroll records shall be submitted on the next business day.
- 7.01.1** If there was no work performed during a given week, Contractor's certified payroll record shall be annotated: "no work" for that week.
- 7.01.2** Contractor shall mark "final" on its last submitted payroll for the Project.
- 7.02** The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall submit to the Compliance Administrator a certified copy of all the Subcontractor's payroll records for its employees employed in connection with the Work on a weekly basis. The certified payroll records for the preceding week shall be submitted on the [Wednesday] of the following week. In the event that a legal holiday falls on [Wednesday], the certified payroll records shall be submitted on the next business day.
- 7.02.1** If there was no work performed during a given week, Subcontractor's certified payroll record shall be annotated: "no work" for that week.
- 7.02.2** Subcontractor shall mark "final" on its last submitted payroll for the Project.

8.0 AUDIT AND INVESTIGATION OF COMPLIANCE

- 8.01** Owner may conduct reasonable investigation of Contractor's and/or Subcontractor's compliance with the requirements of California Labor Code §§1771, 1775, 1777..5, 1811, 1813 and 1815 and any other applicable state or federal labor law. Not more than ten days after a written or oral request from Owner, Compliance Administrator or any other Owner representative, Contractor and/or Subcontractor shall provide legible copies

of time cards, personnel sign in sheets, daily logs payroll registers, paycheck stubs, cancelled paychecks or any other document requested to authenticate or corroborate compliance with prevailing wage rate laws. Contractor and/or Subcontractor shall make the originals of the requested documents available for inspection upon request by Owner, the Compliance Administrator or any other Owner representative at all reasonable hours at the principal office of the Contractor or Subcontractor or if the principal office of the Contractor or Subcontractor is more than 25 miles from the Project site, at Owner's office located at 1010 10th Street, Suite 2300, Modesto, California 95354.

- 8.02** Contractor and/or Subcontractor shall assist Owner, the Compliance Administrator or any other Owner representative with any investigation or audit of Contractor and/or Subcontractor regarding compliance with the prevailing wage rate laws.
- 8.03** Contractor and/or Subcontractor shall make its employees available for interviews by Owner, the Compliance Administrator or any other Owner representative.
- 8.04** Neither Contractor nor Subcontractor shall take retaliatory measures against any worker on the Project for informing Owner or Compliance Administrator or Owner representative of, or responding to, any monitoring, investigation or audit of any violation or suspected violation of the prevailing wage rate laws.
- 8.05** Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, the same terms as set forth in this Document.

9.0 INADEQUATE OR DELINQUENT PAYROLL RECORDS

- 9.01** Payment under this Contract shall not be made when Contractor or Subcontractor payroll records are delinquent or inadequate.
- 9.02** Payroll records shall be considered delinquent if they are not submitted in compliance with this Document.
- 9.03** Payroll records shall also be considered delinquent if they are not submitted within ten days of any written request by Owner or Compliance Administrator or other Owner representative.
- 9.04** Payroll records shall be considered inadequate if one or more of the following conditions exists:
 - 9.04.1** The record lacks the information required by California Labor Code §1776; or
 - 9.04.2** The record contains the information required by California Labor Code §1776 but is not certified, or is certified by someone that is not an agent of the Contractor; or
 - 9.04.3** A nonconforming record remains uncorrected for one payroll period after Owner or its designee has given Contractor notice of inaccuracies detected by Owner or its designee.

10.0 NOTICE OF WITHHOLDING

10.01 Owner shall provide Contractor with notice of withholding contract payments.

10.02 Owner shall provide Contractor and Subcontractor with notice of withholding if withholding is due to Subcontractor.

11.0 REQUEST FOR REVIEW

11.01 The exclusive and only means for Contractor or Subcontractor to receive review of a decision by Owner to withhold payment for violations of the prevailing wage requirements is through the procedure set forth herein.

11.02 Contractor or Subcontractor may contest a finding that it has violated the prevailing wage requirement laws by submitted a writing clearly identified as "Request for Review" to Owner's Labor Compliance Program personnel as identified in Paragraph 2 of this Document within sixty (60) days after service of the Notice to Withhold of Contract Payments.

11.03 The Request for Review must clearly identify the Notice of Withholding Contract Payments from which review is sought, including the date of the Notice of Withholding Contract Payments or it shall include a copy of the Notice of Withholding Contract Payments as an attachment.

11.04 The Request for Review must contain a complete statement of the basis for the protest.

11.05 The Request for Review must refer to the specific portion of the Notice to Withhold that forms the basis for the protest.

11.06 The Request for Review must include the name, address, and telephone number of the person representing the protesting party.

12.0 FAILURE TO REQUEST REVIEW SHALL RESULT IN FINAL JUDGMENT

12.01 Failure by the Contractor to submit a timely Request for Review may result in a final order which shall be binding on the Contractor.

12.02 Failure by the Subcontractor to submit a timely Request for Review may result in a final order which shall be binding on the Subcontractor.

13.0 NO INTERIM PAYMENT OF WITHHELD CONTRACT PAYMENTS

13.01 Pending a final order, or the expiration of the time period for seeking review of the Notice of Withholding of Contract Payments, Owner shall not disburse any Contract payments that have been withheld.

14.0 FAILURE TO COMPLY WITH LABOR LAWS MAY RESULT IN PENALTIES

14.01 Failure by Contractor or Subcontractor to pay every employee performing Work prevailing wages may result in the Contractor and/or Subcontractor being prohibited from bidding on public works projects for up to three years.

- 14.02 Failure by Contractor or Subcontractor to pay every employee performing Work prevailing wages may result in the Contractor and/or Subcontractor being prohibited from being awarded public works projects for up to three years.
- 14.03 Failure by Contractor or Subcontractor to pay every employee performing Work prevailing wages may result in a forfeiture of the unpaid wages by the Contractor or Subcontractor.
- 14.04 Failure by Contractor or Subcontractor to pay every employee performing Work prevailing wages may result in a forfeiture of up to \$50.00 per each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.
- 14.05 Failure by Contractor or Subcontractor to submit certified copies of payroll records within ten days of a written request from Owner, the Compliance Administrator or any other Owner representative may result in a forfeiture of up to \$25.00 per each calendar day, or portion thereof, for each worker until strict compliance is effectuated.
- 14.06 Failure by Subcontractor to pay every employee performing Work prevailing wages may result in withholdings, penalties and forfeitures being assessed against Contractor.

15.0 CONTRACTOR MUST MONITOR SUBCONTRACTOR COMPLIANCE

- 15.01 Contractor shall monitor the payment of the specified general prevailing rate of per diem wages to employees by each Subcontractor by periodically reviewing the certified payroll records of each Subcontractor.

16.0 CORRECTIVE ACTION BY CONTRACTOR REGARDING SUBCONTRACTOR

- 16.01 Once the Contractor is aware that any Subcontractor has failed to pay its workers the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subcontractor for Work performed on the Project.

17.0 AFFIDAVIT PRIOR TO FINAL PAYMENT TO SUBCONTRACTOR

- 17.01 Prior to making final payment to any Subcontractor for Work performed on the Project, Contractor shall obtain an affidavit signed under penalty of perjury from each Subcontractor that each Subcontractor has paid the specified general prevailing rate of per diem wages to its employees on the Project and any amounts due under California Labor Code §1813.

18.0 NOTICE OF PRIOR VIOLATIONS OF THE PREVAILING WAGE RATES

- 18.01 Contractor shall promptly notify Owner if Contractor has been barred from bidding for or working on public works projects for any reason.
- 18.02 Contractor shall promptly notify Owner if Contractor or a firm, corporation, partnership, or association in which the Contractor has any interest has been found to have willfully violated the prevailing wage rate laws.

- 18.03** Contractor shall promptly notify Owner if Contractor or a firm, corporation, partnership, or association in which the Contractor or has any interest has been found to have violated the public works chapter of the California Labor Code with an intent to defraud.
- 18.04** The term "any interest" shall have the meaning set forth in California Labor Code §1777.1(f) or any amendment thereto.

END OF DOCUMENT

EXHIBIT E
BONDING REQUIREMENTS

1.01 Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.

- A. For all Agreements where the cost of construction exceeds \$25,000, the selected Contractor shall be required to provide both a construction performance bond and a construction labor and material payment bond, in accordance with Civil Code Section 3248 and Appendix E.1 – Construction Performance Bond and Appendix E.2 – Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).
- B. For all Agreements where the estimated cost of construction exceeds \$6,500, the selected Contractor shall be required to provide a construction performance bond in accordance with Appendix E.1 – Construction Performance Bond. Contractor may not substitute cash in lieu of the required bond(s).
- C. If the Order specifies performance retention, then Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).

EXHIBIT E.1
CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, **Stanislaus County**, a public agency of the State of California ("Owner") has awarded to **Global Tel*Link Corporation (GTL)** as Principal an Agreement dated the _____ day of _____, 20____ (the "Contract"), titled Inmate Video Visitation Solution ("IVVS") at the Public Safety Center Project Three and Remote Visitation Center in the amount of \$31,217.86, which Contract is by this reference made a part hereof, for the work described as follows:

Furnish, install and maintain a state of the art Inmate Video Visitation System at the Public Safety Center Project Three and Remote Video Visitation Center

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;
3. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
5. No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
6. Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly:
 - 6.01 Undertake through its agents or independent contractors, reasonably acceptable to Owner, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
 - 6.02 Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or

contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.

7. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others. Surety may not use Contractor to complete the Contract absent Owner's Consent.
8. No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.
9. Surety may join in any proceedings brought under the Contract and shall be bound by any judgment.
10. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

EXHIBIT E.2
CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the **Stanislaus County** ("Owner") has awarded to **Global Tel*Link Corporation (GTL)** as Principal an Agreement dated the _____ day of _____, 20____ (the "Contract"), titled Inmate Video Visitation Solution ("IVVS") at the Public Safety Center Project Three and Remote Visitation Center in the amount of \$31,217.86, which Contract is by this reference made a part hereof, for the work described as follows:

Furnish, install and maintain a state of the art Inmate Video Visitation System at the Public Safety Center Project Three and Remote Visitation Center

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Order to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
3. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE (\$31,217.86), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code §3181, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Order, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
5. This bond shall inure to the benefit of any of the persons named in California Civil Code §3181, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.
7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties,

jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

SURETY

Company: (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

EXHIBIT F
WARRANTY AND GUARANTY REQUIREMENTS

1.01 Warranty And Guaranty

- A. General Representations and Warranties. Consultant represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with Title 24, California Code of Regulations and the terms of Contract Documents. Consultant warrants that all design and construction services shall be performed in accordance with generally accepted professional standards of good and sound design and construction practices and all requirements of Contract Documents, and that the design as developed will comply with the RFP Documents and the intended use of the Project. Consultant warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, architecture and/or engineering, materials, construction and workmanship. Consultant warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, RFP Documents and all descriptions set forth therein, and all other requirements of Contract Documents. Consultant shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.
- B. Extended Guaranties. Any guaranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Consultant shall supply Owner with all warranty and guaranty documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.

EXHIBIT F.1 GUARANTY

TO: The COUNTY OF STANISLAUS ("Owner"), for construction of the Inmate Video Visitation System at 200 E. Hackett Road, Ceres, California.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Consultant hereby grants to Owner for a period of one (1) year following the date of Final Acceptance of the Work completed, or such longer period specified in Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all design, engineering, professional services, labor, materials and equipment provided by Consultant and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Consultant shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Consultant of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Consultant shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one (1) year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Consultant shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Consultant shall respond within 24 hours after being notified in writing by Owner of any Work not in accordance with the requirements of the Contract or any defects in the Work. Consultant shall commence and prosecute with due diligence all work necessary to fulfill the terms of this Guaranty, and to complete the Work within a reasonable period of time. Consultant shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Consultant fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Consultant shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Consultant fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Consultant of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Consultant shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

Consultant will be responsible for the replacement of the IVVS in its entirety or its individual components for a period of one (1) year, 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 and will occur immediately upon notification to Consultant within the agreed upon time frames for support and service.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents.

The foregoing Guaranty is in addition to any other warranties of Consultant contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Consultant under the Contract Documents and at law with respect to Consultant's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Consultant under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Consultant.

Date: _____, 20____

Consultant's name

By: _____
Signature

Print Name

Title

Street Address

City, State, Zip code

EXHIBIT G
Service Schedule
Enhanced Services

1. **Applicability.** This Service Schedule applies only to enhanced services. Where "Consultant" is used in this Service Schedule, it shall mean Global Tel*Link Corporation. Additional terms and conditions applicable to Enhanced Services may be found on Consultant's website and may be modified from time to time.

2. **Definitions.** Capitalized terms used and not otherwise defined shall have the meaning set forth in the Agreement.

"Enhanced Services" means communications products provided Video Visitation Units.

"Video Visitation Service" (or "VVS") means an Enhanced Service that permits face-to-face visits, on-site video visits, or remote video visits using a platform to facilitate inmate communications with family, friends, and attorneys.

"Video Visitation Unit" means the hardware and equipment that provides access to Video Visitation Services.

3. **Deployment Locations.** Enhanced Services will be deployed at the locations listed in the table below (individually "Location" and collectively "Locations") pursuant to schedule in Exhibit A.

Location	Location Description	# of Video Visitation Units
Project 1	200 E. Hacket Road, Ceres, California 95358	64 flex units
Project 3	200 E. Hacket Road, Ceres, California 95358	6 flex units
Remote Visitation Center	801 11th Street, Suite 102, Modesto, California 95354	10 flex units

4. **Consultant Provided Equipment, Services and Cabling.** Consultant will supply equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations in accordance with **Exhibit I** GTL Quote Summary. All right, title, and interest in and to all hardware, a one-year license for such software, and services supplied shall transfer to County upon payment in full of installation cost of \$31,217.86 pursuant to **Exhibit I**.

5. **Support and Maintenance.** One year of Annual Software License and Support, and Equipment Support and Maintenance has been included with the amount due upon installation. Pricing for second year (if selected) shall be \$3,325.00 as set forth. Pricing for third and following additional years (if selected) shall be \$107,019.00 for PSC Projects 1 and 3 and the Remote Visitation Center. Consultant will provide all support and maintenance services for the Enhanced Services, subject to the limitations described herein. Consultant will respond promptly to all support requests. The County will permit Consultant authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of the Enhanced Services, at

such times and for such purposes as reasonably necessary or appropriate to permit Consultant to perform its obligations herein.

6. Video Visitation Enhanced Services. Consultant shall be responsible for: (a) furnishing, installing, repairing and servicing the equipment listed below; (b) the performance (alone or through others) of all validation, billing, outclearing and collection services; and (c) the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of the Consultant's obligations hereunder. County and Consultant shall use best efforts to promote video visitation, including: (a) make video visitation available for at least 12 hours a day every day, without inmate session limitations except in connection with disciplinary action; (b) allow Consultant to promote the use of video visitation through, among others, the distribution of promotional material at County Facility locations, IVR recordings, the Web, and press releases; (c) allow Consultant to have promotional pricing to make video visitation an attractive alternative.

7. VVS Software. The Consultant shall deploy a hosted application server in the Consultant video visitation data center ("Licensed Software"). Such Licensed Software is offered pursuant to terms contained in this Section 7. The Consultant's VVS software provides the following functionalities for visitation scheduling: (a) unlimited number of user licenses for scheduling software; (b) facility registration and scheduling; (c) public web-based registration and scheduling; (d) multilingual web interface (English, Spanish); and (e) professional web-based registration and scheduling. The VVS software allows the County to (a) manage public and professional visits; (b) manage non-contact and contact visits; (c) manage on premises video visitation and remote video visitation; (d) establish set schedules for non-contact visits, contact, visits, on premises video visits, and remote video visits; (e) have officer check in for all on premises visits; and (f) have officer video check-in prior to remote video visitation start. The County may configure the VVS software to conform with County visitation policies, visitation restrictions, and schedules. The VVS software may be integrated with County's Jail Management System (or "JMS"); provided, however, the Consultant shall not be responsible for any charges that may be assessed for the interface or its maintenance by the County's JMS provider. County may use the VVS software for live monitoring and recording, and may request certain data reports based on the data available via the VVS software.

County acknowledges and agrees that the copyright, patent, trade secret, and all other Intellectual Property Rights of whatever nature in the Licensed Software, Interfaces, Documentation and Specifications, including any modifications or derivatives thereof are and shall remain the property of Consultant, and nothing in this Agreement should be construed as transferring any aspects of such rights to County or any third-party.

Subject to payment by County of all amounts owed for use of the Licensed Software, as provided in the Agreement, and subject also to the terms and conditions in this Agreement, Consultant grants County a non-exclusive, non-transferable, license to the Licensed Software, Interfaces, and Documentation solely for the purpose of the County's use of the Licensed Software and Documentation for its internal operations at the Facility. Said license is expressly limited to a grant to the County of the right to (a) use the Licensed Software, Interfaces, and the Documentation, but solely for the Licensee's internal operations of the Facility;

Except as explicitly provided in this Agreement, County shall not without prior written permission: (a) make available or distribute all or part of the Licensed Software, the Interfaces, or Documentation to any third party by assignment, sublicense or by any other means; (b) copy,

adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the Licensed Software, Interfaces, or Documentation; or (c) use the Licensed Software or Interfaces to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third-party access to the Licensed Software or Interfaces.

County acknowledges and agrees that this License granted hereunder extends solely to the Licensed Software and Interfaces in object form only, and that nothing in this Agreement shall be construed as granting any license whatsoever to the underlying source code that is used to generate the Licensed Software or Interfaces.

Except as expressly licensed to County under this Agreement, Consultant reserves all other right, title and interest in and to the Licensed Software, Interfaces, Documentation and Specifications. Under no circumstances shall anything in this Agreement be construed as granting to County, by implication, estoppel or otherwise, (i) a license to any technology other than the Licensed Software and Interfaces or (ii) any additional license rights for the Licensed Software, Interfaces, Documentation and Specifications other than the license expressly granted in this Agreement.

8. VVS Hardware. The Consultant will provide the following hardware and equipment for use with VVS:

- 80 Flex Units

9. Payment Terms. The County shall pay for the equipment, services, and licenses in accordance with **Exhibit I**. The following payment schedule will apply:

Upon Installation: \$31,217.86

Upon the first anniversary of this agreement (if selected) \$3,325.00

Payments must be made in check made out to the following address

Global Tel*Link Corporation
Attn: Accounts Payable
2609 Cameron Street
Mobile, AL 36607

10. VVS Rates.

Visit Duration	Charge to Visiting Party
25 minutes	\$10.00

11. VVS Commissions. Consultant shall pay County a commission every month on gross payments collected for revenue generating video visits ("Video Revenue") in accordance with the percentages provided in the table below, as applied each month. Video Revenue does not include taxes, fees and other charges collected on behalf of Local, State, Federal or other governmental agencies. Commission payments shall be completed monthly, and all commission payments shall be final and binding upon the County unless written objection is received by the Consultant within sixty (60) days of receipt of commission payment by the County.

Commission %
50

EXHIBIT H
Installation Schedule

Stanislaus County, California
 Probation Department
 Installation Schedule

Item	Task	Start Date	End Date	Notes
1	Review and Approve Equipment	04/15/04	04/22/04	
2	Equipment	04/15/04	04/22/04	
3	Equipment	04/15/04	04/22/04	
4	Equipment	04/15/04	04/22/04	
5	Equipment	04/15/04	04/22/04	
6	Equipment	04/15/04	04/22/04	
7	Equipment	04/15/04	04/22/04	
8	Equipment	04/15/04	04/22/04	
9	Equipment	04/15/04	04/22/04	
10	Equipment	04/15/04	04/22/04	
11	Equipment	04/15/04	04/22/04	
12	Equipment	04/15/04	04/22/04	
13	Equipment	04/15/04	04/22/04	
14	Equipment	04/15/04	04/22/04	
15	Equipment	04/15/04	04/22/04	
16	Equipment	04/15/04	04/22/04	
17	Equipment	04/15/04	04/22/04	
18	Equipment	04/15/04	04/22/04	
19	Equipment	04/15/04	04/22/04	
20	Equipment	04/15/04	04/22/04	
21	Equipment	04/15/04	04/22/04	
22	Equipment	04/15/04	04/22/04	
23	Equipment	04/15/04	04/22/04	
24	Equipment	04/15/04	04/22/04	
25	Equipment	04/15/04	04/22/04	
26	Equipment	04/15/04	04/22/04	
27	Equipment	04/15/04	04/22/04	
28	Equipment	04/15/04	04/22/04	
29	Equipment	04/15/04	04/22/04	
30	Equipment	04/15/04	04/22/04	
31	Equipment	04/15/04	04/22/04	
32	Equipment	04/15/04	04/22/04	
33	Equipment	04/15/04	04/22/04	
34	Equipment	04/15/04	04/22/04	
35	Equipment	04/15/04	04/22/04	
36	Equipment	04/15/04	04/22/04	
37	Equipment	04/15/04	04/22/04	
38	Equipment	04/15/04	04/22/04	
39	Equipment	04/15/04	04/22/04	
40	Equipment	04/15/04	04/22/04	
41	Equipment	04/15/04	04/22/04	
42	Equipment	04/15/04	04/22/04	
43	Equipment	04/15/04	04/22/04	
44	Equipment	04/15/04	04/22/04	
45	Equipment	04/15/04	04/22/04	
46	Equipment	04/15/04	04/22/04	
47	Equipment	04/15/04	04/22/04	
48	Equipment	04/15/04	04/22/04	
49	Equipment	04/15/04	04/22/04	
50	Equipment	04/15/04	04/22/04	
51	Equipment	04/15/04	04/22/04	
52	Equipment	04/15/04	04/22/04	
53	Equipment	04/15/04	04/22/04	
54	Equipment	04/15/04	04/22/04	
55	Equipment	04/15/04	04/22/04	
56	Equipment	04/15/04	04/22/04	
57	Equipment	04/15/04	04/22/04	
58	Equipment	04/15/04	04/22/04	
59	Equipment	04/15/04	04/22/04	
60	Equipment	04/15/04	04/22/04	
61	Equipment	04/15/04	04/22/04	
62	Equipment	04/15/04	04/22/04	
63	Equipment	04/15/04	04/22/04	
64	Equipment	04/15/04	04/22/04	
65	Equipment	04/15/04	04/22/04	
66	Equipment	04/15/04	04/22/04	
67	Equipment	04/15/04	04/22/04	
68	Equipment	04/15/04	04/22/04	
69	Equipment	04/15/04	04/22/04	
70	Equipment	04/15/04	04/22/04	
71	Equipment	04/15/04	04/22/04	
72	Equipment	04/15/04	04/22/04	
73	Equipment	04/15/04	04/22/04	
74	Equipment	04/15/04	04/22/04	
75	Equipment	04/15/04	04/22/04	
76	Equipment	04/15/04	04/22/04	
77	Equipment	04/15/04	04/22/04	
78	Equipment	04/15/04	04/22/04	
79	Equipment	04/15/04	04/22/04	
80	Equipment	04/15/04	04/22/04	
81	Equipment	04/15/04	04/22/04	
82	Equipment	04/15/04	04/22/04	
83	Equipment	04/15/04	04/22/04	
84	Equipment	04/15/04	04/22/04	
85	Equipment	04/15/04	04/22/04	
86	Equipment	04/15/04	04/22/04	
87	Equipment	04/15/04	04/22/04	
88	Equipment	04/15/04	04/22/04	
89	Equipment	04/15/04	04/22/04	
90	Equipment	04/15/04	04/22/04	
91	Equipment	04/15/04	04/22/04	
92	Equipment	04/15/04	04/22/04	
93	Equipment	04/15/04	04/22/04	
94	Equipment	04/15/04	04/22/04	
95	Equipment	04/15/04	04/22/04	
96	Equipment	04/15/04	04/22/04	
97	Equipment	04/15/04	04/22/04	
98	Equipment	04/15/04	04/22/04	
99	Equipment	04/15/04	04/22/04	
100	Equipment	04/15/04	04/22/04	

