



ALAMEDA COUNTY SHERIFF'S OFFICE

YESENIA SANCHEZ SHERIFF-CORONER

June 15, 2023

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

SUBJECT: AUTHORIZE AMENDMENT NO. 4 TO EXTEND THE CONTRACT WITH GLOBAL TEL*LINK CORPORATION FOR INMATE TELEPHONE SERVICES WITH SERVICE ENABLED TABLETS; MASTER CONTRACT NO. 901510; PROCUREMENT CONTRACT NO. 15634

Dear Board Members:

<u>RECOMMENDATION</u>:

Authorize the Purchasing Agent, or her designee, to execute Amendment No. 4 to the contract (Master Contract No. 901510; Procurement Contract No. 15634) with Global Tel*Link Corporation (Principal: Jeffrey Haidinger; Location: Reston, Virginia) to continue providing inmate telephone services with service enabled tablets to the Alameda County Sheriff's Office, extending the current term of 11/1/18 - 10/31/23 to 4/30/24, with no increase to the contract amount.

DISCUSSION/SUMMARY:

On August 7, 2018, your Board approved (File No. 30160; Item No. 65) a three-year contract with Global Tel*Link Corporation to provide inmate telephone services with service-enabled tablets for the Alameda County Sheriff's Office (ACSO) at no cost to the County. On September 22, 2020, your Board approved (File No. 30535, Item No. 91) an amendment with no change to the term, adding funds to the contract not to exceed \$400,000. The first contract amendment added funds to temporarily provide inmate telephone and video services free of charge to inmates when Santa Rita Jail temporarily suspended in-person visitation in compliance with the "shelter in place" order for all residents to curb the rapid spread of COVID-19. On August 3, 2021, your Board approved (Item No. 86) an amendment to extend the term by one year until October 31, 2022, with no increase to the contract amount. On October 18, 2022, your Board approved (File No. 30873, Item No. 55) an amendment to extend the term by one year until October 31, 2023, with no increase to the contract amount.

Telephone services are provided on a commission basis payable to the ACSO Inmate Welfare Fund (IWF). The IWF functions to provide inmate services in conformity with the California Code of Regulations, Title 15, and within the scope of Penal Code 4025. The programs funded by the IWF are for the benefit and education of inmates and are intended to provide positive intervention to reduce recidivism and encourage rehabilitation. The IWF receives funding from commissions generated from payphone, commissary, vending machine sales, and the State Department of Education. One of the key incentives of the services provided is to enable inmates to communicate with family, friends, and others in the community while also controlling inmate usage and limiting the use of telephones or tablets for illicit activity.

June 15, 2023

ACSO is satisfied with the services currently provided by Global Tel*Link Corporation. The contract allows for this extension by mutual agreement. The amendment will ensure continuity of services and allow General Services Agency (GSA)–Procurement to complete a new competitive process.

<u>SELECTION CRITERIA/PROCESS</u>:

ACSO worked with GSA–Procurement to develop a Request for Proposal (RFP), which was issued on May 17, 2017 and resulted in three responses. Global Tel*Link Corporation was the highest-scoring vendor, met all requirements of the RFP, and received favorable references. Global Tel*Link agreed to subcontract with Lighthouse Communications (Certified Emerging: 17-00012; Expiration 12/31/2021) to provide initial installation and service hardware. Lighthouse Communications completed all the hardware and installation requirements during the initial term of the contract. After completion of the hardware installation and rollout, only telephone services have been provided, therefore no subcontracting opportunities are available. The Small Local Emerging Business (SLEB) waiver for Global Tel*Link Corporation (SLEB Waiver No. 8885, valid through April 30, 2024) was granted by the Office of Acquisition Policy.

FINANCING:

Commissions from the inmate telephone service purchases are deposited into the ACSO-IWF at no cost to the County. No additional appropriations are required and there will be no increase in net County cost as a result of your approval.

VISION 2026 GOAL:

Inmate telephone services with service enabled tablets meet the 10X goal pathway of a <u>Crime Free County</u> in support of our shared vision of <u>Safe and Livable Communities</u>.

Respectfully submitted,

DocuSigned by: Yesenia Sancher

Yesenia Sanchez Sheriff-Coroner

Attachment

DocuSigned by: Limberly Gasaway BD4CA131AA0B4C2... Kimberly Gasaway Director, General Services Agency

KG\KB\mm\I:\Board Letters\Purchasing\FY 2022-23\ 901510 A4 BL BN Inmate Telephone Service

cc: County Administrator Auditor-Controller County Counsel

ATTACHMENT

CONTRACT SUMMARY INMATE TELEPHONE SERVICES WITH SERVICE ENABLED TABLETS Master Contract No. 901510 November 1, 2018 – April 30, 2024

Vendor	Location	Dollar Value of Contract Award
Global Tel*Link Corporation Principal: Jeffrey Haidinger SLEB Waiver No.: 8885 Expiration: 4/30/2024	12021 Sunset Hills Rd., Suite 100 Reston, VA 20190	No cost – Revenue generating contract



FOURTH AMENDMENT TO STANDARD SERVICES AGREEMENT

This Fourth Amendment to Agreement ("Fourth Amendment") is made by the County of Alameda ("County") and Global Tel*Link Corporation dba ViaPath Technologies, ("Contractor") with respect to that certain agreement entered by them on November 1, 2018 and those certain First (September 3, 2020), Second (September 10, 2021), and Third (October 27, 2022) Amendments to Agreement, (collectively referred to herein as the "Agreement") pursuant to which Contractor provides inmate telephone services with service enabled tablets to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

- Except as otherwise stated in this Fourth Amendment, the terms and provisions of this Amendment will be effective as of the date this Fourth Amendment is executed by the County ("Effective Date").
- 2. The term of the Agreement is currently scheduled to expire on October 31, 2023. As of the Effective Date, the term of the Agreement is extended through April 30, 2024.
- 3. Attached hereto is Exhibit D-4, a current Debarment and Suspension Certificate executed by Contractor.
- 4. Except as expressly modified by this Fourth Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

COUNTY OF ALAMEDA

By: _____

GLOBAL TEL*LINK CORPORATION DBA VIAPATH TECHNOLOGIES

By: Signature

Name: : <u>Detra Dillon</u> (Printed)

Title: Contracts Manager

Name: Alexandra Booker

Signature

Title: Procurement Administrator

Date:

Date: June 2, 2023

Approved as to Form:		
	Lay Christianson	
Ву:	County Counsel Signature	

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

(Printed)



EXHIBIT D-4

COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The Contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

□ Check if continued on the attached page.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Amendment to the Standard Services Agreement. Signing the Amendment to Standard Services Agreement on the signature portion thereof shall also constitute the signature of this Certification.

CONTRACTOR: Global Tel* Link Corporation d/b/a ViaPath Technologies

PRINCIPAL: Alexandra Booker	TITLE: Contracts Manager
SIGNATURE: Aleg Borken	DATE: June 2, 2023