City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685

Agreement between the City and County of San Francisco and

Global Tel*Link
Contract ID 1000017882

This Agreement is made this First day of August, 2020, in the City and County of San Francisco ("City"), State of California, by and between GLOBAL TEL*LINK, 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042 ("Contractor") and City.

Recitals

WHEREAS, the San Francisco Sheriff's Office ("Department") wishes to contract for incarcerated person communications services and additional technologies as defined below; and,

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal ("RFP") SHF | 2019-11/ Sourcing Event No. 0000003286 issued on December 20, 2019, in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, there is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

WHEREAS, the City's Civil Service Commission approved Contract number PSC 40238-19/20 on January 6, 2020;

Now, THEREFORE, the parties agree as follows:

Article 1   Definitions

The following definitions apply to this Agreement:

1.1   **"Agreement"** means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2   "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or

the Director's designated agent, hereinafter referred to as "Purchasing" and San Francisco Sheriff's Office.

1.3 "CMD" means the Contract Monitoring Division of the City.

1.4 "Confidential Information" means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI'), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.5 "Contractor" or "Consultant" means GLOBAL TEL*LINK, 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042.

1.6 "Deliverables" means Contractor's work product resulting from the Services provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

1.7 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.8 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.9 "Party" and "Parties" mean the City and Contractor either collectively or individually.

1.10 "Services" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2   Term of the Agreement

2.1   The term of this Agreement shall commence on August 1, 2020 and expire on July 31, 2023, unless earlier terminated as otherwise provided herein.

The City has two options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Article 3   Financial Matters

3.1   **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation**. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.2   **Guaranteed Maximum Costs**. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3   **Compensation.**

3.3.1   **Payment**. Contractor shall provide an invoice to the City on a monthly basis on, or prior, to the first day of each month for Services to be provided in the specified month, unless a different schedule is set out in Appendix A, Section I "Rates and Fees." Compensation shall be made for Services identified in the invoice that the Sheriff, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within fifteen (15) calendar days of receipt of the invoice. If City does not remit payment within thirty (30) days of the due date, the Contractor, can at its option, terminate the Services. In no event shall the amount of this Agreement exceed One Million Five Hundred Ninety Thousand Six Hundred Sixteen Dollars ($1,590,616) for the initial Agreement term of 3 years. Should the City renew the Agreement, as detailed in Article 2, Term of the Agreement, each renewal term of the

Agreement shall not exceed Four Hundred Ninety Six Thousand Six Hundred Sixty Three Dollars ($496,663). The breakdown of charges associated with this Agreement appears in Appendix A , Section I. - "Rates and Fees," Subsection 3 – "Calculation of Charges" attached hereto and incorporated by reference as though fully set forth herein.

3.3.2 **Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until the San Francisco Sheriff's Office approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 **Withhold Payments.** If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may pursue liquidated damages as detailed in Appendix A, Section I. – "Rates and Fees," Subsection 4 – "Liquidated Damages." If after City's pursuit of liquidated damages or Contractor continues to fail to provide Services in accordance with Contractor's obligations under this Agreement, the City may provide Contractor with 10 days' notice and subsequently withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 **Invoice Format**. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City as specified in 3.3.6 or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 **Reserved. (LBE Payment and Utilization Tracking System**.)

3.3.6 **Getting paid by the City for goods and/or services.**

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.4 **Audit and Inspection of Records**. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and

transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5　　**Submitting False Claims**. The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

3.6　　**Reserved. (Payment of Prevailing Wages.)**

Article 4　　Services and Resources

4.1　　**Services Contractor Agrees to Perform**. Contractor agrees to perform the Services stated in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

4.2　　**Qualified Personnel**. Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3　　**Subcontracting**.

4.3.1　　Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable.

Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

       4.3.2   City's execution of this Agreement constitutes its approval of the subcontractors listed below.

       Purple Communications

   4.4   **Independent Contractor; Payment of Employment Taxes and Other Expenses.**

       4.4.1   **Independent Contractor**. For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

       4.4.2   **Payment of Employment Taxes and Other Expenses**. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a

relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.5   **Assignment**. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

4.6   **Warranty**. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

4.7   **Liquidated Damages.** By entering into this Agreement, Contractor agrees that in the event the Services are delayed beyond the scheduled milestones and timelines as provided in Appendix A, Section I. Rates and Fees, City will suffer actual damages that will be impractical or extremely difficult to determine. Contractor agrees that the amounts as specified in Appendix A are not penalties, but is a reasonable estimate of the loss that City will incur based on the delay, established in light of the circumstances existing at the time this Agreement was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor under this Agreement or any other contract between City and Contractor. Such deductions shall not be considered a penalty, but rather agreed upon monetary damages sustained by City because of Contractor's failure to furnish deliverables to City within the time fixed or such extensions of time permitted in writing by City.