**EXHIBIT I
Pricing**



PROJECT 3
Expires October 11, 2016
Stanislaus County CA
Account Executive: Keith Bowdle

Software				
Product Name	Product Code	Qty	Partner	Extended
VisManager SaaS 5.6 Standard Base Package	RS-SW-SaaS-5.6.1020	12	\$295.00	N/C
Station Automation- 5.6 (VisStations Only)	RS-SW-SaaS-5.6.1009	12	\$295.00	N/C
VisMonitor 5.6 (view up to 8 simultaneous visits)	RS-SW-SaaS-5.6.1004	12	\$95.00	N/C
VisMonitor 5.6 (view up to 8 simultaneous visits)	RS-SW-SaaS-5.6.1004	12	\$95.00	N/C
VisMonitor 5.6 (view up to 8 simultaneous visits)	RS-SW-SaaS-5.6.1004	12	\$95.00	N/C
VisRecord Module 5.6 On Premise - VisStations (up to 8 simultaneous visits stored on premise.) Hardware and Storage NOT included	RS-SW-SaaS-5.6.1007	12	\$50.00	N/C
VisRecord Module 5.6 On Premise - VisStations (up to 8 simultaneous visits stored on premise.) Hardware and Storage NOT included	RS-SW-SaaS-5.6.1007	12	\$50.00	N/C
VisRecord Module 5.6 On Premise - VisStations (up to 8 simultaneous visits stored on premise.) Hardware and Storage NOT included	RS-SW-SaaS-5.6.1007	12	\$50.00	N/C
ID Card Reader Module 5.6	RS-SW-SaaS-5.6.1010	12	\$25.00	N/C
VisNotification Phone Module 5.6 (1 port w/English)	RS-SW-SaaS-5.6.1005	12	\$95.00	N/C
VisNotification Module 5.6 (Spanish)	RS-SW-SaaS-5.6.1001	12	\$10.00	N/C
Level 2 Support - 7x24x365	RS-SV-SaaS-5.6-2001	12	\$175.00	N/C
Subtotal:				\$0.00

Services				
Product Name	Product Code	Qty	Partner	Extended
SV-Wiring and Install		8	\$1,401.00	\$11,208.00
Subtotal:				\$11,208.00

Hardware				
Product Name	Product Code	Qty	Partner	Extended
10.1" Flex		6	\$1,500.00	\$9,000.00
HW-KIOSK-Pedestal Lobby Kiosk w/Card Reader		1	\$6,234.00	\$6,234.00
HW-Officer Monitoring/Check-in PC w/Card Reader		1	\$1,866.00	\$1,866.00

Subtotal: \$17,100.00

Total Investment \$28,308.00

Annual Support Year 2				
Product Name	Product Code	Qty	Partner	Extended
VisManager SaaS 5.6 Standard Base Package	RS-SW-SaaS-5.6.1020	12	\$295.00	N/C
Station Automation- 5.6 (VisStations Only)	RS-SW-SaaS-5.6.1009	12	\$295.00	N/C
VisMonitor 5.6 (view up to 8 simultaneous visits)	RS-SW-SaaS-5.6.1004	12	\$95.00	N/C
VisMonitor 5.6 (view up to 8 simultaneous visits)	RS-SW-SaaS-5.6.1004	12	\$95.00	N/C
VisMonitor 5.6 (view up to 8 simultaneous visits)	RS-SW-SaaS-5.6.1004	12	\$95.00	N/C
VisRecord Module 5.6 On Premise - VisStations (up to 8 simultaneous visits stored on premise.) Hardware and Storage NOT included	RS-SW-SaaS-5.6.1007	12	\$50.00	N/C
VisRecord Module 5.6 On Premise - VisStations (up to 8 simultaneous visits stored on premise.) Hardware and Storage NOT included	RS-SW-SaaS-5.6.1007	12	\$50.00	N/C
VisRecord Module 5.6 On Premise - VisStations (up to 8 simultaneous visits stored on premise.) Hardware and Storage NOT included	RS-SW-SaaS-5.6.1007	12	\$50.00	N/C
ID Card Reader Module 5.6 (Hardware sold separately for \$950)	RS-SW-SaaS-5.6.1010	12	\$25.00	N/C
VisNotification Phone Module 5.6 (1 port w/English)	RS-SW-SaaS-5.6.1005	12	\$95.00	N/C
VisNotification Module 5.6 (Spanish)	RS-SW-SaaS-5.6.1001	12	\$10.00	N/C
Level 2 Support - 7x24x365	RS-SV-SaaS-5.6-2001	12	\$175.00	N/C
SU-SUPPORT-Visitor Support- up to 600 ADP (per month)	RS-SU-5.6-1008	12	\$400.00	N/C
Network**		12	\$1,200.00	N/C
Maintenance		12	\$2,800.00	N/C
Hardware Warranty (2 years for 8 Units of Hardware per year)		8	\$175.00	\$1,400.00
			Total Year 2 Fees	\$1,400.00



REMOTE VISITATION CENTER

Expires October 11, 2016

Stanislaus County CA

Account Executive: Keith Bowdle

Software				
Product Name	Product Code	Qty	Partner	Extended
VisManager SaaS 5.6 Standard Base Package	RS-SW-SaaS-5.6.1020	12	\$295.00	N/C
Station Automation- 5.6 (VisStations Only)	RS-SW-SaaS-5.6.1009	12	\$295.00	N/C
VisMonitor 5.6 (view up to 8 simultaneous visits)	RS-SW-SaaS-5.6.1004	12	\$95.00	N/C
VisMonitor 5.6 (view up to 8 simultaneous visits)	RS-SW-SaaS-5.6.1004	12	\$95.00	N/C
VisMonitor 5.6 (view up to 8 simultaneous visits)	RS-SW-SaaS-5.6.1004	12	\$95.00	N/C
VisRecord Module 5.6 On Premise - VisStations (up to 8 simultaneous visits stored on premise.) Hardware and Storage NOT included	RS-SW-SaaS-5.6.1007	12	\$50.00	N/C
VisRecord Module 5.6 On Premise - VisStations (up to 8 simultaneous visits stored on premise.) Hardware and Storage NOT included	RS-SW-SaaS-5.6.1007	12	\$50.00	N/C
VisRecord Module 5.6 On Premise - VisStations (up to 8 simultaneous visits stored on premise.) Hardware and Storage NOT included	RS-SW-SaaS-5.6.1007	12	\$50.00	N/C
ID Card Reader Module 5.6	RS-SW-SaaS-5.6.1010	12	\$25.00	N/C
VisNotification Phone Module 5.6 (1 port w/English)	RS-SW-SaaS-5.6.1005	12	\$95.00	N/C
VisNotification Module 5.6 (Spanish)	RS-SW-SaaS-5.6.1001	12	\$10.00	N/C
Level 2 Support - 7x24x365	RS-SV-SaaS-5.6-2001	12	\$175.00	N/C
Subtotal:				\$0.00

Services				
Product Name	Product Code	Qty	Partner	Extended
SV-Wiring and Install		11	\$1,401.00	\$15,411.00
Subtotal:				\$15,411.00

Hardware

Product Name	Product Code	Qty	Partner	Extended
10.1" Flex		10	\$1,500.00	\$15,000.00
HW-Officer Monitoring/Check-in PC w/Card Reader		1	\$1,866.00	\$1,866.00
			Subtotal:	\$16,866.00

Total Investment \$32,277.00

Annual Support Year 2				
Product Name	Product Code	Qty	Partner	Extended
VisManager SaaS 5.6 Standard Base Package	RS-SW-SaaS-5.6.1020	12	\$295.00	N/C
Station Automation- 5.6 (VisStations Only)	RS-SW-SaaS-5.6.1009	12	\$295.00	N/C
VisMonitor 5.6 (view up to 8 simultaneous visits)	RS-SW-SaaS-5.6.1004	12	\$95.00	N/C
VisMonitor 5.6 (view up to 8 simultaneous visits)	RS-SW-SaaS-5.6.1004	12	\$95.00	N/C
VisMonitor 5.6 (view up to 8 simultaneous visits)	RS-SW-SaaS-5.6.1004	12	\$95.00	N/C
VisRecord Module 5.6 On Premise - VisStations (up to 8 simultaneous visits stored on premise.) Hardware and Storage NOT included	RS-SW-SaaS-5.6.1007	12	\$50.00	N/C
VisRecord Module 5.6 On Premise - VisStations (up to 8 simultaneous visits stored on premise.) Hardware and Storage NOT included	RS-SW-SaaS-5.6.1007	12	\$50.00	N/C
VisRecord Module 5.6 On Premise - VisStations (up to 8 simultaneous visits stored on premise.) Hardware and Storage NOT included	RS-SW-SaaS-5.6.1007	12	\$50.00	N/C
ID Card Reader Module 5.6 (Hardware sold separately for \$950)	RS-SW-SaaS-5.6.1010	12	\$25.00	N/C
VisNotification Phone Module 5.6 (1 port w/English)	RS-SW-SaaS-5.6.1005	12	\$95.00	N/C
VisNotification Module 5.6 (Spanish)	RS-SW-SaaS-5.6.1001	12	\$10.00	N/C
Level 2 Support - 7x24x365	RS-SV-SaaS-5.6-.2001	12	\$175.00	N/C
SU-SUPPORT-Visitor Support- up to 600 ADP (per month)	RS-SU-5.6-1008	12	\$400.00	N/C
Network**		12	\$1,200.00	N/C
Maintenance		12	\$1,000.00	N/C
Hardware Warranty (2 years for 11 Units of Hardware per year)		11	\$175.00	\$1,925.00
			Total Year 2 Fees	\$1,925.00

Annual Support Year 3+ For All Projects				
Product Name	Product Code	Qty	Partner	Extended
VisManager SaaS 5.6 Standard Base Package	RS-SW-SaaS-5.6.1020	12	\$295.00	\$3,540.00
Station Automation- 5.6 (VisStations Only)	RS-SW-SaaS-5.6.1009	12	\$295.00	\$3,540.00
VisMonitor 5.6 (view up to 8 simultaneous visits)	RS-SW-SaaS-5.6.1004	12	\$95.00	\$1,140.00
VisMonitor 5.6 (view up to 8 simultaneous visits)	RS-SW-SaaS-5.6.1004	12	\$95.00	\$1,140.00
VisMonitor 5.6 (view up to 8 simultaneous visits)	RS-SW-SaaS-5.6.1004	12	\$95.00	\$1,140.00
VisRecord Module 5.6 On Premise - VisStations (up to 8 simultaneous visits stored on premise.) Hardware and Storage NOT included	RS-SW-SaaS-5.6.1007	12	\$50.00	\$600.00
VisRecord Module 5.6 On Premise - VisStations (up to 8 simultaneous visits stored on premise.) Hardware and Storage NOT included	RS-SW-SaaS-5.6.1007	12	\$50.00	\$600.00
VisRecord Module 5.6 On Premise - VisStations (up to 8 simultaneous visits stored on premise.) Hardware and Storage NOT included	RS-SW-SaaS-5.6.1007	12	\$50.00	\$600.00
ID Card Reader Module 5.6 (Hardware sold separately for \$950)	RS-SW-SaaS-5.6.1010	12	\$25.00	\$300.00
VisNotification Phone Module 5.6 (1 port w/English)	RS-SW-SaaS-5.6.1005	12	\$95.00	\$1,140.00
VisNotification Module 5.6 (Spanish)	RS-SW-SaaS-5.6.1001	12	\$10.00	\$120.00
Level 2 Support - 7x24x365	RS-SV-SaaS-5.6-.2001	12	\$175.00	\$2,100.00
SU-SUPPORT-Visitor Support- up to 600 ADP (per month)	RS-SU-5.6-1008	12	\$400.00	\$4,800.00
Network**		12	\$3,207.00	\$38,484.00
Maintenance		12	\$2,800.00	\$33,600.00
Hardware Warranty (1 years for 81 Units of Hardware per year)		81	\$175.00	\$14,175.00
			Total Annual Fees	\$107,019.00

PROFESSIONAL SERVICES AGREEMENT

This Agreement For Professional Services is made and entered into by and between the **County of Stanislaus** ("County") and **Global Tel*Link Corporation (GTL)** whose address is 12021 Sunset Hills Road, Suite 100, Reston, VA 20190 ("Consultant"), on 15th day of August, 2016. The commencement of this contract is contingent upon approval of this contract by the State of California's Board of State and Community Corrections.

Introduction

WHEREAS, the County has a need for experienced consultants to furnish, install and maintain an inmate video visitation solution ("IVVS") at the Public Safety Center Project One and Remote Visitation Center; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 Services: The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in GTL's Proposal dated May 4, 2016 and further refined in GTL's final Pricing dated July 14, 2016 (both of which are made a part of this Agreement by this reference), and **Exhibit A (Scope of Work)** which is attached hereto and, by this reference, made a part hereof.

1.2 Ownership of Records: Documents and drawings shall consist of all documents, original and reproducible tracings, plans and specifications, calculations, sketches, electronic data, electronic materials and information, and renderings prepared by or under the direction and control of the Consultant ("Documents"). These Documents and copyright shall be the property of the County. The Consultant may retain copies of Documents for its records. County agrees to indemnify, defend and hold Consultant harmless from and against any claims, costs, losses and damages resulting from the County's misuse of such documents.

1.3 Schedule: Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with the schedule attached hereto as **Exhibit B (Schedule)**.

1.4 Laws: The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state, County and local laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

2. Compensation

2.1 Total Compensation: The total compensation to the Consultant for the work outlined in this Agreement shall be an amount **NOT TO EXCEED** the "Total Fee" for each task set forth on **Exhibit C**. The total contract amount shall not exceed Three Hundred Forty Three Thousand Five Hundred Seventy Six Dollars and Fourteen Cents (\$343,576.14) as set forth on **Exhibit "C"**.

NOTICE OF PREVAILING WAGE REQUIREMENTS. NOTICE IS HEREBY GIVEN THAT PREVAILING WAGES ARE REQUIRED TO BE PAID FOR ANY WORK WHICH IS A "PUBLIC WORK." See Exhibit D for Labor compliance requirements. Labor Code Section 1771 provides:

1771. Except for public works projects of one thousand dollars(\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

2.1.1 Additional Compensation: Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.1.2 Monthly Statements: The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, the applicable task for the work, and a reasonable itemization of costs.

2.1.3 Tax Withholds: County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

2.2 Gross Revenue: Gross revenue generated by and through the inmate video visitation system, and through any other contracted services, consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Consultant that are in any way connected to the provision of Services under this Agreement.

2.2.1 Commission: As set forth in **Exhibit C** attached, Consultant shall pay a commission of 50% on total Gross Revenue (as defined above) before any deductions are

made for unbillable video visits, bad debt, uncollectable visits, taxes, fraudulent visits, or any other Proposer expense.

2.2.2 Additional Fees: Any additional fees to be added to the end-user's bill / account statement or paid by the inmate or end-user (including those associated with establishing / funding pre-paid accounts) for video visitation must be approved by the County prior to implementation. Any charges / fees added to the end-user's bill / account statement for inmate video visitation services without the express written consent of the County shall incur a fine of five hundred dollars (\$500.00) per day from the date the additional charges / fees were first added through the date the charges / fees were discontinued.

2.2.2.1 Notification: The County shall notify Consultant of any unapproved additional fees and / or charges of which the County becomes aware of and shall provide Consultant with an invoice for the total fine due, for which the Consultant shall remit payment to the County within thirty (30) days.

2.2.2.2 Discontinuation: Should the County and Consultant mutually agree that the charges / fees are to be discontinued, Consultant shall refund each end-user for the unapproved charges / fees from the date the charges / fees were implemented until the date the charges / fees were discontinued.

2.2.3 Reporting: Consultant shall provide monthly commission payments and traffic detail reports inclusive of but not limited to all visits generated through the IVVS and additional contracted services generated through the IVVS to the County on or before the twenty-fifth (25th) day of the month following the traffic month. The County requires the traffic detail reports be sent electronically in an exploitable format.

3. Term

3.1 The Term to Furnish and Install: Time is of the essence in this agreement. All equipment must be furnished and installed no later than December 29, 2016 unless sooner terminated as provided below.

3.1.1 Notice to Proceed: The Consultant shall not commence work on a task until a Notice to Proceed is issued by the County. The County may elect to issue phased Notices to Proceed.

3.1.2 Successful Live Demonstration: County and Consultant agree that County shall not issue Notice to Proceed until Consultant has provided a successful live demonstration of Consultant's system for the County using the County's computer system. County and Consultant agree that in the event Consultant is unable to provide a successful live demonstration of its system on County property by August 31, 2016, County will not issue the Notice to Proceed and County shall owe no further obligation to Consultant.

3.2 The Term to Maintain: The Consultant shall provide Software License and Support and Hardware and Software Maintenance, Support and Reporting for one (1) year (Initial Term). The County shall have the option to renew this Agreement for two (2) additional years after the Initial Term (Renewal Term). Upon completion of the Renewal Term (if used), the County shall have the option to renew on a year-by-year basis not to exceed a cumulative total of ten (10) years. Consultant will be given thirty (30) days written notice prior to the expiration of the Term of the County's intention to renew or let the Agreement expire. In the event the County exercises its option to renew, all terms and conditions, requirements and

specifications of the Agreement shall remain the same and apply during the renewal terms. An extension of the Initial Term of the Agreement will be reflected through an Amendment to the Agreement. This Agreement shall not automatically renew.

3.3 Default: Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.4 Termination by County: The County may terminate this agreement upon 15 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant, subject to any applicable setoffs.

3.5 Termination Upon Insolvency of Consultant: At the option of the County, this Agreement may terminate on the occurrence of (a) bankruptcy or insolvency of Consultant, or (b) sale of Consultant's business.

4. Representatives.

Each party shall designate a representative, authorized to act on the party's behalf with respect to this Agreement. Consultant hereby designates **Keith Bowdle** as its **Project Manager**. The County hereby designates **Patricia Hill Thomas** as **Project Manager**. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Consultant's services. Each party may delegate all or some of its representative's role and function to some other representative.

5. Required Licenses, Certificates and Permits.

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in the RFP must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

6. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant - not the County - has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

7. Insurance

7.1 Coverage: Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

7.1.1 **General Liability.** Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of **no less than Two Million Dollars (\$2,000,000)** per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

7.1.2 **Professional Liability Insurance.** Professional errors and omissions (malpractice) liability insurance with limits of **no less than One Million Dollars (\$1,000,000) aggregate.** Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

7.1.3 **Automobile Liability Insurance.** If the Consultant or the Consultant's Board, officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of **no less than One Million Dollars (\$1,000,000) per incident or occurrence.**

7.1.4 **Workers' Compensation Insurance.** Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

7.2 **Deductibles:** Any deductibles, self-insured retention's or named insureds must be declared in writing and approved by County.

7.3 **Additional Insureds:** The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming Stanislaus County, its officers, directors, officials, agents, employees, and volunteers as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against Stanislaus County, its officers, directors, officials, agents, employees, and volunteers for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

7.4 **Primary Insurance:** The Consultant's insurance coverage shall be primary insurance regarding the County and County's Board, officers, officials, agents, and employees. Any insurance or self-insurance maintained by Stanislaus County, its officers, directors, officials, agents, employees, and volunteers shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

7.5 **Failure to Comply with Reporting:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its Board, officers, officials and employees.

7.6 Insurance Shall Apply Separately: The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.7 30 Day Notice of Cancellation: Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

7.8 Rating of Insurance Company: Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII; except as otherwise expressly approved by the County.

7.9 Subconsultant Insurance: Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

7.10 Certificates Of Insurance: At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

7.11 Limits of Liability: The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

7.12 Cancellation of Insurance. The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

7.13 Stanislaus County as Additional Insured On Consultant's Commercial General Liability and Automobile policies, the County of Stanislaus, its officers, directors, agents, employees, and volunteers, shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. Any endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG

20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

7.14 State of California as Additional Insured On Consultant's Commercial General Liability and Automobile policies, the Department of Corrections and Rehabilitation of the State of California; the Board of State and Community Corrections, an entity of the state government of the State of California; the State Public Works Board of the State of California, and their Officers, Agents, and Employees shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. Any endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

7.15 If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.

7.16 All insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County, its officers, directors, agents, employees and volunteers; the Department of Corrections and Rehabilitation of the State of California; the Board of State and Community Corrections, an entity of the state government of the State of California; the State Public Works Board of the State of California, and their officers, agents, and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by Consultant. A waiver of right of recovery (waiver of subrogation) is only required when Consultant's personnel deliver services or performs service for the County while on County property.

7.17 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

7.18 Failure to Maintain Insurance. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Consultant County shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Consultant agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

7.19 General Aggregate. Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual

aggregate limit or provides that claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

8. Indemnification

8.1 Indemnification: To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Consultant shall defend, indemnify and hold harmless Owner and its Supervisors, officers, agents, departments, officials, representatives and employees (collectively "**Indemnitees**") from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Consultant or its Subconsultants), expense and liability of every kind, nature and description, at law or equity, that arise out of, pertain to, or relate to (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "**Liabilities**"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee, but shall apply to all other Liabilities.

County agrees that Consultant 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 law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the inmate video visitation monitoring and recording capabilities supplied through this Agreement. Consultant 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.

8.2 Duty to Defend: Consultant shall defend, indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by Owner, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

8.3 Subconsultants: Consultant shall place in its agreements with Subconsultants and cause its Subconsultants to agree to indemnities and insurance obligations in favor of Owner and other Indemnitees in the exact form and substance of those contained in this Agreement.

8.4 Hazardous Substances: Owner acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at any Project site is outside of Consultant's responsibilities and expertise and is not included in the scope of Services Consultant is to perform nor included in Consultant's insurance.

Owner shall hire an expert Consultant in this field if the Project involves such materials. Consultant shall not be responsible or be involved in any way with the discovery, presence, handling or removal of such materials.

8.5 Duty to Cooperate: Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or Omissions in the plans or specifications of the Project.

8.6 Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert Consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied in this agreement.

9. Status of Consultant

9.1 Independent Contractor: All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances, to create an employer—employee relationship, partnership, or a joint venture.

9.2 Conduct as Independent Contractor: At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

9.3 Means of performing Work: Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

9.4 Third Person Employment: If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other term of employment or requirements of law, shall be determined by the Consultant.

9.5 Services to Others: Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

9.6 W-2 Forms: It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

9.7 Claims By Third Parties: As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. Records and Audit

10.1 Term of Maintenance: Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photo static, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

10.2 Access to Writings: Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. Nondiscrimination

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation, sexual orientation, or sex. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or

subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:
County of Stanislaus:
Attn: Patricia Hill Thomas
Chief Operations Officer
1010 10th Street, Suite 6800
Modesto, CA 95354
(209) 525-4380 (phone)
(209) 525-4384 (fax)

To Consultant:
Attn: Legal Department
12021 Sunset Hills Road, Suite 100
Reston, VA 20190
(703) 955-3911 (phone)
(866) 545-2952 (e-fax)

15. Conflicts

Consultant represents and warrants 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, Consultant represents to and agrees with County that Consultant has no present, and will have no future conflict of interest between providing County services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of County.

