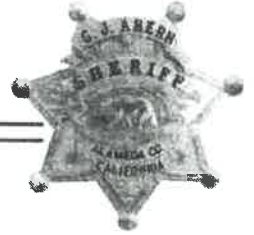


Alameda County Sheriff's Office

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



Gregory J. Ahern, Sheriff

Director of Emergency Services
Coroner - Marshal

September 13, 2017

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

SUBJECT: EXTEND THE CONTRACT FOR INMATE TELEPHONE SERVICES,
CONTRACT NO. 013-2-2396, MASTER CONTRACT NO. 900421

Dear Board Members:

RECOMMENDATION:

Approve and authorize the Purchasing Agent to amend Master Contract No. 900421, with Global Tel*Link (Principal: Jeffery B. Haidinger; Location: Reston, VA) to provide inmate telephone services to the Alameda County Sheriff's Office, extending the current term of 10/1/2007 – 10/31/2017 by two months until 12/31/17. There is no increase in the contract amount.

DISCUSSION/SUMMARY:

Alameda County has contracted with Global Tel*Link (GTL) to provide inmate telephone services for Santa Rita Jail and Glenn E. Dyer Detention Facility. Global Tel*Link received this contract in October 2007 through assignment by AT&T who had been awarded the contract through a competitive bid process. This extension is required to complete a new competitive bid process without interruption in inmate telephone services. On August 15, 2017, GSA-Office of Acquisition Policy received a protest letter. This protest is currently under review. The contract allows for this extension by mutual agreement. The rates remain unchanged, for example, the local rate for the first minute shall remain \$3.353 per minute and .0759 per additional minute.

Telephone services are provided on a guaranteed commission basis, payable to the Alameda County Sheriff's Office (ACSO) Inmate Welfare Fund (IWF). The IWF functions to provide inmate services in conformity with 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, and vending machine sales.

SELECTION CRITERIA/PROCESS:

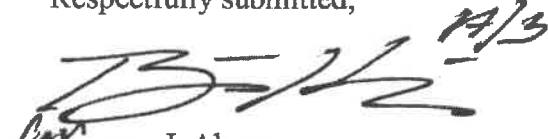
ACSO has determined that the County does not have the resources required to provide inmate telephone services. The Small Local Emerging Business (SLEB) requirement has been waived by


the Office of Acquisition Policy (OAP). OAP issued SLEB waiver No. 11739. ACSO is currently working with General Services Agency-Procurement to complete a new competitive bid process.

FUNDING:

No additional appropriation is required. The costs associated with this contract is offset through fees assessed for inmate phone calls. This request will not impact the net County cost in Fiscal Year 2017-18 or in subsequent years.

Respectfully submitted,


for Gregory J. Ahern
Sheriff/Coroner


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

Attachment

WH:ST:tm\Board Letters\Purchasing\FY 2017-18\900421 BL Inmate Telephone Extension ACSO.DOCX

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

ATTACHMENT

INMATE TELEPHONE SERVICES
RFP No. 900421
5/1/2012 – 12/31/17

<i>Vendor</i>	<i>Location</i>	<i>Dollar Value of Contract Award</i>	<i>Local & SLEB Participation</i>	
			<i>Percentage</i>	<i>Dollar Amount</i>
<i>Global Tel*Link Corporation</i>	<i>12021 Sunset Hills Road, Suite 100 Reston, VA</i>	<i>\$0</i>	<i>0%</i>	<i>0%</i>

ELEVENTH AMENDMENT TO AGREEMENT

This Eleventh Amendment to Agreement (“Eleventh Amendment”) is made by the County of Alameda (“County”) and Global Tel*Link Corporation, (“Contractor”) with respect to that certain agreement entered by them on May 1, 2012 and that certain First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, and Tenth Amendments to Contract, (collectively referred to herein as the “Contract”) pursuant to which Contractor provides Inmate Telephone services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this Eleventh Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Eleventh Amendment is executed by the County (“Effective Date”).
3. The term of the Agreement is currently scheduled to expire on October 31, 2017. As of the Effective Date, the term of the Agreement is extended through December 31, 2017.
4. **DEBARMENT AND SUSPENSION CERTIFICATION:**
 - a. By signing this Eleventh Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34

CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

- 5. Except as expressly modified by this Eleventh Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

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

COUNTY OF ALAMEDA

GLOBAL TEL*LINK
CORPORATION

By: DocuSigned by:
John Glann
EB371BC6D609487 Signature

By: DocuSigned by:
Jeffrey B. Haidinger
BA0E330625EE48 Signature

Name: John Glann
(Printed)

Name: Jeffrey B. Haidinger
(Printed)

Title: Purchasing Agent

Title: President

Date: 10/18/2017

Date: 10/23/2017

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.