Article 5 Insurance and Indemnity

5.1 **Insurance.**

Required Coverages. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence and $2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Technology Errors and Omissions Liability coverage, with limits of $2,000,000 for each claim and each loss, and $4,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

(i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(e) Contractor shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than $1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

5.1.3 Contractor's Commercial General Liability and Commercial Automobile Liability Insurance policies shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.4   All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

"Contractor shall provide thirty (30) days' advance written notice to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled "Notices to the Parties."

5.1.5   Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

5.1.6   Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

5.1.7   Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

5.1.8   Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

5.1.9   The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

5.1.10 If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.2   **Indemnification**. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's

execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

Article 6   Liability of the Parties

6.1   **Liability of City**. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2   **Liability for Use of Equipment**. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3   **Liability for Incidental and Consequential Damages**. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7   Payment of Taxes

7.1   **Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest

taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 **Possessory Interest Taxes.** Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

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Article 8   Termination and Default

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8.1 **Termination for Convenience**

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2   Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

(a)   Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b)   Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c)   At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d)   Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e)   Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f)   Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3   Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(a)   The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b)   A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c)   The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(d)   A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4   In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated

profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5   In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6   City's payment obligation under this Section shall survive termination of this Agreement.

8.2   **Termination for Default; Remedies.**

8.2.1   Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

(a)   Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(b)   Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(c)   Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2   On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.2.3   All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4   Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3   **Non-Waiver of Rights**. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

8.4   **Rights and Duties upon Termination or Expiration.**

8.4.1   This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts – Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue

Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security

8.4.2   Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9   Rights In Deliverables

9.1   **Ownership of Results**. Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2   **Works for Hire**. If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10   Additional Requirements Incorporated by Reference

10.1   **Laws Incorporated by Reference**. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/ .

10.2 **Conflict of Interest**. By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Consideration of Salary History.** Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at https://sfgov.org/olse/consideration-salary-history. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.5 **Nondiscrimination Requirements.**

10.5.1 **Non Discrimination in Contracts**. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 **Nondiscrimination in the Provision of Employee Benefits**. San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section12B.2.

10.6 **Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.7   **Minimum Compensation Ordinance**. If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at http://sfgov.org/olse/mco. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

10.8   **Health Care Accountability Ordinance**. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at http://sfgov.org/olse/hcao. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.9   **First Source Hiring Program.** Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10   **Alcohol and Drug-Free Workplace.** City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11   **Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party

to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

      10.12   **Reserved. (Slavery Era Disclosure.)**

      10.13   **Reserved. (Working with Minors.)**

      10.14   **Consideration of Criminal History in Hiring and Employment Decisions.**

      10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at http://sfgov.org/olse/fco. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

      10.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

      10.15   **Reserved. (Public Access to Nonprofit Records and Meetings.)**

      10.16   **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

      10.17   **Reserved. (Distribution of Beverages and Water.)**

      10.18   **Tropical Hardwood and Virgin Redwood Ban**. Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

      10.19   **Reserved. (Preservative Treated Wood Products.)**

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Article 11   General Provisions

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11.1   **Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City: **San Francisco Sheriff's Office**
                ATTN: Crispin Hollings, CFO
                City Hall, Room 456
                1 Dr. Carlton B. Goodlett Place
                San Francisco, CA 94102
                Crispin.Hollings@sfgov.org

To Contractor: **GLOBAL TEL*LINK**
                ATTN: General Counsel
                3120 Fairview Park Drive
                Suite 300
                Falls Church, VA 22042
                Email: klefton@gtl.net
                FAX: 703-435-0980

Any notice of default must be sent by registered mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

Delivery by an overnight delivery service or courier as adequate notice for any of the above situations.

11.2   **Compliance with Americans with Disabilities Act**. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3   **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

11.4   **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5   **Modification of this Agreement**. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 **Dispute Resolution Procedure**.

11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

11.6.2 **Government Code Claim Requirement.** No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 **Agreement Made in California; Venue**. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 **Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 **Entire Agreement**. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 **Compliance with Laws**. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 **Severability**. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.12 **Cooperative Drafting**. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated February 5, 2020. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

11.14 **Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

Article 12 Department Specific Terms

12.1 **Reserved**.