16. Confidentiality

Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for County, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify County in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to County hereunder.

17. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

18. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first herein above written.




COUNTY OF STANISLAUS	GLOBAL TEL*LINK CORPORATION
By:  "County"	By:  "Consultant"
APPROVED AS TO FORM:	Jeffrey B. Haidinger President + COO
By:  County Counsel	

Exhibit A (Scope of Work)

Exhibit B (Schedule)

Exhibit C (Compensation)

Exhibit D (Labor Code – Prevailing Wage Requirements)

Exhibit E (Bond Requirements)

Exhibit F (Guaranty / Warranty Requirements)

Exhibit G (Service Schedule Enhanced Services)

Exhibit H (Installation Schedule)

Exhibit I (Pricing)

EXHIBIT A SCOPE OF WORK

A. PROJECT DESCRIPTION

1. IVVS Background

The Consultant shall provide the County with a state of the art, best technology, turnkey Inmate Video Visitation Solution ("IVVS") which includes the programming, design, installation, operation, management and maintenance of IVVS for PSC Project One with the option to expand to other existing and future County adult detention facilities under the same pricing structure. The work shall include all materials, labor, supervision, engineering services, equipment, tools, insurance, taxes, operation, storage, management, and all other items and services required to furnish, install and operate the IVVS.

Plans relevant to the work are attached hereto as Exhibit A-1

1.2 Brief Description Of The County's Public Safety Center Projects:

The County has entered into contracts for the design-build construction of the PSC Projects with Hensel Phelps Construction Co. The Public Safety Center Expansion Project One includes approximately 135,600 square feet (sf) of housing, treatment, and program space. The PSC Projects will include two new buildings constructed primarily of steel and concrete for security and long-term durability.

PSC Project One will be a jail expansion, approximately 135,600 sf, that includes two maximum security adult detention housing units, one medical/mental health housing unit, a health services unit, a security administration (control) center, and all necessary circulation and common space.

The two maximum security housing units will each provide approximately 240 beds and the medical/mental health housing unit will provide approximately 72 beds, for a total of approximately 552 beds (Each of the housing units will include secure sally port entry, a unit security control room, video visitation cubicles, showers, secure dayrooms and outdoor recreation space, a retherm kitchen, and multipurpose and interview rooms. The housing units will also include program services space for adult education, religious services, counseling, self-help classes, mental health evaluations/classes, and other life-skills and job/career preparatory programs to help reduce recidivism and assist with rehabilitation.

The health services unit will include health care staff office space, secure records space, holding cells, dental services space, an equipment room and workstation, a pharmacy, a conference room, a laboratory, exam rooms, sheltered housing space, an anteroom, and officer and nurse workstations. The security administration (control) center will include central control, sally port entry, armory and key control, staff briefing space, facility commander and other shift/watch command office space, and multipurpose and interview rooms.

All public and professional visits for these jail beds are expected to be fully serviced by IVVS by Winter 2017.

Under this Agreement, the IVVS must be adaptable and expandable to meet the ultimate capacity of 2,880 jail beds in the County, with room for expansion.

The County Sheriff's Office currently uses traditional non-contact through the glass visitation for the Public Safety Center (PSC) and Men's Jail (MJ). In response to State inmate realignment (AB 109) and a changing demographic of higher security inmate in custody, the County, in coordination with Consultant, will address providing an IVVS that allows the County Adult Detention System to become fully serviced by Inmate Video Visitation.

The IVVS shall be designed to interface with the County's jail management system (JMS) and commissary interface. The IVVS shall have the capacity to record and store video visits at no cost to the County, with a minimum storage online of one (1) year and offline for two (2) years, with all call detail records (CDRs) stored for a minimum period of four (4) years. The Consultant will be required to provide repairs and replacement of nonworking or damaged equipment at its own expense for a minimum of three years. The Consultant shall be entirely responsible for calculating, collecting and remitting all fees and taxes, on all services and items provided to the inmates. The Consultant shall provide Traffic Detail Reports to the County electronically.

3. Visitation Codes and Regulations

The County seeks to provide a safe and efficient form of visitation of County Jail inmates. The most definitive direction given to local correctional agencies (city/county jails) is found in Title 15, California Code of Regulations (CCR). These regulations are also known as minimum jail standards and while there is not an enforcement component assigned to the regulations, clearly, the courts have relied on local jail standards in civil litigation. Additionally, the requirement to follow Title 15, Regulations, is generally tied to any State funding related to the construction of new jail facilities. Code of Regulations, Title 15, Section 1062 provides:

1062. Visiting.

(a) The facility administrator shall develop written policies and procedures for inmate visiting which shall provide for as many visits and visitors as facility schedules, space, and number of personnel will allow. For sentenced inmates in Type I facilities and all inmates in Type II facilities there shall be allowed no fewer than two visits totaling at least one hour per inmate each week. In Type III and Type IV facilities there shall be allowed one or more visits, totaling at least one hour, per week.

PSC Project One and PSC Project Three are Type II facilities.

4. Types of Visits

The following types of visits are expected to occur within the County Jail System:

- Family: Remote Video Visitation Center and IT Browser Hosted Visitation
- Professional: Client/Attorney visits via Remote Video Visitation Center and IT Browser Hosted
- Professional: Special experts, medical professionals and psychiatric care via IT Browser Hosted
- Law Enforcement, Clergy, Bail bondsman via Remote Video Visitation Center, Project Three Lobby Visiting Stations or IT Browser Hosted
- Special Non-Scheduled, Non-Approved Visitors Allowed for Special Visitation by

Sheriff's Department to be hosted at the Project Three Lobby Visiting Stations or IT Browser Hosted

- Miscellaneous visiting designations as determined by the Sheriff's Department
- Currently the County has designated the former council room chambers located at 801 Modesto, CA as the Remote Video Visitation Center.

5. Adaptability

The IVVS must be adaptable and expandable to meet the needs of the County. Secure, portable solutions are also acceptable where applicable to meet the needs of the Sheriff's Office.

6. General Components to Be Included in IVVS Project One and Remote Visitation Center

The General Components of the Public Safety Center Expansion Project One will include, but are not limited to:

- a. Quantity. 36 GTL FlexTMLink in-pod kiosks with one handheld listening device at the following locations:
 - i. Quantity. 30 in Typical Video Visitation Rooms.
 - ii. Quantity. 6 in Building B Unit Dayrooms.
- b. Quantity. 9 portable inmate video visitation stations at the following locations:
 - i. Quantity. 6 portable IVVS stations housed in Building A, room-A157
 - ii. Quantity. 3 portable IVVS stations housed in Building B, room-B125
- c. All necessary licenses/software/internet applications for remote monitoring by Sheriff's Office Custody Staff at Unit Control.
- d. All necessary license/software application for remote monitoring in the SHU Medical Housing Work Station.
- e. Locate head-end server equipment, application server and storage server in this Project One location (if applicable to Proposal).
- g. 19 GTL FlexTMLink in-pod kiosks with one handheld listening device for jail management at the following locations:
 - i. Quantity. 18 located in Buildings; B, C, and D Rec Yards
 - ii. Quantity. 1 portable unit located in Building A, room A157
- h. FlexTMLink IVVS Kiosk Inmate Request Link Application
- i. FlexTMLink IVVS Kiosk Grievance Link Application
- j. FlexTMLink IVVS Kiosk Commissary Link Application

Reference Exhibit A-2 for locations of where the Equipment shall be installed.

Creation of a remote center and internet protocol (IP) hosted public interface system for off-site visitation, as well as the ability for home visitation from home/personal computer. The off-site location will be at 801 11th Street, Suite 102 Modesto, California as the Remote Video Visitation Center. Proposed Remote Video Visitation Center existing location floor layout, reference Exhibit A-1.

- a. Remote Video Visitation Center Project Equipment Components, at Minimum.
 - i. All necessary visitation kiosks and equipment to facilitate public and professional visitation. System head-end equipment. Design and Engineer acceptable equipment to accommodate inmate population.
 - ii. Quantity. 10 GTL FlexTMLink in-pod kiosks with two handheld listening devices.

- iii. Quantity. 1 GTL HW-Officer Monitoring / Check-in PC w/Card Reader.
- iv. All wiring and installation.

7. County Provided Furniture, Fixtures and Equipment

The County, in coordination with the County's independent Design-Build Contractor/s, are required to procure and provide the following furniture, fixtures and equipment (FFE) as part of this IVVS Project 1:

- 1. Data and server room facilities, cabinets and racks.
- 2. Fixed seating for inmates at the Public Safety Center.
- 3. Power for Video Visitation Equipment.
- 4. Data for Video Visitation Equipment.

The County will procure and provide the following furniture, fixtures and equipment (FFE) as part of this IVVS Remote Video Visitation Center which will be located at 801 11th Street, Suite 102 Modesto, California:

- 1. The County will provide former Stanislaus County Court Room Suite 102 at 801 11th Street, Modesto, California with the following criteria as depicted in Exhibit A-1.
 - a. AREA (A) – County will erect walls to create a raised Staff Monitoring Station.
 - b. AREA (B) – County will demo existing seating and half walls to provide clear floor space.
 - c. AREA (C) – County will not make any changes to this area.
- 2. Data and Server Room Facilities. Connection is to be made to the County's Server Room on the second floor of 801 11th Street, Modesto in Room 213.
- 3. Power is located within the room.

All other furniture, fixtures and equipment not expressly included above, but required during the installation process, above shall be provided by the Consultant.

Consultants shall verify that County-provided and equipment is compatible with the proposed IVVS. The Consultant will need to coordinate with County Strategic Business Technology and Sheriff's Office Information Technology. The Consultant shall provide all new raceways and conduits for electrical and communications cabling to support the IVVS in those areas where they are not already in place at the Public Safety Center. It is the Consultant's responsibility to identify any required raceway and conduit requirements for system installation at no additional cost to this Agreement.

The Consultant shall be solely responsible for the design, procurement, installation, operation and maintenance of all IVVS hardware, software, internet applications and equipment, including hardware accessories, safety enclosures and other equipment reasonable expected as part of a turn-key IVVS.

8. General Scope of System Design

The Consultant will be required to provide Visitor Visitation Equipment for the Inmate Visitation Stations at the Public Safety Center in each of the inmate housing units.

Consultant must describe the process for the implementation of the new inmate video visitation system and minimize the impact the County Sheriff's Department will experience during the

move to the new inmate video visitation system.

The County will require detention grade hardware and system components proven to provide a high quality product in the jail environment.

- A. The Consultant shall provide a plan to provide two system connectivity options: 1) hardwire local area network (LAN) and 2) wireless. County may consider wireless connectivity for certain housing units, in particular, medical and secure housing units to use portable video visitation carts or devices. A mobile device is needed as there is no Video Visitation space in the Hospital Unit.
- B. The Consultant shall coordinate, furnish, and install all Video Visitation Cabinetry, Electronics (TV's, Flat Panel Displays, CRT's, Cameras, Wireless Radios, Switches, Interface Cards, Fiber Modems, Multiplexers, Handsets, Microphones, Speakers, Workstations, Baluns, Power Supplies, Transformers, Surge Suppressors, Uninterruptible Power Supplies, Equipment Racks, Wire Management, Cabling, Electrical, along with Labeling, Signage, and Close-out Documentation (As-builts, Cable Records, Panel Schedules, and Drawings) and Software, as to provide a complete, turnkey IVVS. This includes visitor units as well as units located in the inmate housing areas.
- C. Final System Testing shall be conducted in advance of overall system acceptance. Final Testing shall be demonstrated for the Stanislaus County Sheriff's Office staff to ensure that the IVVS is functioning as specified by the equipment manufacturer and as represented by the Consultant.
- D. Training shall be included covering the technical and operational aspects of the video visitation system to include user training and related applications for up to 15 (fifteen) Sheriff's Department designees. Training shall include both operations and system maintenance. Training manual, in hard print and PDF, shall be included in the training package and shall be specific to the County operations and system.
- E. The Consultant will be required to provide a video or online tutorial and help section for Video Visitation users or schedulers (at Remote Video Visitation Center or via internet).
- F. Respondent Service Capability – The Consultant for the IVVS shall have a technical support center that provides technical services to their customers. The technical support center shall be staffed with trained and certified video system technicians/engineers. Consultant will include the cost to provide full maintenance support coverage during the hours of operation for inmate video visitation (8am until 11pm, 7 days a week, 365 days a year, including Holidays).
- G. The IVVS must provide a two way inmate management system link with the County Integrated Criminal Justice Information System (ICJIS). This will apply to all visitations,

from the public and inmates.

H. The IVVS Visitor Registration Process shall at a minimum:

- 1) Allow for full registration of all visitor types via internet (County Hosted) and IP Hosted Browser system.
- 2) Allow on-site registration via kiosks and shall accept an identification card for Future verification and approval by Sheriff Department staff.
- 3) Track approved visitors on an inmate list. automatically flag, disallow or deny applications for previously denied applications or prohibited users as designated by the Sheriff's Department.
- 4) Allow for the use by justice related partners, including Superior Courts, District Attorney and Public Defender, with approval by the Sheriff's Office.
- 5) The IVVS Visitation Monitoring shall at a minimum:
 - a. Provide state of the art equipment for the monitoring staff station at the Remote Visitation Center to monitor the video visitation center during established visiting days and hours.
 - b. Provide remote visitation monitoring access to Sheriff's Department staff working at the Public Safety Center, or other site as determined by the Sheriff's Department, for afterhours monitoring of the visitation system.
 - c. Provide for different classifications of user access and tracking of user activity to aid in internal monitoring.
 - d. Provide controls which include:
 - i. Immediate Visit Termination
 - ii. Pause/intervention ability
 - iii. Ability by Sheriff's staff to break in to give warning (content warning, abusive behavior, etc.)
 - iv. Ability to revoke visiting privileges system wide for approved visitor and inmate at time of incident.
 - v. Ability to store and "flag" visit video and related at the time of incident.
 - vi. Ability to provide a function to "flag" for an individual inmate or approved visitor for the storage all visitation video and data.
- 6) The IVVS Schedule Management System shall at a minimum:
 - a. Allow the scheduling of visits by approved visitors and Sheriff Department staff only.
 - b. IVVS system shall ensure that all professional visits are accommodated. At County's option, system can be configured to allow for different visitation blocks

for public and professional visitors to ensure professional visitors have visitation availability. Sheriff Department staff has the ability to manually cancel paid visits to ensure priority for professional visitors.

- c. Include a flag button for discipline or no visits allowed to certain inmates that blocks schedules and removes them from public visitation system.
- d. Take into account classification issues (i.e., different gang factions, housing units, etc.) to limit possible conflicts within the Housing Units and at the Remote Visitation Center. The IVVS shall allow the Sheriff's Department to input data originating in (JMS) for classification including but not limited to:
 - i. Custody Level
 - ii. Gang Classification
 - iii. Housing Unit Restriction
 - iv. Visitation Restriction
- e. Automatically recognize movement of inmates between housing units; cancel previous scheduling reservations in former inmate housing unit and attempt to reschedule inmate visits in new housing units depending on availability.
- f. Provide automatic visit change notification or cancellation by email or phone to registered and approved visitor. This action does not require staff action.
- g. "Lockdown" cancel all visits function designed in the schedule management system.
- h. IVVS system will incorporate the unavailability of any given inmate based on the schedule listed in the JMS. Such inmate unavailability may be attributed to activities including, but not limited to medical appointments and court appearances.
- i. Allow visitors to see available visiting time slots (daily, weekly) at their inmate's current housing unit location.
- j. Allow inmates to request a visitor removed or suspended from their approved visitors list.
- k. Print upcoming scheduling logs for staff and provide on-demand, real time visitation schedule for Sheriff's Department.
- l. Make additional visits available for compensation;
- m. Recognize compliance-required visits versus additional fee based visits and automatically prioritize Title 15 minimum visitation requirements.

- n. Sheriff Department staff has the ability to manually cancel paid visits to ensure priority for Title 15 free visits to ensure the mandatory required number of inmate visits are met.
 - o. Provide scheduling interface with (JMS) system. System information will be required to make an integrated self-service system function.
 - p. Inmates need to be able to view schedules via a in housing unit jail management kiosks or by printed schedule.
- 7) The IVVS Data Management shall at a minimum include:
- a. Ability to link to (JMS) and automatic upload to inmate visits tracking system within Sheriff's Office. System must track inmate visit availability, inmate visits taken and visitor information, at a minimum.
 - b. Ability to generate reports of all visitation related information for entire life of the system that is both inmate and visit specific. Output should populate from the ICJIS two way data management system and should be producible in any standard office document (MS Excel or similar).
 - c. Ability to require a COTS rack mounted recording server residing at Stanislaus County Public Safety Center. The recording server will have capacity to record all visits for a minimum of 30 days. The recording server will utilize software that will not require third party video conferencing equipment to record and store recordings. Recordings shall be the property of the County and can be loaded to a CD/DVD disk, thumb drive or high capacity storage devices owned by the County.
 - d. All video output shall be non-proprietary and is not vendor specific.



ID SET	
These documents are property of LSA Partners, LLP and are not to be reproduced, distributed, copied or used without the express consent of LSA Partners, LLP.	
DATE:	02/22/2025
DRAWN:	PA
CHECKED:	BK
REVISIONS:	()
CLIENT	
STANISLAUB COUNTY 1715 10TH ST. MODOesto, CA 94354	
PROJECT	
TEMPORARY DAY REPORTING CENTER 601 11TH ST. MODOesto, CA 94354	
SHEET INFO	
FIRST FLOOR	
SHEET NO.	
A2.1	
CS - SHEETS	

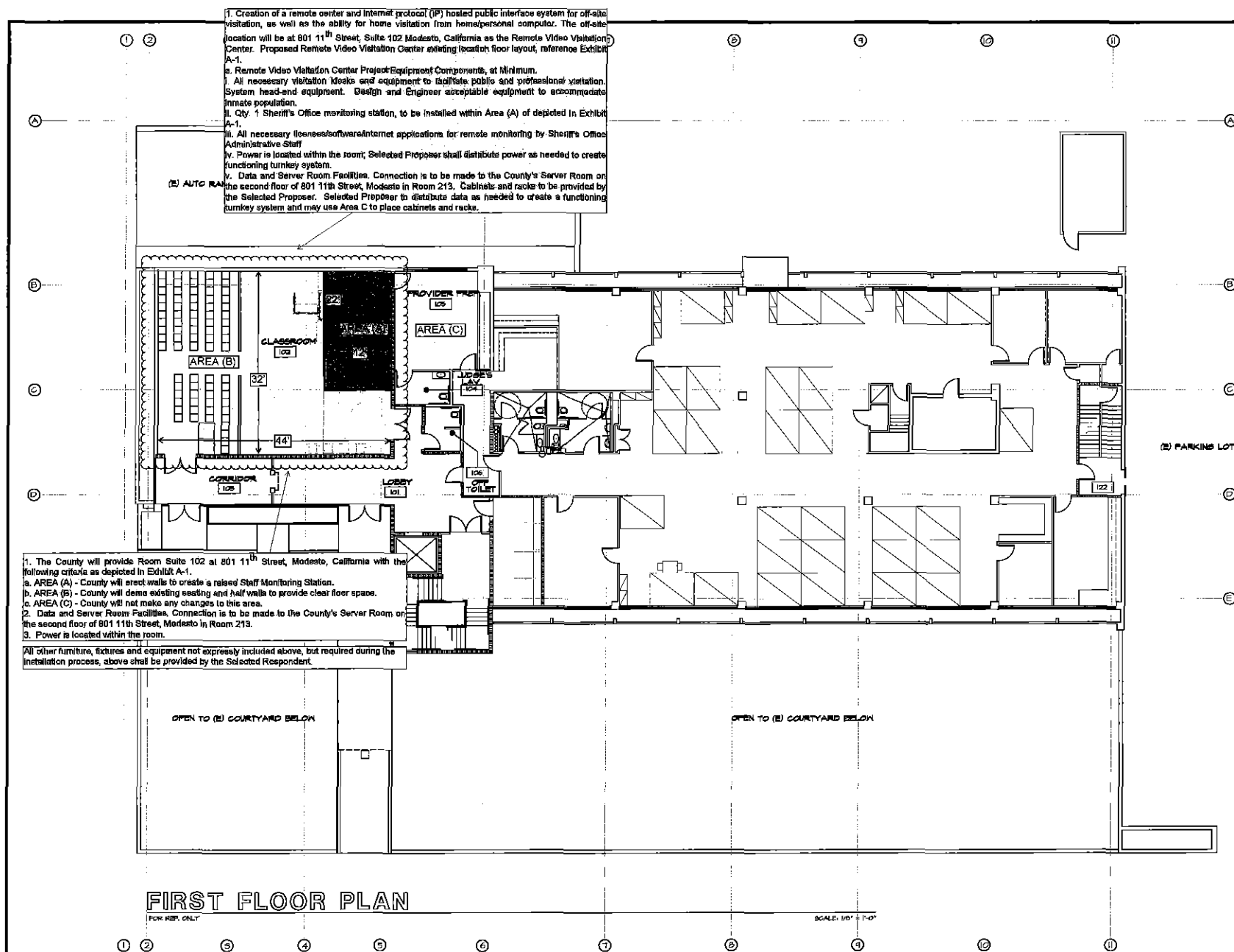


Exhibit A-1

**EXHIBIT B
SCHEDULE**

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
Respondent recommendation	County staff	July 26, 2016
Selected Respondent approval	Board	August 16, 2016
Commencement of Term to Furnish And Install Equipment Under PSA	County/Selected Respondent	August 16, 2016
Completion of Term to Furnish And Install Equipment Under PSA	Selected Respondent	December 16, 2016
Commencement of Initial Term to Maintain: Software Maintenance, Support and Reporting	County/Selected Respondent	December 17, 2016
Completion of Initial Term to Maintain: Software Maintenance, Support and Reporting	Selected Respondent	December 16, 2017
Completion of 1 st extended Term (if selected)		December 16, 2018
Completion of 2 nd extended Term (if selected)		December 16, 2019
The County reserves the right to modify this schedule at any time in its sole discretion		

EXHIBIT C COMPENSATION

1. Compensation: Project One and Remote Visitation Center: Lump sum not-to-exceed price will be for all services, costs, and expenses: Three Hundred Forty Three Thousand Five Hundred Seventy Six Dollars and Fourteen Cents (\$343,576.14).

Project One:

- State Of The Art Inmate Video Visitation Solution
- Visitation Scheduling Software
- Video Visitation Hardware and Software
- 36 Inmate Stations
- 9 Portable Inmate Stations
- 19 Jail Management Kiosks
- Video Visitation Wiring and Installation
- FlexTMLink IVVS Kiosk Inmate Request Link Application
- FlexTMLink IVVS Kiosk Grievance Link Application
- FlexTMLink IVVS Kiosk Commissary Link Application

Remote Video Visitation Center

- State of The Art Inmate Video Visitation Solution
- Visitation Scheduling Software
- Video Visitation Hardware and Software
- 10 Visitation Stations
- 1 HW-Officer Monitoring/Check-in PC w/Card Reader
- Video Visitation Wiring and Installation

Subtotal: \$343,576.14

- Annual Warranty Maintenance and Support for Year Two (if selected)

Subtotal: \$104,044.00

COMMISSION

2. Commission: For visits beyond those required by California Code of Regulations, Title 15, Section 1062, the Consultant may generate revenue, of which the County shall receive a commission of 50% on total Gross Revenue (as defined below) before any deductions are made for unbillable video visits, bad debt, uncollectable visits, taxes, fraudulent visits, or any other Consultant expense.

- 2.1 Gross Revenue: Gross revenue generated by and through the inmate video visitation system, and through any other contracted services, consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Consultant that are in any way connected to the provision of Services under this Agreement.

- 2.1.1 Gross revenue does not include the following:
 - 2.1.1.1 Pre-Paid Account Fees: Pre-paid account fees are defined as fees imposed on end-users who set up and/or fund a pre-paid account with the Consultant or a third party to accept video visitation. The pre-paid account fee shall not be applied on a per-visit basis. All pre-paid account fees must be approved by the County and are subject to the penalty defined below if not approved by the County in advance.
 - 2.1.1.2 Required Regulatory Charges and Taxes that are intended to be paid by the end-user and then remitted 100% by the billing party to the appropriate governmental agency.
 - 2.1.1.3 A "Free" Visit shall be defined as a visit not generating any revenue or compensation for the Consultant.
 - 2.1.1.3.1 In the event the Consultant completes unauthorized free visits, the completed visits will be considered part of Gross Revenue and commission for the visits shall be due and payable to the County regardless if the Proposer can bill or collect revenue on the visits.
 - 2.1.1.4 Complimentary and/or Promotional Visits associated with the Consultant's pre-paid program are not commissioned.
- 2.1.2 Complete Visit: A visit is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the end-user by positive acceptance.
- 2.2 Rate Requirements: Consultant shall provide 25-minute visits at a cost of \$0.40 per minute.
 - 2.2.1 Additional Fees: Any additional fees to be added to the end-user's bill / account statement or paid by the inmate or end-user (including those associated with establishing / funding pre-paid accounts) for video visitation must be approved by the County prior to implementation. Any charges / fees added to the end-user's bill / account statement for inmate video visitation services without the express written consent of the County shall incur a fine of five hundred dollars (\$500.00) per day from the date the additional charges / fees were first added through the date the charges / fees were discontinued.
 - 2.2.1.1 Notification: The County shall notify Consultant of any unapproved additional fees and / or charges of which the County becomes aware of and shall provide Consultant with an invoice for the total fine due, for which the Consultant shall remit payment to the County within thirty (30) days.
 - 2.2.1.2 Discontinuation: Should the County and Consultant mutually agree that the charges / fees are to be discontinued, Consultant shall refund each end-user for the unapproved charges / fees from the date the charges / fees were implemented until the date the charges / fees were discontinued.
 - 2.2.2 Rate Adjustments Requested by County shall be implemented within ten (10) days of the County's written request, subject to regulatory approval.
- 2.3 Payment and Reporting: Consultant shall provide monthly commission payments and traffic detail reports inclusive of but not limited to all visits generated through the IVVS and additional contracted services generated through the IVVS to the County on or

before the twenty-fifth (25th) day of the month following the traffic month. The County requires the traffic detail reports be sent electronically in an exploitable format.

2.4 Commission Discrepancies: must be resolved by the Consultant, and to the County's satisfaction, within thirty (30) days of receipt of discrepancy notification from the County or its Designated Agent. If not resolved satisfactorily, such discrepancy will be subject to late charges described below and/or the Agreement may be terminated at the sole discretion of the County. The County further retains the right to pursue any other legal remedies it deems necessary.

2.5 Late Charges and / or Fines:

2.5.1 Late charges and / or fines for commission payments shall be equal to five percent (5%) per month of the commission due.

2.5.2 Late charges and / or fines for monthly reporting shall be a fee of \$750.00 per month for each traffic detail report, billing file and miscellaneous changes / fees report not received by the 25th day of the month following the traffic month or for each day / month each report does not contain adequate information.

2.5.3 If the commission is late and the monthly traffic detail report is late or incomplete, late charges and / or fines for both shall apply.

EXHIBIT D LABOR COMPLIANCE

Contractor and Subcontractors are responsible for complying with each and every applicable prevailing wage law.

1.0 LABOR COMPLIANCE PROGRAM

- 1.01** All Contractors and Subcontractors providing workers or performing work on the Project shall comply with California Labor Code Sections 1771.1, 1771.7 and all other applicable labor requirements.
- 1.02** All Contractors and Subcontractors providing workers or performing work on the Project shall comply with all applicable wage and hour laws.

2.0 WAGE RATES

- 2.01** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at 1010 10th Street, Suite 6800, Modesto, California 95354. Upon request, Owner will make available copies to any interested party.
- 2.02** Contractor shall post the applicable prevailing wage rates at each Project construction site.

3.0 NO DUTY TO CONTRACTOR OR SUBCONTRACTOR

- 3.01** The duty of Owner to carry out its Labor Compliance Program runs solely to the Director of the California Department of Industrial Relations and not to any worker, Contractor, subcontractor or other party..

4.0 PAYMENT OF PREVAILING WAGE RATES

- 4.01** Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Owner to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract.
- 4.02** Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement 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 holiday and overtime work fixed in the California Labor Code.

- 4.03 The Contractor is responsible for ascertaining and complying with all current general prevailing wage rates for each craft, classification, or type of worker needed to execute the Contract including any rate changes that take effect during the term of the Contract.
- 4.04 The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall ascertain and comply with all current general prevailing wage rates for each craft, classification, or type of worker needed to perform the Work, including any rate changes that take effect during the term of such contract.
- 4.05 The limited exemption from paying prevailing wage rates pursuant to California Labor Code §1771.5 shall be applied to this Contract if the exemption criteria set forth therein are met.

5.0 LABOR CODE COMPLIANT PAYROLL RECORDS

- 5.01 Contractor must maintain accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing Work on the Project. Contractor's payroll records shall also set forth the straight time and overtime hours worked each day and each week, the fringe benefits and the actual per diem wage paid to each owner, journeyman, apprentice worker or other employee employed in connection with the Project.
- 5.02 Each of Contractor's payroll record shall be verified by a written declaration that it is made under penalty of perjury and stating that the information contained in the payroll record is true and correct and that the Contractor has complied with the requirements of California Labor Code §§1771, 1811 and 1815 for any Work performed by the Contractor's employees on the Project.
- 5.03 The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall maintain accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing Work on the Project. Subcontractor's payroll records shall also set forth the straight time and overtime hours worked each day and each week, the fringe benefits and the actual per diem wage paid to each owner, journeyman, apprentice worker or other employee employed in connection with the Project.
- 5.04 The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall verified by a written declaration that it is made under penalty of perjury and stating that the information contained in the payroll record is true and correct and that the Subcontractor has complied with the requirements of California Labor Code §§1771, 1811 and 1815 for any Work performed by the Subcontractor's employees on the Project.

6.0 PAYROLL RECORD AVAILABILITY

- 6.01 The Contractor shall make available for inspection at all reasonable hours at the principal office of the Contractor, or shall furnish a certified copy, of all Contractor's payroll records for its employees employed in connection with the Work upon request by

an employee, employee representative, Owner, the Compliance Administrator or any other Owner representative, The Division of Labor Standards

- 6.02** The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall make available for inspection at all reasonable hours at the principal office of the Subcontractor, or shall furnish a certified copy of all Subcontractor's payroll records for its employees employed in connection with the Work upon request by an employee, employee representative, Owner, the Compliance Administrator or any other Owner representative, The Division of Labor Standards.
- 6.03** If the principal office of the Contractor or Subcontractor is more than twenty-five miles from the Project site, upon request from Owner, the Compliance Administrator or any other Owner representative or a worker employee, Contractor or Subcontractor shall make a certified copy of all Contractor's or Subcontractor's payroll records for its employees employed in connection with the Work available for inspection at Owner's office located at 1010 Tenth Street, Suite 2300, Modesto, CA 95354.

7.0 SUBMISSION OF WEEKLY PAYROLL RECORDS

- 7.01** Contractor shall submit to the Compliance Administrator in the manner required by the Department of Industrial Relations a certified copy of all the Contractor's payroll records for its employees employed in connection with the Work on a weekly basis. The certified payroll records for the preceding week shall be submitted on the Wednesday of the following week. In the event that a legal holiday falls on Wednesday, the certified payroll records shall be submitted on the next business day.
- 7.01.1** If there was no work performed during a given week, Contractor's certified payroll record shall be annotated: "no work" for that week.
- 7.01.2** Contractor shall mark "final" on its last submitted payroll for the Project.
- 7.02** The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall submit to the Compliance Administrator a certified copy of all the Subcontractor's payroll records for its employees employed in connection with the Work on a weekly basis. The certified payroll records for the preceding week shall be submitted on the [Wednesday] of the following week. In the event that a legal holiday falls on [Wednesday], the certified payroll records shall be submitted on the next business day.
- 7.02.1** If there was no work performed during a given week, Subcontractor's certified payroll record shall be annotated: "no work" for that week.
- 7.02.2** Subcontractor shall mark "final" on its last submitted payroll for the Project.

8.0 AUDIT AND INVESTIGATION OF COMPLIANCE

- 8.01** Owner may conduct reasonable investigation of Contractor's and/or Subcontractor's compliance with the requirements of California Labor Code §§1771, 1775, 1777..5, 1811, 1813 and 1815 and any other applicable state or federal labor law. Not more than ten days after a written or oral request from Owner, Compliance Administrator or any other Owner representative, Contractor and/or Subcontractor shall provide legible copies

of time cards, personnel sign in sheets, daily logs payroll registers, paycheck stubs, cancelled paychecks or any other document requested to authenticate or corroborate compliance with prevailing wage rate laws. Contractor and/or Subcontractor shall make the originals of the requested documents available for inspection upon request by Owner, the Compliance Administrator or any other Owner representative at all reasonable hours at the principal office of the Contractor or Subcontractor or if the principal office of the Contractor or Subcontractor is more than 25 miles from the Project site, at Owner's office located at 1010 10th Street, Suite 2300, Modesto, California 95354.

- 8.02** Contractor and/or Subcontractor shall assist Owner, the Compliance Administrator or any other Owner representative with any investigation or audit of Contractor and/or Subcontractor regarding compliance with the prevailing wage rate laws.
- 8.03** Contractor and/or Subcontractor shall make its employees available for interviews by Owner, the Compliance Administrator or any other Owner representative.
- 8.04** Neither Contractor nor Subcontractor shall take retaliatory measures against any worker on the Project for informing Owner or Compliance Administrator or Owner representative of, or responding to, any monitoring, investigation or audit of any violation or suspected violation of the prevailing wage rate laws.
- 8.05** Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, the same terms as set forth in this Document.

9.0 INADEQUATE OR DELINQUENT PAYROLL RECORDS

- 9.01** Payment under this Contract shall not be made when Contractor or Subcontractor payroll records are delinquent or inadequate.
- 9.02** Payroll records shall be considered delinquent if they are not submitted in compliance with this Document.
- 9.03** Payroll records shall also be considered delinquent if they are not submitted within ten days of any written request by Owner or Compliance Administrator or other Owner representative.
- 9.04** Payroll records shall be considered inadequate if one or more of the following conditions exists:
 - 9.04.1** The record lacks the information required by California Labor Code §1776; or
 - 9.04.2** The record contains the information required by California Labor Code §1776 but is not certified, or is certified by someone that is not an agent of the Contractor; or
 - 9.04.3** A nonconforming record remains uncorrected for one payroll period after Owner or its designee has given Contractor notice of inaccuracies detected by Owner or its designee.

10.0 NOTICE OF WITHHOLDING

- 10.01** Owner shall provide Contractor with notice of withholding contract payments.
- 10.02** Owner shall provide Contractor and Subcontractor with notice of withholding if withholding is due to Subcontractor.

11.0 REQUEST FOR REVIEW

- 11.01** The exclusive and only means for Contractor or Subcontractor to receive review of a decision by Owner to withhold payment for violations of the prevailing wage requirements is through the procedure set forth herein.
- 11.02** Contractor or Subcontractor may contest a finding that it has violated the prevailing wage requirement laws by submitted a writing clearly identified as "Request for Review" to Owner's Labor Compliance Program personnel as identified in Paragraph 2 of this Document within sixty (60) days after service of the Notice to Withhold of Contract Payments.
- 11.03** The Request for Review must clearly identify the Notice of Withholding Contract Payments from which review is sought, including the date of the Notice of Withholding Contract Payments or it shall include a copy of the Notice of Withholding Contract Payments as an attachment.
- 11.04** The Request for Review must contain a complete statement of the basis for the protest.
- 11.05** The Request for Review must refer to the specific portion of the Notice to Withhold that forms the basis for the protest.
- 11.06** The Request for Review must include the name, address, and telephone number of the person representing the protesting party.

12.0 FAILURE TO REQUEST REVIEW SHALL RESULT IN FINAL JUDGMENT

- 12.01** Failure by the Contractor to submit a timely Request for Review may result in a final order which shall be binding on the Contractor.
- 12.02** Failure by the Subcontractor to submit a timely Request for Review may result in a final order which shall be binding on the Subcontractor.

13.0 NO INTERIM PAYMENT OF WITHHELD CONTRACT PAYMENTS

- 13.01** Pending a final order, or the expiration of the time period for seeking review of the Notice of Withholding of Contract Payments, Owner shall not disburse any Contract payments that have been withheld.

14.0 FAILURE TO COMPLY WITH LABOR LAWS MAY RESULT IN PENALTIES

- 14.01** Failure by Contractor or Subcontractor to pay every employee performing Work prevailing wages may result in the Contractor and/or Subcontractor being prohibited from bidding on public works projects for up to three years.

- 14.02** Failure by Contractor or Subcontractor to pay every employee performing Work prevailing wages may result in the Contractor and/or Subcontractor being prohibited from being awarded public works projects for up to three years.
- 14.03** Failure by Contractor or Subcontractor to pay every employee performing Work prevailing wages may result in a forfeiture of the unpaid wages by the Contractor or Subcontractor.
- 14.04** Failure by Contractor or Subcontractor to pay every employee performing Work prevailing wages may result in a forfeiture of up to \$50.00 per each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.
- 14.05** Failure by Contractor or Subcontractor to submit certified copies of payroll records within ten days of a written request from Owner, the Compliance Administrator or any other Owner representative may result in a forfeiture of up to \$25.00 per each calendar day, or portion thereof, for each worker until strict compliance is effectuated.
- 14.06** Failure by Subcontractor to pay every employee performing Work prevailing wages may result in withholdings, penalties and forfeitures being assessed against Contractor.
- 15.0 CONTRACTOR MUST MONITOR SUBCONTRACTOR COMPLIANCE**
- 15.01** Contractor shall monitor the payment of the specified general prevailing rate of per diem wages to employees by each Subcontractor by periodically reviewing the certified payroll records of each Subcontractor.
- 16.0 CORRECTIVE ACTION BY CONTRACTOR REGARDING SUBCONTRACTOR**
- 16.01** Once the Contractor is aware that any Subcontractor has failed to pay its workers the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subcontractor for Work performed on the Project.
- 17.0 AFFIDAVIT PRIOR TO FINAL PAYMENT TO SUBCONTRACTOR**
- 17.01** Prior to making final payment to any Subcontractor for Work performed on the Project, Contractor shall obtain an affidavit signed under penalty of perjury from each Subcontractor that each Subcontractor has paid the specified general prevailing rate of per diem wages to its employees on the Project and any amounts due under California Labor Code §1813.
- 18.0 NOTICE OF PRIOR VIOLATIONS OF THE PREVAILING WAGE RATES**
- 18.01** Contractor shall promptly notify Owner if Contractor has been barred from bidding for or working on public works projects for any reason.
- 18.02** Contractor shall promptly notify Owner if Contractor or a firm, corporation, partnership, or association in which the Contractor has any interest has been found to have willfully violated the prevailing wage rate laws.

18.03 Contractor shall promptly notify Owner if Contractor or a firm, corporation, partnership, or association in which the Contractor or has any interest has been found to have violated the public works chapter of the California Labor Code with an intent to defraud.

18.04 The term "any interest" shall have the meaning set forth in California Labor Code §1777.1(f) or any amendment thereto.

END OF DOCUMENT

EXHIBIT E
BONDING REQUIREMENTS

1.01 Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.

- A. For all Agreements where the cost of construction exceeds \$25,000, the selected Contractor shall be required to provide both a construction performance bond and a construction labor and material payment bond, in accordance with Civil Code Section 3248 and Appendix E.1 – Construction Performance Bond and Appendix E.2 – Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).
- B. For all Agreements where the estimated cost of construction exceeds \$6,500, the selected Contractor shall be required to provide a construction performance bond in accordance with Appendix E.1 – Construction Performance Bond. Contractor may not substitute cash in lieu of the required bond(s).
- C. If the Order specifies performance retention, then Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).

EXHIBIT E.1
CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, **Stanislaus County**, a public agency of the State of California ("Owner") has awarded to **Global Tel*Link Corporation (GTL)** as Principal an Agreement dated the _____ day of _____, 20____ (the "Contract"), titled Inmate Video Visitation Solution ("IVVS") at the Public Safety Center Project One and Remote Visitation Center in the amount of \$343,576.14, which Contract is by this reference made a part hereof, for the work described as follows:

Furnish, install and maintain a state of the art Inmate Video Visitation System at the Public Safety Center Project One and Remote Video Visitation Center.

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;
3. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
5. No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
6. Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly:
 - 6.01 Undertake through its agents or independent contractors, reasonably acceptable to Owner, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
 - 6.02 Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or

contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.

7. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others. Surety may not use Contractor to complete the Contract absent Owner's Consent.
8. No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.
9. Surety may join in any proceedings brought under the Contract and shall be bound by any judgment.
10. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

EXHIBIT E.2
CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the **Stanislaus County** ("Owner") has awarded to **Global Tel*Link Corporation (GTL)** as Principal an Agreement dated the _____ day of _____, 20____ (the "Contract"), titled Inmate Video Visitation Solution ("IVVS") at the Public Safety Center Project One and Remote Visitation Center in the amount of \$343,576.14, which Contract is by this reference made a part hereof, for the work described as follows:

Furnish, install and maintain a state of the art Inmate Video Visitation System at the Public Safety Center Project One and Remote Visitation Center.

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Order to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
3. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE (\$343,576.14), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code §3181, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Order, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
5. This bond shall inure to the benefit of any of the persons named in California Civil Code §3181, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.
7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties,

jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

EXHIBIT F
WARRANTY AND GUARANTY REQUIREMENTS

1.01 Warranty And Guaranty

- A. General Representations and Warranties. Consultant represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with Title 24, California Code of Regulations and the terms of Contract Documents. Consultant warrants that all design and construction services shall be performed in accordance with generally accepted professional standards of good and sound design and construction practices and all requirements of Contract Documents, and that the design as developed will comply with the RFP Documents and the intended use of the Project. Consultant warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, architecture and/or engineering, materials, construction and workmanship. Consultant warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, RFP Documents and all descriptions set forth therein, and all other requirements of Contract Documents. Consultant shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.
- B. Extended Guaranties. Any guaranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Consultant shall supply Owner with all warranty and guaranty documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.

EXHIBIT F.1 GUARANTY

TO: The COUNTY OF STANISLAUS ("Owner"), for construction of the Inmate Video Visitation System at 200 E. Hackett Road, Ceres, California.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Consultant hereby grants to Owner for a period of one (1) year following the date of Final Acceptance of the Work completed, or such longer period specified in Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all design, engineering, professional services, labor, materials and equipment provided by Consultant and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Consultant shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Consultant of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Consultant shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one (1) year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Consultant shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Consultant shall respond within 24 hours after being notified in writing by Owner of any Work not in accordance with the requirements of the Contract or any defects in the Work. Consultant shall commence and prosecute with due diligence all work necessary to fulfill the terms of this Guaranty, and to complete the Work within a reasonable period of time. Consultant shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Consultant fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Consultant shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Consultant fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Consultant of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Consultant shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

Consultant will be responsible for the replacement of the IVVS in its entirety or its individual components for a period of one (1) year, 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 and will occur immediately upon notification to Consultant within the agreed upon time frames for support and service.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents.

The foregoing Guaranty is in addition to any other warranties of Consultant contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Consultant under the Contract Documents and at law with respect to Consultant's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Consultant under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Consultant.

Date: _____, 20____

Consultant's name

By: _____
Signature

Print Name

Title

Street Address

City, State, Zip code

EXHIBIT G

Service Schedule Enhanced Services

1. **Applicability.** This Service Schedule applies only to enhanced services. Where "Consultant" is used in this Service Schedule, it shall mean Global Tel*Link Corporation. Additional terms and conditions applicable to Enhanced Services may be found on Consultant's website and may be modified from time to time.

2. **Definitions.** Capitalized terms used and not otherwise defined shall have the meaning set forth in the Agreement.

"Enhanced Services" means communications products provided Video Visitation Units.

"Video Visitation Service" (or "VVS") means an Enhanced Service that permits face-to-face visits, on-site video visits, or remote video visits using a platform to facilitate inmate communications with family, friends, and attorneys.

"Video Visitation Unit" means the hardware and equipment that provides access to Video Visitation Services.

3. **Deployment Locations.** Enhanced Services will be deployed at the locations listed in the table below (individually "Location" and collectively "Locations") pursuant to schedule in Exhibit A.

Location	Location Description	# of Video Visitation Units
Project 1	200 E. Hacket Road, Ceres, California 95358	64 flex units
Project 3	200 E. Hacket Road, Ceres, California 95358	6 flex units
Remote Visitation Center	801 11th Street, Suite 102, Modesto, California 95354	10 flex units

4. **Consultant Provided Equipment, Services and Cabling.** Consultant will supply equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations in accordance with Exhibit I GTL Quote Summary. All right, title, and interest in and to all hardware, a one-year license for such software, and services supplied shall transfer to County upon payment in full of installation cost of \$343,576.14 pursuant to Exhibit I.

5. **Support and Maintenance.** One year of Annual Software License and Support, and Equipment Support and Maintenance has been included with the amount due upon installation. Pricing for additional year (if selected) shall be \$104,044.00 as set forth.

Consultant will provide all support and maintenance services for the Enhanced Services, subject to the limitations described herein. Consultant will respond promptly to all support requests. The County will permit Consultant authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of the Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Consultant to perform its obligations herein.

6. Video Visitation Enhanced Services. Consultant shall be responsible for: (a) furnishing, installing, repairing and servicing the equipment listed below; (b) the performance (alone or through others) of all validation, billing, outclearing and collection services; and (c) the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of the Consultant's obligations hereunder. County and Consultant shall use best efforts to promote video visitation, including: (a) make video visitation available for at least 12 hours a day every day, without inmate session limitations except in connection with disciplinary action; (b) allow Consultant to promote the use of video visitation through, among others, the distribution of promotional material at County Facility locations, IVR recordings, the Web, and press releases; (c) allow Consultant to have promotional pricing to make video visitation an attractive alternative.