Article 13 Data and Security

Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 **Protection of Private Information.** If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 **Confidential Information.** In the performance of Services, Contractor may have access to City's proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 **Reserved. (Payment Card Industry ("PCI") Requirements.)**

13.3 **Reserved. (Business Associate Agreement.)**

13.4 **Management of City Data and Confidential Information**

13.4.1 **Access to City Data**. City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

13.4.2 **Use of City Data and Confidential Information.** Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.4.3 **Disposition of Confidential Information**. Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge.

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Article 14   MacBride And Signature

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14.1 **MacBride Principles - Northern Ireland**. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.
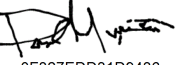
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

Recommended by:

DocuSigned by:

_____
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Paul Miyamoto
Sheriff
San Francisco Sheriff's Office

Approved as to Form:

Dennis J. Herrera
City Attorney

DocuSigned by:

Jana Clark

By: _____
C55BEA64595E442...

Jana Clark
Deputy City Attorney

Approved:
Alaric Degrafinried
Director of the Office of Contract Administration,
and Purchaser

DocuSigned by:

William Gainey

By: _____
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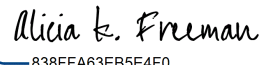
CONTRACTOR

Global Tel*Link Corporation (GTL)

DocuSigned by:

Alicia k. Freeman

_____
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Alicia K. Freeman
VP Contracts & Procurement
3120 Fairview Park Drive, Suite 300
Falls Church, VA 22042

City Supplier Number: **0000039470**

Appendix
A: Scope of Services

APPENDIX A – Scope of Services

SECTION A - GENERAL CONDITIONS			
SUBSECTION 1 - INCARCERATED PERSON COMMUNICATIONS SOLUTION (IPCS) PROJECT SCOPE			
REQUIREMENT NUMBER	**REQUIREMENT TYPE**	**DESCRIPTION**	**AGREEMENT NEGOTIATION RELATED COMMENTS**
1.001	IPCS Project Scope	City requires a turn-key Incarcerated Person Communications Solution (IPCS) which shall include, without limitation, incarcerated person telephone calls, visitation, onsite video visitation, and remote video visitation provided through the Contractor's Incarcerated Person Communications Solution (IPCS). Contractor shall install and operate all incarcerated person telephones, visitation telephones, video visitation devices, and related equipment. Contractor shall, without expense to City beyond a per-device lease cost, include all data circuits and wiring relative to the installation of the IPCS related hardware and software specifically identified herein, to enable incarcerated persons at the Facilities to complete, without limitation, free local, long distance and/or international calls, and video visits through the IPCS. The per-device lease cost is specified in **Appendix A - Section I (Rates and Fees)**.	
SUBSECTION 2 - INCARCERATED PERSON TELEPHONE SYSTEM (IPTS) REPORTING			
REQUIREMENT NUMBER	**REQUIREMENT TYPE**	**DESCRIPTION**	**AGREEMENT NEGOTIATION RELATED COMMENTS**
2.001	IPTS Reporting	Reports for IPTS are due to City on or before the 20th day of the month following the traffic month.	
2.002	IPTS Reporting	Traffic detail reports shall include a detailed breakdown of all IPTS activity, including but not limited to all local, long distance, and international calls for each incarcerated person telephone at the Facilities:	
2.003	IPTS Reporting	Facility Name;	
2.004	IPTS Reporting	Facility Identification Number	
2.005	IPTS Reporting	Facility Address (Street, City, State and Zip);	
2.006	IPTS Reporting	Automatic Number Identifier;	
2.007	IPTS Reporting	Incarcerated Person Telephone Station Port/Identifier;	
2.008	IPTS Reporting	Incarcerated Person Telephone Location Name;	
2.009	IPTS Reporting	Local Calls, Minutes, (Per Incarcerated Person Telephone);	
2.010	IPTS Reporting	Intralata/Intrastate Calls, Minutes (Per Incarcerated Person Telephone);	
2.011	IPTS Reporting	Interlata/Intrastate Calls, Minutes (Per Incarcerated Person Telephone);	
2.012	IPTS Reporting	Intralata/Interstate Calls, Minutes (Per Incarcerated Person Telephone);	
2.013	IPTS Reporting	Interlata/Interstate Calls, Minutes (Per Incarcerated Person Telephone);	
2.014	IPTS Reporting	International Calls, Minutes (Per Incarcerated Person Telephone);	
2.015	IPTS Reporting	Total Calls, Minutes, (Per Incarcerated Person Telephone); and	
2.016	IPTS Reporting	Traffic Period and Dates.	
2.017	IPTS Reporting	Contractor shall provide daily raw Call Detail Records (CDRs) the next business day following the day of traffic.	
2.018	IPTS Reporting	The daily raw CDRs shall contain all calls (both attempted and completed) which originate from the facility(s) for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. The CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include (without limitation) the following fields:	
2.019	IPTS Reporting	Facility Name;	
2.020	IPTS Reporting	Facility Identification Number;	
2.020	IPTS Reporting	From ANI;	
2.021	IPTS Reporting	To ANI;	
2.022	IPTS Reporting	Batch Number / ID;	
2.023	IPTS Reporting	From City;	
2.024	IPTS Reporting	From State;	
2.025	IPTS Reporting	To City;	
2.026	IPTS Reporting	To State;	
2.027	IPTS Reporting	Station Port/Identifier;	
2.028	IPTS Reporting	Phone Name or Location;	
2.029	IPTS Reporting	Incarcerated Person Name;	
2.030	IPTS Reporting	Incarcerated Person Identification Number;	
2.031	IPTS Reporting	Personal Identification Number;	
2.032	IPTS Reporting	Traffic Period;	
2.033	IPTS Reporting	Call Start (yymmdd; mmss);	
2.034	IPTS Reporting	Call End (yymmdd; mmss);	
2.035	IPTS Reporting	Seconds;	
2.036	IPTS Reporting	Call Type (e.g. local, etc.);	
2.037	IPTS Reporting	Bill Type (e.g. free);	
2.038	IPTS Reporting	Call Cost;	
2.039	IPTS Reporting	Tax;	
2.040	IPTS Reporting	Validation Result;	