7. VVS Software. The Consultant shall deploy a hosted application server in the Consultant video visitation data center ("Licensed Software"). Such Licensed Software is offered pursuant to terms contained in this Section 7. The Consultant's VVS software provides the following functionalities for visitation scheduling: (a) unlimited number of user licenses for scheduling software; (b) facility registration and scheduling; (c) public web-based registration and scheduling; (d) multilingual web interface (English, Spanish); and (e) professional web-based registration and scheduling. The VVS software allows the County to (a) manage public and professional visits; (b) manage non-contact and contact visits; (c) manage on premises video visitation and remote video visitation; (d) establish set schedules for non-contact visits, contact, visits, on premises video visits, and remote video visits; (e) have officer check in for all on premises visits; and (f) have officer video check-in prior to remote video visitation start. The County may configure the VVS software to conform with County visitation policies, visitation restrictions, and schedules. The VVS software may be integrated with County's Jail Management System (or "JMS"); provided, however, the Consultant shall not be responsible for any charges that may be assessed for the interface or its maintenance by the County's JMS provider. County may use the VVS software for live monitoring and recording, and may request certain data reports based on the data available via the VVS software.

County acknowledges and agrees that the copyright, patent, trade secret, and all other Intellectual Property Rights of whatever nature in the Licensed Software, Interfaces, Documentation and Specifications, including any modifications or derivatives thereof are

and shall remain the property of Consultant, and nothing in this Agreement should be construed as transferring any aspects of such rights to County or any third-party.

Subject to payment by County of all amounts owed for use of the Licensed Software, as provided in the Agreement, and subject also to the terms and conditions in this Agreement, Consultant grants County a non-exclusive, non-transferable, license to the Licensed Software, Interfaces, and Documentation solely for the purpose of the County's use of the Licensed Software and Documentation for its internal operations at the Facility. Said license is expressly limited to a grant to the County of the right to (a) use the Licensed Software, Interfaces, and the Documentation, but solely for the Licensee's internal operations of the Facility;

Except as explicitly provided in this Agreement, County shall not without prior written permission: (a) make available or distribute all or part of the Licensed Software, the Interfaces, or Documentation to any third party by assignment, sublicense or by any other means; (b) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the Licensed Software, Interfaces, or Documentation; or (c) use the Licensed Software or Interfaces to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third-party access to the Licensed Software or Interfaces.

County acknowledges and agrees that this License granted hereunder extends solely to the Licensed Software and Interfaces in object form only, and that nothing in this Agreement shall be construed as granting any license whatsoever to the underlying source code that is used to generate the Licensed Software or Interfaces.

Except as expressly licensed to County under this Agreement, Consultant reserves all other right, title and interest in and to the Licensed Software, Interfaces, Documentation and Specifications. Under no circumstances shall anything in this Agreement be construed as granting to County, by implication, estoppel or otherwise, (i) a license to any technology other than the Licensed Software and Interfaces or (ii) any additional license rights for the Licensed Software, Interfaces, Documentation and Specifications other than the license expressly granted in this Agreement.

8. VVS Hardware. The Consultant will provide the following hardware and equipment for use with VVS:

- 80 Flex Units

9. Payment Terms. The County shall pay for the equipment, services, and licenses in accordance with **Exhibit I**. The following payment schedule will apply:

Upon Installation: \$343,576.14

Upon the first anniversary of this agreement (if selected) \$104,044.00

Payments must be made in check made out to the following address

Global Tel*Link Corporation
Attn: Accounts Payable
2609 Cameron Street
Mobile, AL 36607

10. VVS Rates.

Visit Duration	Charge to Visiting Party
25 minutes	\$10.00

11. VVS Commissions. Consultant shall pay County a commission every month on gross payments collected for revenue generating video visits ("Video Revenue") in accordance with the percentages provided in the table below, as applied each month. Video Revenue does not include taxes, fees and other charges collected on behalf of Local, State, Federal or other governmental agencies. Commission payments shall be completed monthly, and all commission payments shall be final and binding upon the County unless written objection is received by the Consultant within sixty (60) days of receipt of commission payment by the County.

Commission %
50

EXHIBIT H

Installation Schedule

Line	Account	Debit	Credit
1	Supplies and Office Expenses		
2	Selling		
3	Office		
4	Freight		
5	Postage		
6	Telephone		
7	Travel		
8	Entertainment		
9	Medical		
10	Legal		
11	Insurance		
12	Utilities		
13	Repairs		
14	Maintenance		
15	Depreciation		
16	Amortization		
17	Provisions		
18	Reserves		
19	Contingencies		
20	Losses		
21	Gains		
22	Income		
23	Expenses		
24	Assets		
25	Liabilities		
26	Equity		
27	Income Statement		
28	Balance Sheet		
29	Cash Flow Statement		
30	Statement of Financial Position		
31	Statement of Operations		
32	Statement of Cash Flows		
33	Statement of Changes in Equity		
34	Statement of Comprehensive Income		
35	Statement of Financial Performance		
36	Statement of Financial Condition		
37	Statement of Financial Position		
38	Statement of Operations		
39	Statement of Cash Flows		
40	Statement of Changes in Equity		
41	Statement of Comprehensive Income		
42	Statement of Financial Performance		
43	Statement of Financial Condition		
44	Statement of Financial Position		
45	Statement of Operations		
46	Statement of Cash Flows		
47	Statement of Changes in Equity		
48	Statement of Comprehensive Income		
49	Statement of Financial Performance		
50	Statement of Financial Condition		
51	Statement of Financial Position		
52	Statement of Operations		
53	Statement of Cash Flows		
54	Statement of Changes in Equity		
55	Statement of Comprehensive Income		
56	Statement of Financial Performance		
57	Statement of Financial Condition		
58	Statement of Financial Position		
59	Statement of Operations		
60	Statement of Cash Flows		
61	Statement of Changes in Equity		
62	Statement of Comprehensive Income		
63	Statement of Financial Performance		
64	Statement of Financial Condition		
65	Statement of Financial Position		
66	Statement of Operations		
67	Statement of Cash Flows		
68	Statement of Changes in Equity		
69	Statement of Comprehensive Income		
70	Statement of Financial Performance		
71	Statement of Financial Condition		
72	Statement of Financial Position		
73	Statement of Operations		
74	Statement of Cash Flows		
75	Statement of Changes in Equity		
76	Statement of Comprehensive Income		
77	Statement of Financial Performance		
78	Statement of Financial Condition		
79	Statement of Financial Position		
80	Statement of Operations		
81	Statement of Cash Flows		
82	Statement of Changes in Equity		
83	Statement of Comprehensive Income		
84	Statement of Financial Performance		
85	Statement of Financial Condition		
86	Statement of Financial Position		
87	Statement of Operations		
88	Statement of Cash Flows		
89	Statement of Changes in Equity		
90	Statement of Comprehensive Income		
91	Statement of Financial Performance		
92	Statement of Financial Condition		
93	Statement of Financial Position		
94	Statement of Operations		
95	Statement of Cash Flows		
96	Statement of Changes in Equity		
97	Statement of Comprehensive Income		
98	Statement of Financial Performance		
99	Statement of Financial Condition		
100	Statement of Financial Position		

EXHIBIT I

Pricing



PROJECT 1
Expires October 11, 2016
Stanislaus County CA
Account Executive: Keith Bowdle

Software				
Product Name	Product Code	Quantity	Partner	Extended
VisManager SaaS 5.6 Standard Base Package	RS-SW-SaaS-5.6.1020	12	\$295.00	\$3,540.00
Station Automation- 5.6 (VisStations Only)	RS-SW-SaaS-5.6.1009	12	\$295.00	\$3,540.00
VisMonitor 5.6 (view up to 8 simultaneous visits)	RS-SW-SaaS-5.6.1004	12	\$95.00	\$1,140.00
VisMonitor 5.6 (view up to 8 simultaneous visits)	RS-SW-SaaS-5.6.1004	12	\$95.00	\$1,140.00
VisMonitor 5.6 (view up to 8 simultaneous visits)	RS-SW-SaaS-5.6.1004	12	\$95.00	\$1,140.00
VisRecord Module 5.6 On Premise - VisStations (up to 8 simultaneous visits stored on premise.) Hardware and Storage NOT included	RS-SW-SaaS-5.6.1007	12	\$50.00	\$600.00
VisRecord Module 5.6 On Premise - VisStations (up to 8 simultaneous visits stored on premise.) Hardware and Storage NOT included	RS-SW-SaaS-5.6.1007	12	\$50.00	\$600.00
VisRecord Module 5.6 On Premise - VisStations (up to 8 simultaneous visits stored on premise.) Hardware and Storage NOT included	RS-SW-SaaS-5.6.1007	12	\$50.00	\$600.00
ID Card Reader Module 5.6	RS-SW-SaaS-5.6.1010	12	\$25.00	\$300.00
VisNotification Phone Module 5.6 (1 port w/English)	RS-SW-SaaS-5.6.1005	12	\$95.00	\$1,140.00
VisNotification Module 5.6 (Spanish)	RS-SW-SaaS-5.6.1001	12	\$10.00	\$120.00
Level 2 Support - 7x24x365	RS-SV-SaaS-5.6-.2001	12	\$175.00	\$2,100.00
SW- MODULE - Grievance (Charged per Unit)		19	\$1,000.00	\$19,000.00
SW MODULE - Requests (Charged per Unit)		19	\$1,000.00	\$19,000.00
SW MODULE - Commissary Link (Charged per Unit)		19	N/C	N/C
Subtotal:				\$53,960.00

Support				
Product Name	Product Code	Quantity	Partner	Extended
SU-SUPPORT-Visitor Support- up to 600 ADP (per month)	RS-SU-5.6-1008	12	\$400.00	\$4,800.00
Network**		12	\$3,207.00	\$38,484.00
Subtotal:				\$43,284.00

Services				
Product Name	Product Code	Quantity	Partner	Extended
SV-TRAINING-Scheduling & Administration (1 day)	RS-SV-5.6-1005	1	\$1,500.00	\$1,500.00
SV-TRAINING-Onsite Go-Live - 1 Day	RS-SV-5.6-1003	1	\$675.00	\$675.00
SV-TRAVEL by Air- including 2 days on site	RS-SV-5.6-1007	1	\$2,500.00	\$2,500.00
SV-TRAVEL- Additional days on site	RS-SV-5.6-1008	2	\$295.00	\$590.00
VisManager SaaS 5.6 Standard- Implementation	RS-SV-SaaS-5.6.3001	1	\$2,500.00	\$2,500.00
VisManager SaaS 5.6 - Custom JMS	RS-SV-SaaS.5.6.3001	1	\$2,500.00	\$2,500.00
SV-Wiring and Install		64	\$1,401.00	\$89,664.00
Subtotal:				\$99,929.00

Hardware				
Product Name	Product Code	Quantity	Partner	Extended
10.1" Flex		64	\$1,500.00	\$96,000.00
HW-MOBILE CART		9	\$630.00	\$5,670.00
HW-SERVER- Gatekeeper/FMS		1	\$8,515.00	\$8,515.00
HW-SERVER- Recording Storage		1	\$4,576.00	\$4,576.00
HW-RACK		1	\$2,275.00	\$2,275.00
HW-KIOSK-Pedestal Lobby Kiosk w/Card Reader		0	\$6,234.00	\$0.00
HW-Officer Monitoring/Check-in PC w/Card Reader		0	\$1,866.00	\$0.00
Subtotal:				\$117,036.00

Total Investment \$314,209.00

Annual Support Year 2				
Product Name	Product Code	Quantity	Partner	Extended
VisManager SaaS 5.6 Standard Base Package	RS-SW-SaaS-5.6.1020	12	\$295.00	\$3,540.00
Station Automation- 5.6 (VisStations Only)	RS-SW-SaaS-5.6.1009	12	\$295.00	\$3,540.00
VisMonitor 5.6 (view up to 8 simultaneous visits)	RS-SW-SaaS-5.6.1004	12	\$95.00	\$1,140.00
VisMonitor 5.6 (view up to 8 simultaneous visits)	RS-SW-SaaS-5.6.1004	12	\$95.00	\$1,140.00
VisMonitor 5.6 (view up to 8 simultaneous visits)	RS-SW-SaaS-5.6.1004	12	\$95.00	\$1,140.00
VisRecord Module 5.6 On Premise - VisStations (up to 8 simultaneous visits stored on premise.) Hardware and Storage NOT included	RS-SW-SaaS-5.6.1007	12	\$50.00	\$600.00
VisRecord Module 5.6 On Premise - VisStations (up to 8 simultaneous visits stored on premise.) Hardware and Storage NOT included	RS-SW-SaaS-5.6.1007	12	\$50.00	\$600.00
VisRecord Module 5.6 On Premise - VisStations (up to 8 simultaneous visits stored on premise.) Hardware and Storage NOT included	RS-SW-SaaS-5.6.1007	12	\$50.00	\$600.00
ID Card Reader Module 5.6	RS-SW-SaaS-5.6.1010	12	\$25.00	\$300.00
VisNotification Phone Module 5.6 (1 port w/English)	RS-SW-SaaS-5.6.1005	12	\$95.00	\$1,140.00
VisNotification Module 5.6 (Spanish)	RS-SW-SaaS-5.6.1001	12	\$10.00	\$120.00
Level 2 Support - 7x24x365	RS-SV-SaaS-5.6-.2001	12	\$175.00	\$2,100.00
SU-SUPPORT-Visitor Support- up to 600 ADP (per month)	RS-SU-5.6-1008	12	\$400.00	\$4,800.00
Network**		12	\$3,207.00	\$38,484.00
Maintenance		12	\$2,800.00	\$33,600.00
Hardware Warranty (2 years for 64 Units of Hardware per year)		64	\$175.00	\$11,200.00
			Total Year 2 Fees	\$104,044.00



REMOTE VISITATION CENTER

Expires October 11, 2016

Stanislaus County CA

Account Executive: Keith Bowdle

Software				
Product Name	Product Code	Quantity	Partner	Extended
VisManager SaaS 5.6 Standard Base Package	RS-SW-SaaS-5.6.1020	12	\$295.00	N/C
Station Automation- 5.6 (VisStations Only)	RS-SW-SaaS-5.6.1009	12	\$295.00	N/C
VisMonitor 5.6 (view up to 8 simultaneous visits)	RS-SW-SaaS-5.6.1004	12	\$95.00	N/C
VisMonitor 5.6 (view up to 8 simultaneous visits)	RS-SW-SaaS-5.6.1004	12	\$95.00	N/C
VisMonitor 5.6 (view up to 8 simultaneous visits)	RS-SW-SaaS-5.6.1004	12	\$95.00	N/C
VisRecord Module 5.6 On Premise - VisStations (up to 8 simultaneous visits stored on premise.) Hardware and Storage NOT included	RS-SW-SaaS-5.6.1007	12	\$50.00	N/C
VisRecord Module 5.6 On Premise - VisStations (up to 8 simultaneous visits stored on premise.) Hardware and Storage NOT included	RS-SW-SaaS-5.6.1007	12	\$50.00	N/C
VisRecord Module 5.6 On Premise - VisStations (up to 8 simultaneous visits stored on premise.) Hardware and Storage NOT included	RS-SW-SaaS-5.6.1007	12	\$50.00	N/C
ID Card Reader Module 5.6	RS-SW-SaaS-5.6.1010	12	\$25.00	N/C
VisNotification Phone Module 5.6 (1 port w/English)	RS-SW-SaaS-5.6.1005	12	\$95.00	N/C
VisNotification Module 5.6 (Spanish)	RS-SW-SaaS-5.6.1001	12	\$10.00	N/C
Level 2 Support - 7x24x365	RS-SV-SaaS-5.6-2001	12	\$175.00	N/C
Subtotal:				\$0.00

Services				
Product Name	Product Code	Quantity	Partner	Extended
SV-Wiring and Install		11	\$1,401.00	\$15,411.00
Subtotal:				\$15,411.00

Hardware				
Product Name	Product Code	Quantity	Partner	Extended
10.1" Flex		10	\$1,500.00	\$15,000.00
HW-Officer Monitoring/Check-in PC w/Card Reader		1	\$1,866.00	\$1,866.00
Subtotal:				\$16,866.00

Total Investment \$32,277.00

PROFESSIONAL SERVICES AGREEMENT

This Agreement For Professional Services is made and entered into by and between the **County of Stanislaus** ("County") and **Global Tel*Link Corporation (GTL)** whose address is 12021 Sunset Hills Road, Suite 100, Reston, VA 20190 ("Consultant"), on 25th day of April, 2018.

Introduction

WHEREAS, the County has a need for experienced consultants to furnish, install and maintain an inmate video visitation solution ("IVVS") at the Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 Services: The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Appendix A (Scope of Work)** which is attached hereto and, by this reference, made a part hereof.

1.2 Ownership of Records: Documents and drawings shall consist of all documents, original and reproducible tracings, plans and specifications, calculations, sketches, electronic data, electronic materials and information, and renderings prepared by or under the direction and control of the Consultant ("Documents"). These Documents and copyright shall be the property of the County. The Consultant may retain copies of Documents for its records. County agrees to indemnify, defend and hold Consultant harmless from and against any claims, costs, losses and damages resulting from the County's misuse of such documents.

1.3 Schedule: Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with the schedule attached hereto as **Appendix B (Schedule)**.

1.4 Laws: The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state, County and local laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

2. Compensation

2.1 Total Compensation: The total compensation to the Consultant for the work outlined in this Agreement shall be an amount **NOT TO EXCEED** the "Total Fee" for each task

set forth on **Appendix C**. The total contract amount shall not exceed One Hundred and Eighteen Thousand One Hundred Eight Dollars and No Cents (\$118,108.00) as set forth on **Appendix "C"**.

NOTICE OF PREVAILING WAGE REQUIREMENTS. NOTICE IS HEREBY GIVEN THAT PREVAILING WAGES ARE REQUIRED TO BE PAID FOR ANY WORK WHICH IS A "PUBLIC WORK." See Appendix D for Labor compliance requirements. Labor Code Section 1771 provides:

1771. Except for public works projects of one thousand dollars(\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

2.1.1 Additional Compensation: Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.1.2 Monthly Statements: Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, the applicable task for the work, and a reasonable itemization of costs.

2.1.3 Tax Withholds: County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

2.2 Gross Revenue: Gross revenue generated by and through the inmate video visitation system, and through any other contracted services, consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Consultant that are in any way connected to the provision of Services under this Agreement.

2.2.1 Commission: As set forth in **Appendix C** attached, Consultant shall pay a commission of 50% on total Gross Revenue (as defined above) before any deductions are made for unbillable video visits, bad debt, uncollectable visits, taxes, fraudulent visits, or any other Proposer expense.

2.2.2 Additional Fees: Any additional fees to be added to the end-user's bill / account statement or paid by the inmate or end-user (including those associated with establishing / funding pre-paid accounts) for video visitation must be approved by the County prior to implementation. Any charges / fees added to the end-user's bill / account statement for inmate video visitation services without the express written consent of the County shall incur a fine of five hundred dollars (\$500.00) per day from the date the additional charges / fees were first added through the date the charges / fees were discontinued.

2.2.2.1 Notification: The County shall notify Consultant of any unapproved additional fees and / or charges of which the County becomes aware of and shall provide Consultant with an invoice for the total fine due, for which the Consultant shall remit payment to the County within thirty (30) days.

2.2.2.2 Discontinuation: Should the County and Consultant mutually agree that the charges / fees are to be discontinued, Consultant shall refund each end-user for the unapproved charges / fees from the date the charges / fees were implemented until the date the charges / fees were discontinued.

2.2.3 Reporting: Consultant shall provide monthly commission payments and traffic detail reports inclusive of but not limited to all visits generated through the IVVS and additional contracted services generated through the IVVS to the County on or before the twenty-fifth (25th) day of the month following the traffic month. The County requires the traffic detail reports be sent electronically in an exploitable format.

3. Term

3.1 The Term to Furnish and Install: Time is of the essence in this agreement. All equipment must be furnished and installed no later than **April 30, 2018** unless sooner terminated as provided below.

3.1.2 Notice to Proceed: The Consultant shall not commence work on a task until a Notice to Proceed is issued by the County. The County may elect to issue phased Notices to Proceed.

3.2 The Term to Maintain: The Consultant shall provide Software License and Support and Hardware and Software Maintenance, Support and Reporting for one (1) year (Initial Term). The County shall have the option to renew this Agreement for two (2) additional years after the Initial Term (Renewal Term). Upon completion of the Renewal Term (if used), the County shall have the option to renew on a year-by-year basis not to exceed a cumulative total of ten (10) years. Consultant will be given thirty (30) days written notice prior to the expiration of the Term of the County's intention to renew or let the Agreement expire. In the event the County exercises its option to renew, all terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during the renewal terms. An extension of the Initial Term of the Agreement will be reflected through an Amendment to the Agreement. This Agreement shall not automatically renew.

3.3 Default: Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.4 Termination by County: The County may terminate this agreement upon 15 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant, subject to any applicable setoffs.

3.5 Termination Upon Insolvency of Consultant: At the option of the County, this Agreement may terminate on the occurrence of (a) bankruptcy or insolvency of Consultant, or (b) sale of Consultant's business.

4. Representatives.

Each party shall designate a representative, authorized to act on the party's behalf with respect to this Agreement. Consultant hereby designates **Keith Bowdle as its Project Manager**. The County hereby designates **Patricia Hill Thomas as Project Manager**. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Consultant's services. Each party may delegate all or some of its representative's role and function to some other representative.

5. Required Licenses, Certificates and Permits.

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in the RFQ must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

6. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant - not the County - has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

7. Insurance

Consultant's Duty to Show Proof of Insurance. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Coverage shall be at least as broad as:

Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies,

either the general aggregate limit shall apply separately to this project / location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability

If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

Professional Liability (Errors and Omissions)

Insurance appropriate to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and / or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and / or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance Provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured / Waiver of Subrogation

The County, its officers, officials, employees, agents and volunteers; the Board of State and Community Corrections, an entity of the state government of the State of California; the State Public Works Board of the State of California, and their Officers, Agents, and Employees are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance shall be primary** for insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County, the Board of State and Community Corrections, an entity of the state government of the State of California; the State Public Works Board of the State of California, and their Officers, Agents, and Employees by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the County.**

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the PO for Consultant to procure and maintain a policy of insurance.

8. Indemnification

8.1 Indemnification: To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Consultant shall defend, indemnify and hold harmless Owner and its Supervisors, officers, agents, departments, officials, representatives and employees (collectively "**Indemnitees**") from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Consultant or its Subconsultants), expense and liability of every kind, nature and description, at law or equity, that arise out of, pertain to, or relate to (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "**Liabilities**"). Such obligations to defend, hold harmless and indemnify any Indemnatee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnatee, but shall apply to all other Liabilities.

County agrees that Consultant 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 law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the inmate video visitation monitoring and recording capabilities supplied through this Agreement. Consultant 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.

8.2 Duty to Defend: Consultant shall defend, indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by Owner, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

8.3 Subconsultants: Consultant shall place in its agreements with Subconsultants and cause its Subconsultants to agree to indemnities and insurance obligations in favor of Owner and other Indemnitees in the exact form and substance of those contained in this Agreement.

8.4 Hazardous Substances: Owner acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at any Project site is outside of Consultant's responsibilities and expertise and is not included in the scope of Services Consultant is to perform nor included in Consultant's insurance. Owner shall hire an expert Consultant in this field if the Project involves such materials. Consultant shall not be responsible or be involved in any way with the discovery, presence, handling or removal of such materials.

8.5 Duty to Cooperate: Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or Omissions in the plans or specifications of the Project.

8.6 Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert Consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied in this agreement.

9. Status of Consultant

9.1 Independent Contractor: All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances, to create an employer—employee relationship, partnership, or a joint venture.

9.2 Conduct as Independent Contractor: At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

9.3 Means of performing Work: Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

9.4 Third Person Employment: If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other term of employment or requirements of law, shall be determined by the Consultant.

9.5 Services to Others: Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

9.6 W-2 Forms: It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

9.7 Claims By Third Parties: As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. Records and Audit

10.1 Term of Maintenance: Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photo static, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

10.2 Access to Writings: Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. Nondiscrimination

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation, sexual orientation, or sex. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Attn: Patricia Hill Thomas
Chief Operations Officer
1010 10th Street, Suite 6800
Modesto, CA 95354
(209) 525-4380 (phone)
(209) 525-4384 (fax)

To Consultant:
Attn: Legal Department
12021 Sunset Hill Road, Suite 100
Reston, VA 20190
(703) 955-3911 (phone)
(866) 545-2952 (e-fax)

15. Conflicts

Consultant represents and warrants 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, Consultant represents to and agrees with County that Consultant has no present, and will have no future conflict of interest between providing County services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of County.

16. Confidentiality

Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for County, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify County in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to County hereunder.

17. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

18. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.


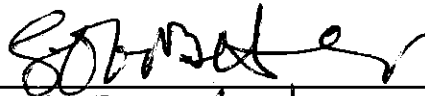
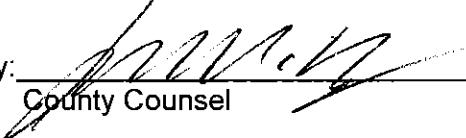
20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first herein above written.

COUNTY OF STANISLAUS	GLOBAL TEL*LINK CORPORATION
By:  "County"	By:  "Consultant" 4/25/18
APPROVED AS TO FORM: By:  County Counsel	

Appendix A (Scope of Work)

Appendix B (Schedule)

Appendix C (Compensation)

Appendix D (Labor Code – Prevailing Wage Requirements)

Appendix E (Bond Requirements)

Appendix F (Guaranty / Warranty Requirements)

Appendix G (Service Schedule Enhanced Services)

Appendix H (Installation Schedule)

Appendix I (Pricing)

APPENDIX A SCOPE OF WORK

1. IVVS Background

GTL shall provide the County with a state of the art, best technology, turnkey Inmate Video Visitation Solution ("IVVS") which includes the programming, design, installation, operation, management and maintenance for the REACT Center, with the option to expand to other existing and future County adult detention facilities. The work shall include all materials, labor, supervision, engineering services, equipment, tools, insurance, taxes, operation, storage, management, and all other items and services required to furnish, install and operate the IVVS including provisions for connections to a Remote Visitation Center.

GTL shall provide options for the County to generate revenue, or offset operating expenditures, by conducting IP, Hosted pay per session visitation in excess of the general visitation guidelines of Title 15.

Plans relevant to the work are attached hereto as Exhibit A-1

2. Brief Description Of The County's Public Safety Center Projects:

"REACT Center" The REACT Center includes approximately 57,268 square feet (sf) of administration and housing space on approximately 4.83 acres of the greater 127 acres of county-owned land on which the county's existing public safety center is located. The project includes following two new buildings.

1. Administration building: includes administration area and inmates booking area.
2. Housing building: includes a total of 288-beds in dormitories in seven two-tier pods.

All public and professional visits for these jail beds are expected to be fully serviced by IVVS by April 30, 2018.

The County Sheriff's Office currently uses traditional non-contact through the glass visitation for the Public Safety Center West (PSC West), Units 1 and 2. The Public Safety Center East (PSC East) currently is using Video Visitation system for their visiting along with a Remote Video Visitation Center for the public. In response to State inmate realignment (AB 109) and a changing demographic of higher security inmate in custody, the County, in coordination with GTL, will address providing an IVVS that allows the County Adult Detention System to become fully serviced by Inmate Video Visitation.

The IVVS shall be designed to interface with the County's jail management system (JMS) and commissary interface. The IVVS shall have the capacity to record and store video visits at no cost to the County, with a minimum storage online of one (1) year and offline for two (2) years, with all call detail records (CDRs) stored for a minimum period of four (4) years. GTL will be required to provide repairs and replacement of nonworking or damaged equipment at its own expense for a minimum of two years. GTL shall be entirely responsible for calculating, collecting and remitting all fees and taxes, on all services and items provided to the inmates. The Company shall provide Traffic Detail Reports to the County electronically.

GTL shall provide best available technologies and options available to the County.

3. Visitation Codes and Regulations

The County seeks to provide a safe and efficient form of visitation of County Jail inmates. The most definitive direction given to local correctional agencies (city/county jails) is found in Title 15, California Code of Regulations (CCR). These regulations are also known as minimum jail standards and while there is not an enforcement component assigned to the regulations, clearly, the courts have relied on local jail standards in civil litigation. Additionally, the requirement to follow Title 15, Regulations, is generally tied to any State funding related to the construction of new jail facilities. Code of Regulations, Title 15, Section 1062 provides:

1062. Visiting.

(a) The facility administrator shall develop written policies and procedures for inmate visiting which shall provide for as many visits and visitors as facility schedules, space, and number of personnel will allow. For sentenced inmates in Type I facilities and all inmates in Type II facilities there shall be allowed no fewer than two visits totaling at least one hour per inmate each week. In Type III and Type IV facilities there shall be allowed one or more visits, totaling at least one hour, per week.

REACT Center is a Type II facility.

4. Types of Visits

The following types of visits are expected to occur within the County Jail System:

- Family: Remote Video Visitation Center and IT Browser Hosted Visitation
- Professional: Client/Attorney visits via Remote Video Visitation Center and IT Browser Hosted
- Professional, Special experts, medical professionals and psychiatric care: via IT Browser Hosted
- Law Enforcement, Clergy, Bail bondsman: via Remote Video Visitation Center, Sheriff's Detention Center Lobby Visiting Stations or IT Browser Hosted
- Special Non-Scheduled, Non-Approved Visitors Allowed for Special Visitation by Sheriff's Department: to be hosted at the Sheriff's Detention Center Lobby Visiting Stations or IT Browser Hosted
- Miscellaneous visiting designations as determined by the Sheriff's Department
- County has a Remote Video Visitation Center located at 801 11th Street, Modesto, CA.

5. Adaptability

The IVVS must be adaptable and expandable to meet the needs of the County. Secure, portable solutions are also acceptable where applicable to meet the needs of the Sheriff's Office.

6. General Components to Be Included in IVVS

The General Components of the REACT Center video visitation system will include, but are not limited to:

1. Connection to **and enhancement of** the remote center and internet protocol (IP) hosted public interface system for off-site visitation, as well as the ability for home visitation from home/personal computer. The Remote Video Visitation Center is at 801 11th Street, Suite 102 Modesto, California.
2. 288 Jail ("REACT Center") at the REACT Center.
 - a. Project Equipment Components, at minimum:
 - i. Qty. 7 inmate video visitation stations (1 per housing pod).
 - ii. Qty. 7 inmate services kiosk stations (1 per housing pod).
 - iii. Qty. 7 portable mobile unit and connection (1 per housing pod).
 - iv. Qty. 1 scheduling kiosk for the public (at administration lobby).
 - v. Qty. 1 staff monitoring station at administration building reception counter, P116.
 - vi. Qty. 1 staff monitoring station at housing building staff station, N700.
 - vii. All necessary licenses/software/internet applications for remote monitoring by Sheriff's Office Custody Staff at Unit Control.
 - viii. Provide all additional public visitation stations at the Remote Video Visitation Center to ensure that it accommodates the projected visitors for the 288 inmates at the REACT project.
 - ix. Locate head-end server equipment, application server and storage server in REACT Center (if applicable to Quotation).
 - x. Qty. 3 visitation units for owner attic stock.
 - xi. Wiring, radios, and all components necessary to provide wi-fi capability throughout the REACT Center. The wireless access connection shall serve dayrooms, classrooms, the court yard, and family unification room. GTL to coordinate programs to be implemented with Stanislaus County.

7. County Provided Furniture, Fixtures and Equipment

The County, in coordination with the County's independent Design-Build Contractor/s, are required to procure and provide the following furniture, fixtures and equipment (FFE) as part of this IVVS Project:

1. Data and server room facilities, cabinets and racks.
2. Fixed seating for inmate and public visitors at the REACT Center.
3. Modular and fixed furniture, including desks and seating, for Remote Video Visitation Center.
4. Conduits and raceways for electrical components.

All other furniture, fixtures and equipment not expressly included above, but required during the installation process, above shall be provided by GTL.

GTL shall verify that County-provided and equipment is compatible with the proposed IVVS. GTL will need to coordinate with County Strategic Business Technology and Sheriff's Office Information Technology. GTL shall provide all new raceways and conduits for electrical and communications cabling to support the IVVS in those areas where they are not already in place

at the REACT Center. It is GTL's responsibility to identify any required raceway and conduit requirements for system installation and include all associated costs in the quotation.

GTL shall be solely responsible for the design, procurement, installation, operation and maintenance of all IVVS hardware, software, internet applications and equipment, including hardware accessories, safety enclosures and other equipment reasonable expected as part of a turn-key IVVS.

8. General Scope of System Design

GTL will be required to provide Visitor Visitation Equipment for the Remote Visitation as needed for the REACT project and Inmate Visitation Station at the REACT Center in each of the inmate housing units.

The County will require detention grade hardware and system components proven to provide a high quality product in the jail environment.

- A. Below is a typical product detail of the type of equipment the County is seeking to procure in this process, although the County will not limit GTL from providing multiple hardware equipment platform solutions to meet the County's needs:

1) Technical Equipment Specifications:

- a. All Visitor and Inmate Equipment shall be of high quality, detention grade design and materials. Respondent shall only provide equipment currently utilized in jail setting.
- b. UL NEMA 1 listed enclosure or similar.
- c. No openings exposed to the inmate or visitor. This includes all wiring and ventilation holes.
- d. Wall mounted with a minimum of six (6) lag bolt locations and openings for two 4"sq. boxes in the rear.
- e. Removable hinged front face with openings for monitor and camera.
- f. The front face to have gaskets with closed cell foam to prevent spills from entering the enclosure. Secure front face with no less than nine (9) security screws.
- g. Front face utilizes clamping method for securing detention glass up to ½" thick.
- h. Field replaceable glass will not require cutting or drilling other than cut to size.
- i. Front face will not allow viewing of equipment contained in the enclosure except the screen and camera.
- j. Glass Type: 7/16" clear protective cover for monitor with scratch resistant coating.
- k. Material: 12 GA 304 Stainless steel housing with No. 3 Brushed Finish or power coat finish with all corners and edges of the housing rounded or Respondent to provide similar product specifications.
- l. Detention grade pushbuttons on the front face of the enclosure.
- m. Respondent to provide Commercial-Off-The-Shelf (COTS) rack mounted application server located at the Stanislaus County REACT Center. Application server to connect to a network switch and communicate with the inmate/visitor stations on site and at other locations via a LAN/WAN.
- n. COTS rack mounted recording server to be placed at REACT Center. Requires capacity for a minimum of 30 days of recording of all allowed visits and is to

utilize software platform that is not Respondent proprietary. Recordings shall be loaded on a CD, thumb drive or high capacity storage device for longer term retention as needed.

- o. LCD flat screen monitor, 14" inch minimum.
 - p. High resolution color camera with integrated lens (USB Type) or similar.
 - q. Handset with armored steel cable and steel internal lanyard that meets inmate anti-suicide length requirements.
 - r. Digital amplifier and volume control processor that provides four selectable preset volume levels. Internal processor programmable and adjustable to four selectable preset volume levels.
 - s. Visitor Stations equipped with two handsets capable of controlling volume to each handset separately.
- B. GTL shall provide a plan to provide two system connectivity options: 1) through hardwire local area network (LAN) and 2) wireless. County requires wireless connectivity to serve dayrooms, classrooms, the court yard, and family unification room.
- C. GTL shall coordinate, furnish, and install all Video Visitation Cabinetry, Electronics (TV's, Flat Panel Displays, CRT's, Cameras, Wireless Radios, Switches, Interface Cards, Fiber Modems, Multiplexers, Handsets, Microphones, Speakers, Workstations, Baluns, Power Supplies, Transformers, Surge Suppressors, Uninterruptible Power Supplies, Equipment Racks, Wire Management, Cabling, Electrical), along with Labeling, Signage, and Close-out Documentation (As-builts, Cable Records, Panel Schedules, and Drawings) and Software, as to provide a complete, turnkey IVVS. This includes visitor units as well as units located in the inmate housing areas.
- D. Final System Testing shall be conducted in advance of overall system acceptance. Final Testing shall be demonstrated for the Stanislaus County Sheriff's Office staff to ensure that the IVVS is functioning as specified by the equipment manufacturer and as represented by GTL.
- E. Training shall be included in the quotation covering the technical and operational aspects of the video visitation system to include user training and related applications for up to 15 (fifteen) Sheriff's Department designees. Training shall include both operations and system maintenance. Training manual, in hard print and PDF, shall be included in the training package and shall be specific to the County operations and system.
- F. GTL will be required to provide a video or online tutorial and help section for Video Visitation users or schedulers (at Remote Video Visitation Center or via internet).
- G. Consultant Service Capability – GTL shall have a technical support center that provides technical services to their customers. The technical support center shall be staffed with trained and certified video system technicians/engineers. GTL will include the cost to provide full maintenance support coverage during the hours of operation for inmate video visitation (8am until 11pm, 7 days a week, 365 days a year, including Holidays).
- H. The IVVS must provide a two way inmate management system link with the County Integrated Criminal Justice Information System (ICJIS). This will apply to all visitations, from the public and inmates.
- I. The IVVS Visitor Registration Process shall at a minimum:

- 1) Allow for full registration of all visitor types via internet (County Hosted) and IP Hosted Browser system.
- 2) Allow on-site registration via kiosks and shall accept an identification card for Future verification and approval by Sheriff Department staff.
- 3) Track approved visitors on an inmate list. automatically flag, disallow or deny applications for previously denied applications or prohibited users as designated by the Sheriff's Department.
- 4) Allow for the use by justice related partners, including Superior Courts, District Attorney and Public Defender, with approval by the Sheriff's Office.
- 5) The IVVS Visitation Monitoring shall at a minimum:
 - a. Provide state of the art equipment for the monitoring staff station at the Remote Visitation Center to monitor the video visitation center during established visiting days and hours.
 - b. Provide remote visitation monitoring access to Sheriff's Department staff working at the Public Safety Center East, or other site as determined by the Sheriff's Department, for afterhours monitoring of the visitation system.
 - c. Provide for different classifications of user access and tracking of user activity to aid in internal monitoring.
 - d. Provide controls which include:
 - i. Immediate Visit Termination
 - ii. Pause/intervention, ability to give warning via preselected menu (content warning, abusive behavior, etc.)
 - iii. Ability to revoke visiting privileges system wide for approved visitor and inmate at time of incident.
 - iv. Ability to store and "flag" visit video and related at the time of incident.
 - v. Ability to provide a function to "flag" for an individual inmate or approved visitor for the storage all visitation video and data.
- 6) The IVVS Schedule Management System shall at a minimum:
 - a. Allow the scheduling of visits by approved visitors and Sheriff Department staff only.
 - b. Allow professional visitors to bump established visitations for the general public.
 - c. Include a flag button for discipline or no visits allowed to certain inmates that blocks schedules and removes them from public visitation system.
 - d. Take into account classification issues (i.e., different gang factions, housing units, etc.) to limit possible conflicts within the Housing Units and at the Remote

Visitation Center. The IVVS shall allow the Sheriff's Department to input data originating in (JMS) for classification including but not limited to:

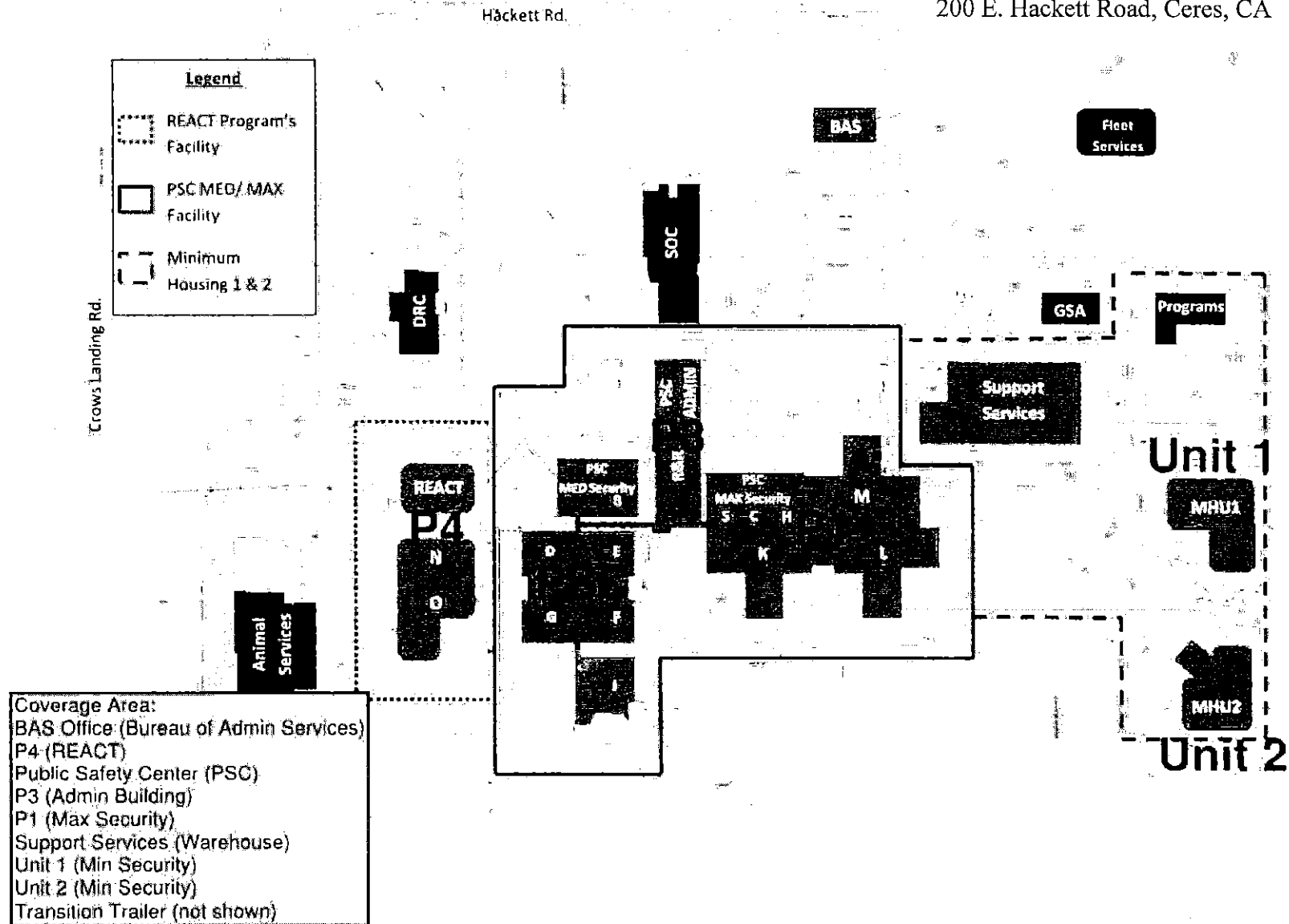
- i. Custody Level
 - ii. Gang Classification
 - iii. Housing Unit Restriction
 - iv. Visitation Restriction
- e. Automatically recognize movement of inmates between housing units; cancel previous scheduling reservations in former inmate housing unit and attempt to reschedule inmate visits in new housing units depending on availability.
 - f. Provide automatic visit change notification or cancellation by email or phone to registered and approved visitor. This action does not require staff action.
 - g. "Lockdown" cancel all visits function designed in the schedule management system.
 - h. Provide the visitor with a visitation status of inmate (allowed, denied, suspended, out to court, medical appointment, etc.)
 - i. Allow visitors to see available visiting time slots (daily, weekly) at their inmate's current housing unit location.
 - j. Allow inmates to request a visitor removed or suspended from their approved visitors list.
 - k. Print upcoming scheduling logs for staff and provide on-demand, real time visitation schedule for Sheriff's Department.
 - l. Make additional visits available for compensation;
 - m. Recognize compliance-required visits versus additional fee based visits and automatically prioritize Title 15 minimum visitation requirements.
 - n. Provide that minimum required visitation will have bumping status over extra paid visits to fulfill the mandatory required number of inmate visits.
 - o. Provide scheduling interface with (JMS) system. System information will be required to make an integrated self-service system function.
 - p. Inmates need to be able to view schedules via a in housing unit jail management kiosks or by printed schedule.

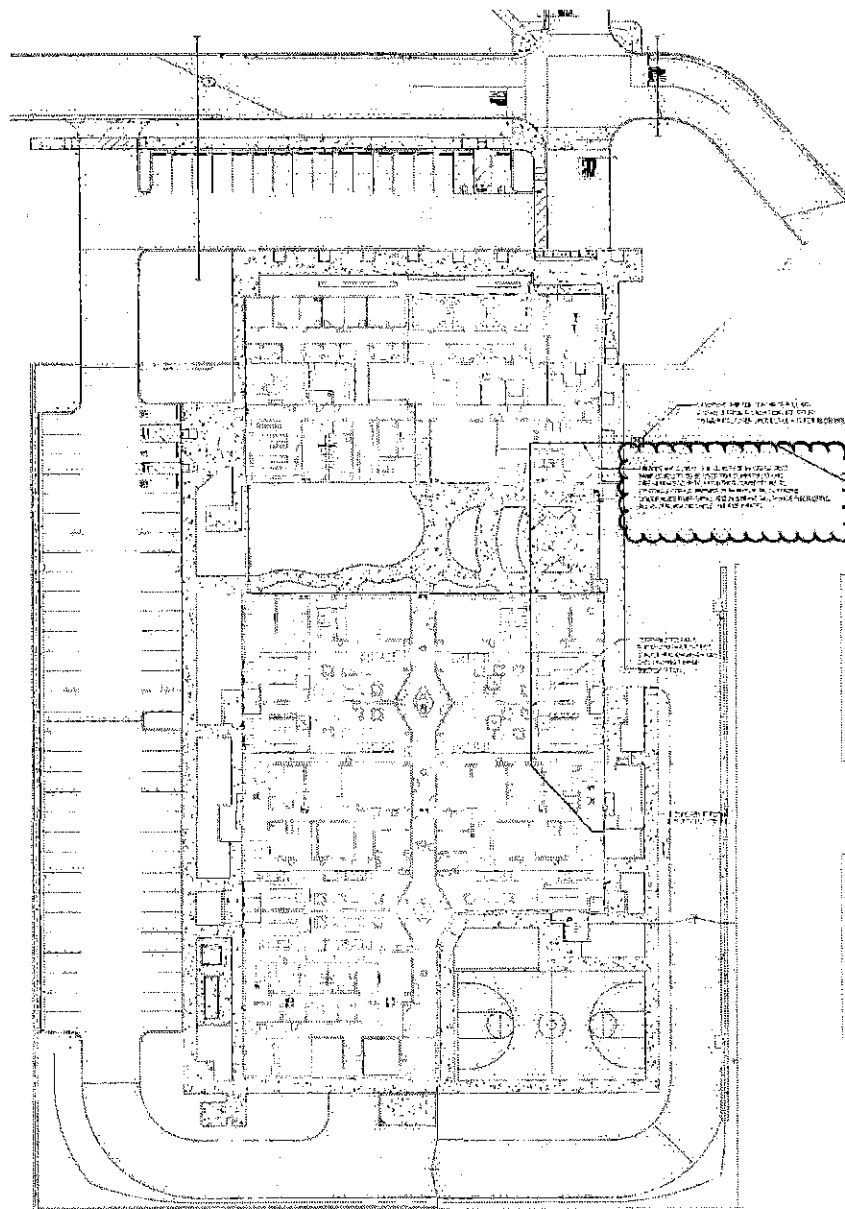
7) The IVVS Data Management shall at a minimum include:

- a. Ability to link to (JMS) and automatic upload to inmate visits tracking system within Sheriff's Office. System must track inmate visit availability, inmate visits taken and visitor information, at a minimum.

- b. Ability to generate reports of all visitation related information for entire life of the system that is both inmate and visit specific. Output should populate from the ICJIS two way data management system and should be producible in any standard office document (MS Excel or similar).
 - c. Ability to require a COTS rack mounted recording server residing at Stanislaus County REACT Center. The recording server will have capacity to record all visits for a minimum of 30 days. The recording server will utilize software that will not require third party video conferencing equipment to record and store recordings. Recordings shall be the property of the County and can be loaded to a CD/DVD disk, thumb drive or high capacity storage devices owned by the County.
 - d. All video output shall be non-proprietary and is not vendor specific. Vendor to build in a video file size reduction tool for emailing and data transmission.
- 8) GTL shall include the potential to provide advertisements to inmates and public visitors using the video visitation system while the system is not in use. Advertisements may include but are not limited to attorney services and bail bond services.

Existing Public Safety Center Site
200 E. Hackett Road, Ceres, CA





SITE COMMUNICATIONS PLAN



Roebbelen
 1000 E. 10th Street, Suite 100
 Modesto, CA 95201-1000
 (209) 521-1000
 www.roebbelen.com

LIONAKIS

1000 E. 10th Street, Suite 100
 Modesto, CA 95201-1000
 (209) 521-1000
 www.lionakis.com

GLUMAC



ALL MATERIAL OTHER SPEC DETAIL NUMBER IS ON THIS SHEET

201

PROVIDE 6-4 CONDUITS IN CONCRETE ENCASED DUCT BANK CONDUITS TO BE USED FOR COMMUNICATIONS, FIRE ALARM SECURITY, AND OTHER CONNECTIONS TO EXISTING SYSTEMS. PROVIDE 15 PAIR COPPER 24 STRAND SINGLE MODE FIBER OPTIC AND 24 STRAND MULTIMODE FIBER OPTIC. ALL UNDERGROUND CABLE TO BE DSP RATED.

1000 E. 10th Street, Suite 100
 Modesto, CA 95201-1000
 (209) 521-1000
 www.lionakis.com

SITE COMMUNICATIONS PLAN

T-101

□ - Scheduling Kiosk

□ - Staff Monitoring Station

1 - Staff Monitoring Station

1 - Scheduling Kiosk

Existing PSC Project
1 fiber connection into
REACT project

SHEET N

1. LOCATION OF THE ARCHITECTURAL IN THE PROJECT OR THE CONTRACTOR TO THE PERMITTING AND THE ENGINEER PRIOR TO THE PROJECT.
2. PROVIDE THE RATE AND THE RATE OF THE PROJECT TO THE CONTRACTOR TO THE PERMITTING AND THE ENGINEER PRIOR TO THE PROJECT.
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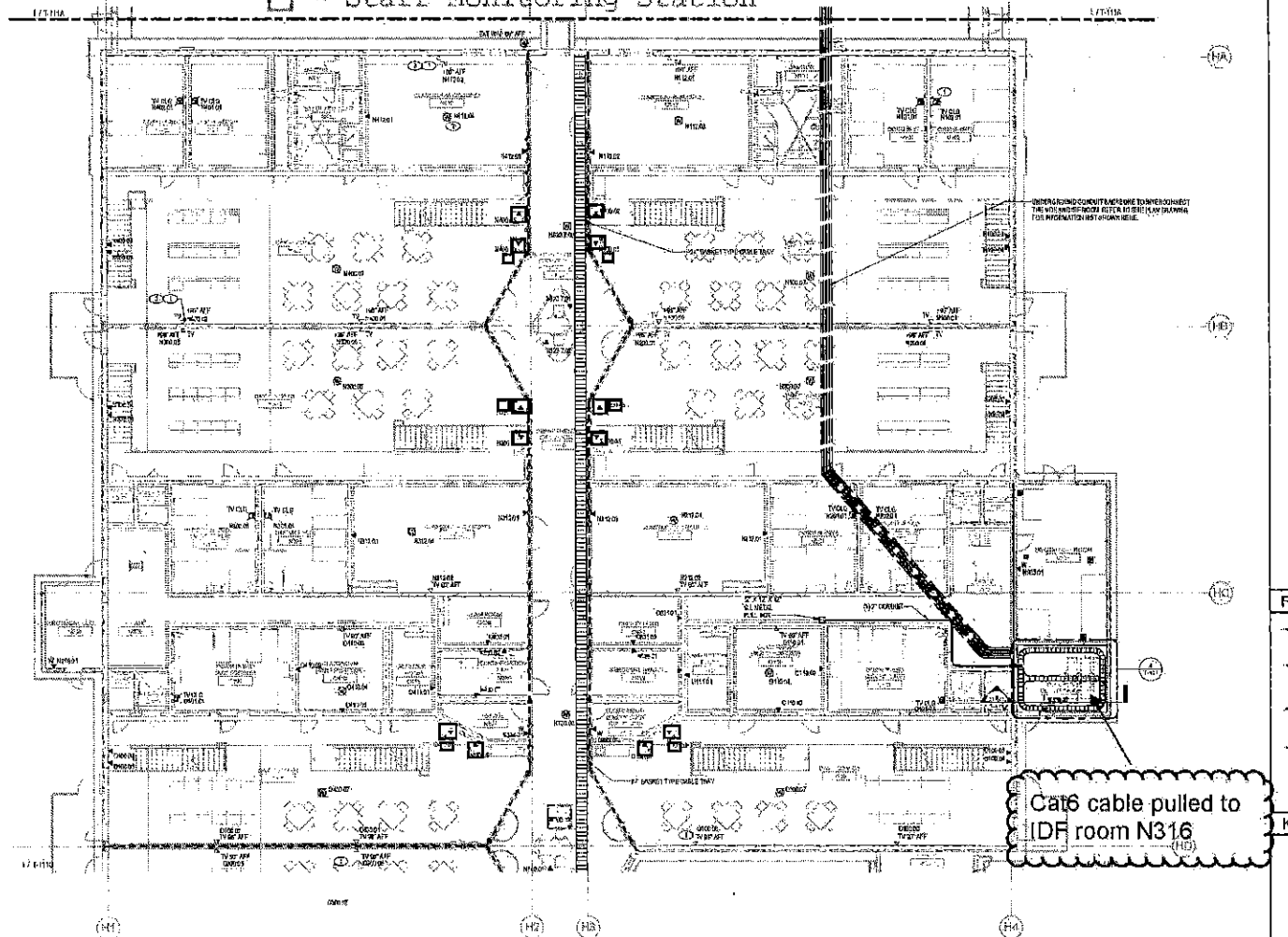
KEYED N

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FIRE RATED V

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10"	10"

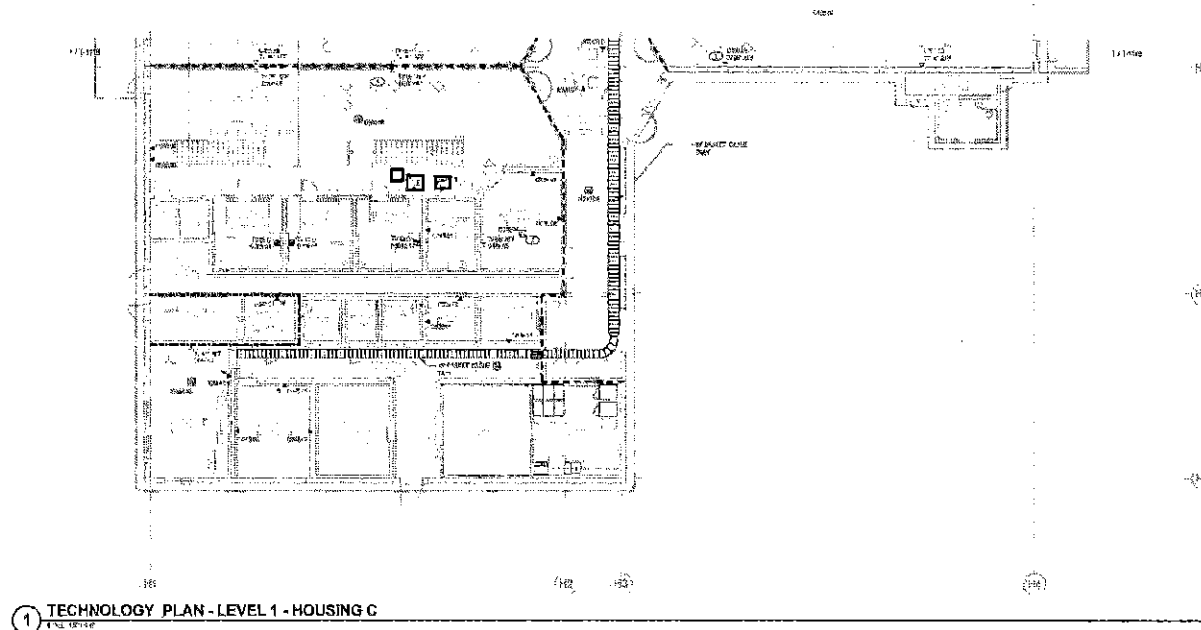
- Cat6 cable pulled to
IDF room N316



1 TECHNOLOGY PLAN - LEVEL 1 - HOUSING B
SCALE: 1/8" = 1'-0"

- ☐ - Video Visitation Unit
- ☐ - Inmate Services Kiosk
- ☐ - Mobile Unit Connection

Cat6 cable pulled to
IDF room N316



SHEET NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
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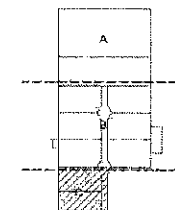
KEYED NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
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FIRE RATED WALLS

- 1. ALL FIRE RATED WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
- 2. ALL FIRE RATED WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
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- 6. ALL FIRE RATED WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.

KEY PLAN



Stanislaus County
Office of the Sheriff
11411 University Avenue, Suite 100
Fresno, CA 93727

LIONAKIS

11411 University Avenue, Suite 100
Fresno, CA 93727

GLUMAC
11411 University Avenue, Suite 100
Fresno, CA 93727



STANISLAUS COUNTY
50-1022 REACT-CENTER
DESIGN PACKAGE #2
11411 University Avenue, Suite 100
Fresno, CA 93727

STANISLAUS COUNTY CAPITAL PROJECT
50-1022 REACT-CENTER
DESIGN PACKAGE #2
11411 University Avenue, Suite 100
Fresno, CA 93727

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**APPENDIX B
SCHEDULE**

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
Commencement of Services Under PSA	County / GTL	April 6, 2018
Completion of all Services	GTL	April 30, 2018
Commencement of Initial Term of Maintenance Services		April 30, 2018
Completion of Initial Term of Maintenance Services		April 30, 2019
Completion of 1 st Extended Term (if selected)		April 30, 2020
Completion of 2 nd Extended Term (if selected)		April 30, 2021
The County reserves the right to modify this schedule at any time in its sole discretion		

APPENDIX C COMPENSATION

1. Compensation: REACT Center: Lump sum not-to-exceed price for all services, costs, and expenses is to be One Hundred Eighteen Thousand One Hundred Eight Dollars and No Cents (\$118,108.00).
 - As specified in the request for quote the County may elect to expand the scope of work to include other County facilities under the same pricing structure at a later date.

REACT Center:

- State Of The Art Inmate Video Visitation Solution
- Visitation Scheduling Software
- Video Visitation Hardware and Software
- 7 Inmate Video Visitation Stations
- 7 Inmate Services Kiosk Stations
- 7 Portable Inmate Stations and Connection
- 3 Inmate Video Visitation Stations to be used for Owner attic stock
- 1 Scheduling Kiosk for Public
- 2 Staff Monitoring Stations
- Additional Visitation Stations at the Remote Video Visitation Center
- Video Visitation Wiring and Installation
- FlexTMLink IVVS Kiosk Inmate Request Link Application
- FlexTMLink IVVS Kiosk Grievance Link Application
- FlexTMLink IVVS Kiosk Commissary Link Application

Remote Video Visitation Center:

- Provide all necessary additional public visitation stations to ensure that the remote video visitation center can accommodate the visitors for the 288 inmates at the REACT Building

Subtotal: \$118,108.00

- Annual Warranty Maintenance and Support for Year Two and beyond (if selected)

Subtotal: \$19,680.00

COMMISSION

2. Commission: For visits beyond those required by California Code of Regulations, Title 15, Section 1062, the Consultant may generate revenue, of which the County shall receive a commission of 50% on total Gross Revenue (as defined below) before any deductions are made for unbillable video visits, bad debt, uncollectable visits, taxes, fraudulent visits, or any other Consultant expense. The required free visits will be achieved either from home/off-site or remote video visitation center.
 - 2.1 Gross Revenue: Gross revenue generated by and through the inmate video visitation system, and through any other contracted services, consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds

or receipts paid to or received by Consultant that are in any way connected to the provision of Services under this Agreement.

2.1.1 Gross revenue does not include the following:

2.1.1.1 Pre-Paid Account Fees: Pre-paid account fees are defined as fees imposed on end-users who set up and/or fund a pre-paid account with the Consultant or a third party to accept video visitation. The pre-paid account fee shall not be applied on a per-visit basis. All pre-paid account fees must be approved by the County and are subject to the penalty defined below if not approved by the County in advance.

2.1.1.2 Required Regulatory Charges and Taxes that are intended to be paid by the end-user and then remitted 100% by the billing party to the appropriate governmental agency.

2.1.1.3 A "Free" Visit shall be defined as a visit not generating any revenue or compensation for the Consultant.

2.1.1.3.1 In the event the Consultant completes unauthorized free visits, the completed visits will be considered part of Gross Revenue and commission for the visits shall be due and payable to the County regardless if the Proposer can bill or collect revenue on the visits.

2.1.1.4 Complimentary and/or Promotional Visits associated with the Consultant's pre-paid program are not commissioned.

2.1.2 Complete Visit: A visit is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the end-user by positive acceptance.

2.2 Rate Requirements: Consultant shall provide 30-minute visits at a cost of \$0.40 per minute.

2.2.1 Additional Fees: Any additional fees to be added to the end-user's bill / account statement or paid by the inmate or end-user (including those associated with establishing / funding pre-paid accounts) for video visitation must be approved by the County prior to implementation. Any charges / fees added to the end-user's bill / account statement for inmate video visitation services without the express written consent of the County shall incur a fine of five hundred dollars (\$500.00) per day from the date the additional charges / fees were first added through the date the charges / fees were discontinued.

2.2.1.1 Notification: The County shall notify Consultant of any unapproved additional fees and / or charges of which the County becomes aware of and shall provide Consultant with an invoice for the total fine due, for which the Consultant shall remit payment to the County within thirty (30) days.

2.2.1.2 Discontinuation: Should the County and Consultant mutually agree that the charges / fees are to be discontinued, Consultant shall refund each end-user for the unapproved charges / fees from the date the charges / fees were implemented until the date the charges / fees were discontinued.

2.2.2 Rate Adjustments Requested by County shall be implemented within ten (10) days of the County's written request, subject to regulatory approval.

2.3 Payment and Reporting: Consultant shall provide monthly commission payments and traffic detail reports inclusive of but not limited to all visits generated through the IVVS and additional contracted services generated through the IVVS to the County on or before the twenty-fifth (25th) day of the month following the traffic month. The County requires the traffic detail reports be sent electronically in an exploitable format.

2.4 Commission Discrepancies: must be resolved by the Consultant, and to the County's satisfaction, within thirty (30) days of receipt of discrepancy notification from the County or its Designated Agent. If not resolved satisfactorily, such discrepancy will be subject to late charges described below and/or the Agreement may be terminated at the sole discretion of the County. The County further retains the right to pursue any other legal remedies it deems necessary.

2.5 Late Charges and / or Fines:

2.5.1 Late charges and / or fines for commission payments shall be equal to five percent (5%) per month of the commission due.

2.5.2 Late charges and / or fines for monthly reporting shall be a fee of \$750.00 per month for each traffic detail report, billing file and miscellaneous charges / fees report not received by the 25th day of the month following the traffic month or for each day / month each report does not contain adequate information.

2.5.3 If the commission is late and the monthly traffic detail report is late or incomplete, late charges and / or fines for both shall apply.

APPENDIX D LABOR COMPLIANCE

Contractor and Subcontractors are responsible for complying with each and every applicable prevailing wage law.

1.0 LABOR COMPLIANCE PROGRAM

- 1.01** All Contractors and Subcontractors providing workers or performing work on the Project shall comply with California Labor Code Sections 1771.1, 1771.7 and all other applicable labor requirements.
- 1.02** All Contractors and Subcontractors providing workers or performing work on the Project shall comply with all applicable wage and hour laws.

2.0 WAGE RATES

- 2.01** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at 1010 10th Street, Suite 6800, Modesto, California 95354. Upon request, Owner will make available copies to any interested party.
- 2.02** Contractor shall post the applicable prevailing wage rates at each Project construction site.

3.0 NO DUTY TO CONTRACTOR OR SUBCONTRACTOR

- 3.01** The duty of Owner to carry out its Labor Compliance Program runs solely to the Director of the California Department of Industrial Relations and not to any worker, Contractor, subcontractor or other party..

4.0 PAYMENT OF PREVAILING WAGE RATES

- 4.01** Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Owner to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract.
- 4.02** Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement 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 holiday and overtime work fixed in the California Labor Code.

- 4.03 The Contractor is responsible for ascertaining and complying with all current general prevailing wage rates for each craft, classification, or type of worker needed to execute the Contract including any rate changes that take effect during the term of the Contract.
- 4.04 The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall ascertain and comply with all current general prevailing wage rates for each craft, classification, or type of worker needed to perform the Work, including any rate changes that take effect during the term of such contract.
- 4.05 The limited exemption from paying prevailing wage rates pursuant to California Labor Code §1771.5 shall be applied to this Contract if the exemption criteria set forth therein are met.

5.0 LABOR CODE COMPLIANT PAYROLL RECORDS

- 5.01 Contractor must maintain accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing Work on the Project. Contractor's payroll records shall also set forth the straight time and overtime hours worked each day and each week, the fringe benefits and the actual per diem wage paid to each owner, journeyman, apprentice worker or other employee employed in connection with the Project.
- 5.02 Each of Contractor's payroll record shall be verified by a written declaration that it is made under penalty of perjury and stating that the information contained in the payroll record is true and correct and that the Contractor has complied with the requirements of California Labor Code §§1771, 1811 and 1815 for any Work performed by the Contractor's employees on the Project.
- 5.03 The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall maintain accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing Work on the Project. Subcontractor's payroll records shall also set forth the straight time and overtime hours worked each day and each week, the fringe benefits and the actual per diem wage paid to each owner, journeyman, apprentice worker or other employee employed in connection with the Project.
- 5.04 The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall verified by a written declaration that it is made under penalty of perjury and stating that the information contained in the payroll record is true and correct and that the Subcontractor has complied with the requirements of California Labor Code §§1771, 1811 and 1815 for any Work performed by the Subcontractor's employees on the Project.

6.0 PAYROLL RECORD AVAILABILITY

- 6.01 The Contractor shall make available for inspection at all reasonable hours at the principal office of the Contractor, or shall furnish a certified copy, of all Contractor's payroll records for its employees employed in connection with the Work upon request by

an employee, employee representative, Owner, the Compliance Administrator or any other Owner representative, The Division of Labor Standards

- 6.02** The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall make available for inspection at all reasonable hours at the principal office of the Subcontractor, or shall furnish a certified copy of all Subcontractor's payroll records for its employees employed in connection with the Work upon request by an employee, employee representative, Owner, the Compliance Administrator or any other Owner representative, The Division of Labor Standards.
- 6.03** If the principal office of the Contractor or Subcontractor is more than twenty-five miles from the Project site, upon request from Owner, the Compliance Administrator or any other Owner representative or a worker employee, Contractor or Subcontractor shall make a certified copy of all Contractor's or Subcontractor's payroll records for its employees employed in connection with the Work available for inspection at Owner's office located at 1010 Tenth Street, Suite 2300, Modesto, CA 95354.

7.0 SUBMISSION OF WEEKLY PAYROLL RECORDS

- 7.01** Contractor shall submit to the Compliance Administrator in the manner required by the Department of Industrial Relations a certified copy of all the Contractor's payroll records for its employees employed in connection with the Work on a weekly basis. The certified payroll records for the preceding week shall be submitted on the Wednesday of the following week. In the event that a legal holiday falls on Wednesday, the certified payroll records shall be submitted on the next business day.
- 7.01.1** If there was no work performed during a given week, Contractor's certified payroll record shall be annotated: "no work" for that week.
- 7.01.2** Contractor shall mark "final" on its last submitted payroll for the Project.
- 7.02** The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall submit to the Compliance Administrator a certified copy of all the Subcontractor's payroll records for its employees employed in connection with the Work on a weekly basis. The certified payroll records for the preceding week shall be submitted on the [Wednesday] of the following week. In the event that a legal holiday falls on [Wednesday], the certified payroll records shall be submitted on the next business day.
- 7.02.1** If there was no work performed during a given week, Subcontractor's certified payroll record shall be annotated: "no work" for that week.
- 7.02.2** Subcontractor shall mark "final" on its last submitted payroll for the Project.

8.0 AUDIT AND INVESTIGATION OF COMPLIANCE

- 8.01** Owner may conduct reasonable investigation of Contractor's and/or Subcontractor's compliance with the requirements of California Labor Code §§1771, 1775, 1777.5, 1811, 1813 and 1815 and any other applicable state or federal labor law. Not more than ten days after a written or oral request from Owner, Compliance Administrator or any other Owner representative, Contractor and/or Subcontractor shall provide legible copies

of time cards, personnel sign in sheets, daily logs payroll registers, paycheck stubs, cancelled paychecks or any other document requested to authenticate or corroborate compliance with prevailing wage rate laws. Contractor and/or Subcontractor shall make the originals of the requested documents available for inspection upon request by Owner, the Compliance Administrator or any other Owner representative at all reasonable hours at the principal office of the Contractor or Subcontractor or if the principal office of the Contractor or Subcontractor is more than 25 miles from the Project site, at Owner's office located at 1010 10th Street, Suite 2300, Modesto, California 95354.

- 8.02** Contractor and/or Subcontractor shall assist Owner, the Compliance Administrator or any other Owner representative with any investigation or audit of Contractor and/or Subcontractor regarding compliance with the prevailing wage rate laws.
- 8.03** Contractor and/or Subcontractor shall make its employees available for interviews by Owner, the Compliance Administrator or any other Owner representative.
- 8.04** Neither Contractor nor Subcontractor shall take retaliatory measures against any worker on the Project for informing Owner or Compliance Administrator or Owner representative of, or responding to, any monitoring, investigation or audit of any violation or suspected violation of the prevailing wage rate laws.
- 8.05** Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, the same terms as set forth in this Document.

9.0 INADEQUATE OR DELINQUENT PAYROLL RECORDS

- 9.01** Payment under this Contract shall not be made when Contractor or Subcontractor payroll records are delinquent or inadequate.
- 9.02** Payroll records shall be considered delinquent if they are not submitted in compliance with this Document.
- 9.03** Payroll records shall also be considered delinquent if they are not submitted within ten days of any written request by Owner or Compliance Administrator or other Owner representative.
- 9.04** Payroll records shall be considered inadequate if one or more of the following conditions exists:
 - 9.04.1** The record lacks the information required by California Labor Code §1776; or
 - 9.04.2** The record contains the information required by California Labor Code §1776 but is not certified, or is certified by someone that is not an agent of the Contractor; or
 - 9.04.3** A nonconforming record remains uncorrected for one payroll period after Owner or its designee has given Contractor notice of inaccuracies detected by Owner or its designee.

10.0 NOTICE OF WITHHOLDING

- 10.01** Owner shall provide Contractor with notice of withholding contract payments.
- 10.02** Owner shall provide Contractor and Subcontractor with notice of withholding if withholding is due to Subcontractor.

11.0 REQUEST FOR REVIEW

- 11.01** The exclusive and only means for Contractor or Subcontractor to receive review of a decision by Owner to withhold payment for violations of the prevailing wage requirements is through the procedure set forth herein.
- 11.02** Contractor or Subcontractor may contest a finding that it has violated the prevailing wage requirement laws by submitted a writing clearly identified as "Request for Review" to Owner's Labor Compliance Program personnel as identified in Paragraph 2 of this Document within sixty (60) days after service of the Notice to Withhold of Contract Payments.
- 11.03** The Request for Review must clearly identify the Notice of Withholding Contract Payments from which review is sought, including the date of the Notice of Withholding Contract Payments or it shall include a copy of the Notice of Withholding Contract Payments as an attachment.
- 11.04** The Request for Review must contain a complete statement of the basis for the protest.
- 11.05** The Request for Review must refer to the specific portion of the Notice to Withhold that forms the basis for the protest.
- 11.06** The Request for Review must include the name, address, and telephone number of the person representing the protesting party.

12.0 FAILURE TO REQUEST REVIEW SHALL RESULT IN FINAL JUDGMENT

- 12.01** Failure by the Contractor to submit a timely Request for Review may result in a final order which shall be binding on the Contractor.
- 12.02** Failure by the Subcontractor to submit a timely Request for Review may result in a final order which shall be binding on the Subcontractor.

13.0 NO INTERIM PAYMENT OF WITHHELD CONTRACT PAYMENTS

- 13.01** Pending a final order, or the expiration of the time period for seeking review of the Notice of Withholding of Contract Payments, Owner shall not disburse any Contract payments that have been withheld.

14.0 FAILURE TO COMPLY WITH LABOR LAWS MAY RESULT IN PENALTIES

- 14.01** Failure by Contractor or Subcontractor to pay every employee performing Work prevailing wages may result in the Contractor and/or Subcontractor being prohibited from bidding on public works projects for up to three years.

- 14.02** Failure by Contractor or Subcontractor to pay every employee performing Work prevailing wages may result in the Contractor and/or Subcontractor being prohibited from being awarded public works projects for up to three years.
- 14.03** Failure by Contractor or Subcontractor to pay every employee performing Work prevailing wages may result in a forfeiture of the unpaid wages by the Contractor or Subcontractor.
- 14.04** Failure by Contractor or Subcontractor to pay every employee performing Work prevailing wages may result in a forfeiture of up to \$50.00 per each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.
- 14.05** Failure by Contractor or Subcontractor to submit certified copies of payroll records within ten days of a written request from Owner, the Compliance Administrator or any other Owner representative may result in a forfeiture of up to \$25.00 per each calendar day, or portion thereof, for each worker until strict compliance is effectuated.
- 14.06** Failure by Subcontractor to pay every employee performing Work prevailing wages may result in withholdings, penalties and forfeitures being assessed against Contractor.

15.0 CONTRACTOR MUST MONITOR SUBCONTRACTOR COMPLIANCE

- 15.01** Contractor shall monitor the payment of the specified general prevailing rate of per diem wages to employees by each Subcontractor by periodically reviewing the certified payroll records of each Subcontractor.

16.0 CORRECTIVE ACTION BY CONTRACTOR REGARDING SUBCONTRACTOR

- 16.01** Once the Contractor is aware that any Subcontractor has failed to pay its workers the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subcontractor for Work performed on the Project.

17.0 AFFIDAVIT PRIOR TO FINAL PAYMENT TO SUBCONTRACTOR

- 17.01** Prior to making final payment to any Subcontractor for Work performed on the Project, Contractor shall obtain an affidavit signed under penalty of perjury from each Subcontractor that each Subcontractor has paid the specified general prevailing rate of per diem wages to its employees on the Project and any amounts due under California Labor Code §1813.

18.0 NOTICE OF PRIOR VIOLATIONS OF THE PREVAILING WAGE RATES

- 18.01** Contractor shall promptly notify Owner if Contractor has been barred from bidding for or working on public works projects for any reason.
- 18.02** Contractor shall promptly notify Owner if Contractor or a firm, corporation, partnership, or association in which the Contractor has any interest has been found to have willfully violated the prevailing wage rate laws.

- 18.03** Contractor shall promptly notify Owner if Contractor or a firm, corporation, partnership, or association in which the Contractor or has any interest has been found to have violated the public works chapter of the California Labor Code with an intent to defraud.
- 18.04** The term "any interest" shall have the meaning set forth in California Labor Code §1777.1(f) or any amendment thereto.

END OF DOCUMENT

APPENDIX E BONDING REQUIREMENTS

1.01 Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.

- A. For all Agreements where the cost of construction exceeds \$25,000, the selected Contractor shall be required to provide both a construction performance bond and a construction labor and material payment bond, in accordance with Civil Code Section 3248 and Appendix E.1 – Construction Performance Bond and Appendix E.2 – Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).
- B. For all Agreements where the estimated cost of construction exceeds \$6,500, the selected Contractor shall be required to provide a construction performance bond in accordance with Appendix E.1 – Construction Performance Bond. Contractor may not substitute cash in lieu of the required bond(s).
- C. If the Order specifies performance retention, then Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).

APPENDIX E.1
CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, **Stanislaus County**, a public agency of the State of California ("Owner") has awarded to **Global Tel*Link Corporation (GTL)** as Principal an Agreement dated the _____ day of April, 2018 (the "Contract"), titled Inmate Video Visitation Solution ("IVVS") at the REACT Center in the amount of \$118,108.00, which Contract is by this reference made a part hereof, for the work described as follows:

Furnish, install and maintain a state of the art Inmate Video Visitation System at the REACT Center.

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;
3. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
5. No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
6. Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly:
 - 6.01 Undertake through its agents or independent contractors, reasonably acceptable to Owner, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
 - 6.02 Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of

completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.

7. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others. Surety may not use Contractor to complete the Contract absent Owner's Consent.
8. No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.
9. Surety may join in any proceedings brought under the Contract and shall be bound by any judgment.
10. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

APPENDIX E.2
CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the **Stanislaus County** ("Owner") has awarded to **Global Tel*Link Corporation (GTL)** as Principal an Agreement dated the _____ day of April, 2018 (the "Contract"), titled Inmate Video Visitation Solution ("IVVS") at the REACT Center in the amount of \$118,108.00, which Contract is by this reference made a part hereof, for the work described as follows:

Furnish, install and maintain a state of the art Inmate Video Visitation System at the REACT Center.

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Order to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
3. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE (\$118,108.00), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code §3181, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Order, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
5. This bond shall inure to the benefit of any of the persons named in California Civil Code §3181, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.
7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

APPENDIX F WARRANTY AND GUARANTY REQUIREMENTS

1.01 Warranty And Guaranty

- A. **General Representations and Warranties.** Consultant represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with Title 24, California Code of Regulations and the terms of Contract Documents. Consultant warrants that all design and construction services shall be performed in accordance with generally accepted professional standards of good and sound design and construction practices and all requirements of Contract Documents, and that the design as developed will comply with the RFP and RFQ Documents and the intended use of the Project. Consultant warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, architecture and/or engineering, materials, construction and workmanship. Consultant warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, RFP and RFQ Documents and all descriptions set forth therein, and all other requirements of Contract Documents. Consultant shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.
- B. **Extended Guaranties.** Any guaranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Consultant shall supply Owner with all warranty and guaranty documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.

APPENDIX F.1 GUARANTY

TO: The COUNTY OF STANISLAUS ("Owner"), for construction of the Inmate Video Visitation System at 194 E. Hackett Road, Ceres, California.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Consultant hereby grants to Owner for a period of one (1) year following the date of Final Acceptance of the Work completed, or such longer period specified in Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all design, engineering, professional services, labor, materials and equipment provided by Consultant and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Consultant shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Consultant of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Consultant shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one (1) year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Consultant shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Consultant shall respond within 24 hours after being notified in writing by Owner of any Work not in accordance with the requirements of the Contract or any defects in the Work. Consultant shall commence and prosecute with due diligence all work necessary to fulfill the terms of this Guaranty, and to complete the Work within a reasonable period of time. Consultant shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Consultant fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Consultant shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Consultant fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Consultant of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Consultant shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

Consultant will be responsible for the replacement of the IVVS in its entirety or its individual components for a period of one (1) year, 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 and will occur immediately upon notification to Consultant within the agreed upon time frames for support and service.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents.

The foregoing Guaranty is in addition to any other warranties of Consultant contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Consultant under the Contract Documents and at law with respect to Consultant's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Consultant under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Consultant.

Date: _____, 20____

Consultant's name

By: _____
Signature

Print Name

Title

Street Address

City, State, Zip code

APPENDIX G
Service Schedule
Enhanced Services

1. **Applicability.** This Service Schedule applies only to enhanced services. Where "Consultant" is used in this Service Schedule, it shall mean Global Tel*Link Corporation. Additional terms and conditions applicable to Enhanced Services may be found on Consultant's website and may be modified from time to time.

2. **Definitions.** Capitalized terms used and not otherwise defined shall have the meaning set forth in the Agreement.

"Enhanced Services" means communications products provided Video Visitation Units.

"Video Visitation Service" (or "VVS") means an Enhanced Service that permits face-to-face visits, on-site video visits, or remote video visits using a platform to facilitate inmate communications with family, friends, and attorneys.

"Video Visitation Unit" means the hardware and equipment that provides access to Video Visitation Services.

3. **Deployment Locations.** Enhanced Services will be deployed at the locations listed in the table below (individually "Location" and collectively "Locations") pursuant to schedule in Appendix A.

Location	Location Description	# of Video Visitation Units
REACT Center (Housing)	194 E. Hackett Road, Ceres, California 95307	7 Inmate Video Visitation Stations 7 Inmate Services Kiosks 7 Portable Visitation Stations 1 Staff Monitoring Station 3 Inmate Video Visitation Systems as Owner Attic Stock
REACT Center (Administration)	194 E. Hackett Road, Ceres, California 95307	1 Scheduling Kiosk 1 Staff Monitoring Station
Remote Video Visitation Center	801 11 th Street, Modesto, California 95354	0

4. **Consultant Provided Equipment, Services and Cabling.** Consultant will supply equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations in accordance with **Appendix I** GTL Quote Summary. All right, title, and interest in and to all hardware, a one-year license for such software, and services supplied shall transfer to County upon payment in full of installation cost of \$118,108.00 pursuant to **Appendix I**.

5. **Support and Maintenance.** One year of Annual Software License and Support, and Equipment Support and Maintenance has been included with the amount due upon installation. Pricing for additional year (if selected) shall be \$19,680.00 as set forth. Consultant will provide all support and maintenance services for the Enhanced Services, subject to the limitations described herein. Consultant will respond promptly to all support requests. The County will permit Consultant authorized personnel access to the equipment, information, data, data

communication services, and communication lines required for the installation, operation, and/or maintenance of the Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Consultant to perform its obligations herein.

6. Video Visitation Enhanced Services. Consultant shall be responsible for: (a) furnishing, installing, repairing and servicing the equipment listed below; (b) the performance (alone or through others) of all validation, billing, outclearing and collection services; and (c) the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of the Consultant's obligations hereunder. County and Consultant shall use best efforts to promote video visitation, including: (a) make video visitation available for at least 12 hours a day every day, without inmate session limitations except in connection with disciplinary action; (b) allow Consultant to promote the use of video visitation through, among others, the distribution of promotional material at County Facility locations, IVR recordings, the Web, and press releases; (c) allow Consultant to have promotional pricing to make video visitation an attractive alternative.

7. VVS Software. The Consultant shall deploy a hosted application server in the Consultant video visitation data center ("Licensed Software"). Such Licensed Software is offered pursuant to terms contained in this Section 7. The Consultant's VVS software provides the following functionalities for visitation scheduling: (a) unlimited number of user licenses for scheduling software; (b) facility registration and scheduling; (c) public web-based registration and scheduling; (d) multilingual web interface (English, Spanish); and (e) professional web-based registration and scheduling. The VVS software allows the County to (a) manage public and professional visits; (b) manage non-contact and contact visits; (c) manage on premises video visitation and remote video visitation; (d) establish set schedules for non-contact visits, contact, visits, on premises video visits, and remote video visits; (e) have officer check in for all on premises visits; and (f) have officer video check-in prior to remote video visitation start. The County may configure the VVS software to conform with County visitation policies, visitation restrictions, and schedules. The VVS software may be integrated with County's Jail Management System (or "JMS"); provided, however, the Consultant shall not be responsible for any charges that may be assessed for the interface or its maintenance by the County's JMS provider. County may use the VVS software for live monitoring and recording, and may request certain data reports based on the data available via the VVS software.

County acknowledges and agrees that the copyright, patent, trade secret, and all other Intellectual Property Rights of whatever nature in the Licensed Software, Interfaces, Documentation and Specifications, including any modifications or derivatives thereof are and shall remain the property of Consultant, and nothing in this Agreement should be construed as transferring any aspects of such rights to County or any third-party.

Subject to payment by County of all amounts owed for use of the Licensed Software, as provided in the Agreement, and subject also to the terms and conditions in this Agreement, Consultant grants County a non-exclusive, non-transferable, license to the Licensed Software, Interfaces, and Documentation solely for the purpose of the County's use of the Licensed Software and Documentation for its internal operations at the Facility. Said license is expressly limited to a grant to the County of the right to (a) use the Licensed Software, Interfaces, and the Documentation, but solely for the Licensee's internal operations of the Facility;

Except as explicitly provided in this Agreement, County shall not without prior written permission: (a) make available or distribute all or part of the Licensed Software, the Interfaces,

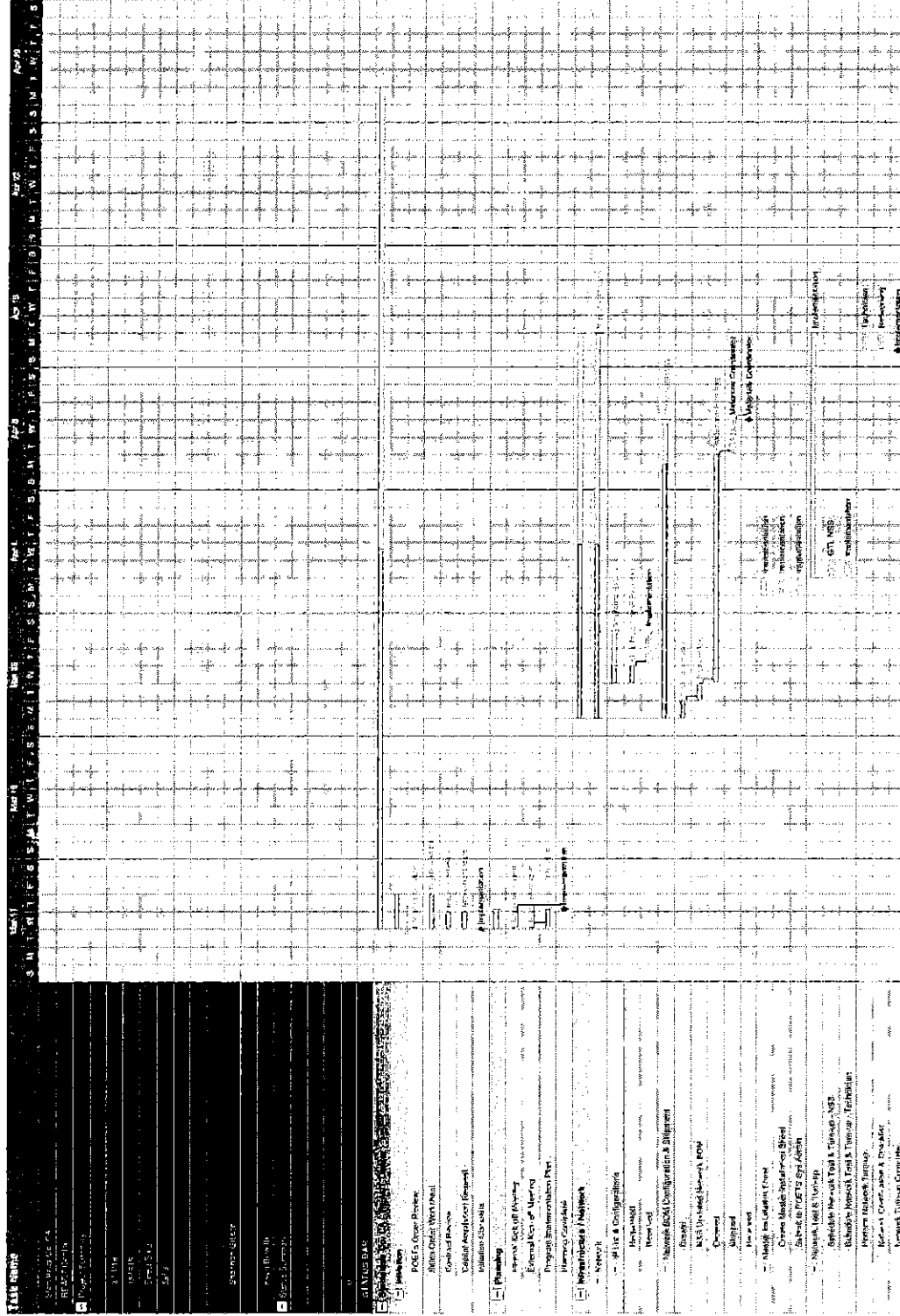
or Documentation to any third party by assignment, sublicense or by any other means; (b) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the Licensed Software, Interfaces, or Documentation; or (c) use the Licensed Software or Interfaces to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third-party access to the Licensed Software or Interfaces.

County acknowledges and agrees that this License granted hereunder extends solely to the Licensed Software and Interfaces in object form only, and that nothing in this Agreement shall be construed as granting any license whatsoever to the underlying source code that is used to generate the Licensed Software or Interfaces.

Except as expressly licensed to County under this Agreement, Consultant reserves all other right, title and interest in and to the Licensed Software, Interfaces, Documentation and Specifications. Under no circumstances shall anything in this Agreement be construed as granting to County, by implication, estoppel or otherwise, (i) a license to any technology other than the Licensed Software and Interfaces or (ii) any additional license rights for the Licensed Software, Interfaces, Documentation and Specifications other than the license expressly granted in this Agreement.

APPENDIX H

Installation Schedule



APPENDIX I

Pricing

Cost Breakdown

Video Visitation

Software			
Product Name	Quantity	Partner	Extended
VisManager SaaS 5.6 Standard Base Package	12	\$295.00	N/C
Station Automation- 5.6 (VisStations Only)	12	\$295.00	N/C
VisMonitor 5.6 (view up to 8 simultaneous visits)	12	\$95.00	\$1,140.00
VisMonitor 5.6 (view up to 8 simultaneous visits)	12	\$95.00	\$1,140.00
VisRecord Module 5.6 On Premise - VisStations (up to 8 simultaneous visits stored on premise.)	12	\$50.00	\$600.00
Hardware and Storage NOT included			
ID Card Reader Module 5.6	12	\$25.00	N/C
VisNotification Phone Module 5.6 (1 port w/English)	12	\$95.00	N/C
VisNotification Module 5.6 (Spanish)	12	\$10.00	N/C
Level 2 Support - 7x24x365	12	\$175.00	N/C
Subtotal:			\$2,880.00
Support			
Product Name	Quantity	Partner	Extended
SU-SUPPORT-Visitor Support- up to 600 ADP (per month)	12	\$400.00	\$4,800.00
Network**	12	\$1,000.00	\$12,000.00
Subtotal:			\$16,800.00
Services			
Product Name	Quantity	Partner	Extended
SV-TRAINING-Scheduling & Administration (1 day)	1	\$1,500.00	\$1,500.00
SV-TRAINING-Onsite Go-Live - 1 Day	1	\$675.00	\$675.00
SV-TRAVEL by Air- including 2 days on site	1	\$2,500.00	\$2,500.00
SV-TRAVEL- Additional days on site	2	\$295.00	\$590.00
VisManager SaaS 5.6 Standard- Implementation	1	\$2,500.00	\$2,500.00
VisManager SaaS 5.6 - Custom JMS	1	\$2,500.00	N/C
SV-Wiring and Install	21	\$1,401.00	\$29,421.00
Subtotal:			\$37,186.00
Hardware			
Product Name	Quantity	Partner	Extended
10.1" Flex	21	\$1,500.00	\$31,500.00
HW-MOBILE CART	7	\$630.00	\$4,410.00
HW-SERVER- Gatekeeper/FMS	1	\$8,515.00	\$8,515.00
HW-SERVER- Recording Storage	1	\$4,576.00	\$4,576.00
HW-RACK	1	\$2,275.00	\$2,275.00
HW-KIOSK-Pedestal Lobby Kiosk w/Card Reader	1	\$6,234.00	\$6,234.00
HW-Officer Monitoring/Check-in PC w/Card Reader	2	\$1,866.00	\$3,732.00
Subtotal:			\$61,242.00

Total Investment \$118,108.00

Annual Support Year 2			
Product Name	Quantity	Partner	Extended
VisManager SaaS 5.6 Standard Base Package	12	\$295.00	N/C
Station Automation- 5.6 (VisStations Only)	12	\$295.00	N/C
VisMonitor 5.6 (view up to 8 simultaneous visits)	12	\$95.00	\$1,140.00
VisMonitor 5.6 (view up to 8 simultaneous visits)	12	\$95.00	\$1,140.00
VisRecord Module 5.6 On Premise - VisStations (up to 8 simultaneous visits stored on premise.) Hardware and Storage NOT included	12	\$50.00	\$600.00
ID Card Reader Module 5.6	12	\$25.00	N/C
VisNotification Phone Module 5.6 (1 port w/English)	12	\$95.00	N/C
VisNotification Module 5.6 (Spanish)	12	\$10.00	N/C
Level 2 Support- 7x24x365	12	\$175.00	N/C
SU-SUPPORT-Visitor Support- up to 600 ADP (per month)	12	\$400.00	\$4,800.00
Network**	12	\$1,000.00	\$12,000.00
Total Year 2 Fees			\$19,680.00