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
2.041	IPTS Reporting	Termination Reason;	
2.042	IPTS Reporting	LIDB Status/Code; and	
2.043	IPTS Reporting	Completion/Accept Indicator.	

		SUBSECTION 3 - VVS REPORTING	
REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
3.001	VVS Reporting	Reports for video visitation sessions are due to City on or before the 20th day of the month following the activity/session month.	
3.002	VVS Reporting	Contractor shall provide monthly video visitation detail records, in CSV format, which shall include a detailed breakdown of activity for all video visitation sessions, including but not limited to:	
3.012	VVS Reporting	Facility Name;	
3.013	VVS Reporting	Facility Identification Number/Site Identification Number;	
3.014	VVS Reporting	VVS Station Identifier;	
3.015	VVS Reporting	VVS Station Location Name;	
3.016	VVS Reporting	Onsite Video Visitation Sessions, Minutes (Per VVS Station);	
3.018	VVS Reporting	Remote Video Visitation Sessions, Minutes (Per VVS Station);	
3.020	VVS Reporting	Total Video Visitation Sessions, Minutes; and	
3.021	VVS Reporting	Traffic Period and Dates.	
3.022	VVS Reporting	Usage detail reports or reports not containing the required fields received by City after the date specified above are subject to liquidated damages as specified in **Appendix A - Section I (Rates and Fees)**.	

		SUBSECTION 4 - PUBLIC PAY TELEPHONE SPECIFICATIONS	
REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
4.001	Public Pay Telephones	Contractor shall furnish, install and maintain 2 public pay telephone(s) in the lobby for use by the general public. The public telephone(s) shall be furnished, installed and maintained by Contractor. Contractor shall configure the public pay telephones to allow free 5 minute Local and Extended-Local calls. All other calls may be processed as a Collect call at the expense of the called party. All reporting due to City for the public telephone(s) installed by Contractor shall follow the requirements specified in **Appendix A - Section A, Subsection 2 (General Conditions)**.	

		SUBSECTION 5 - RATE REQUIREMENTS	
REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
5.001	Rate Requirements	Contractor's IPTS shall identify all calls to U.S. Territories including but not limited to: Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and Saipan/Mariana Islands as Interstate. Calls to all other countries shall be identified as International.	

		SUBSECTION 6 - RECONCILIATION	
REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
6.001	Reconciliation	City, or its Designated Agent, shall have the right from the Effective Date of this Agreement and for a period of 2 years after the termination date of this Agreement, upon 10 business days' written notice, to fully reconcile or examine any and all of City information pertaining to this Agreement. City retains the right to have another independent Agency of City's exclusive choice, perform any or all reconciliations and examinations pertaining to this Agreement.	
6.002	Reconciliation	Contractor shall maintain accurate, complete and reconcilable records, in an electronic format, from which invoicing remitted to City can be reconciled and confirmed. The records shall include all CDRs, EMI billing files, miscellaneous fees/charges reports, and associated invoices during the term of this Agreement and for no less than 2 years after the term of this Agreement.	

SECTION B - USER BILLING AND PAYMENTS

		SUBSECTION 1 - CONTRACTOR RETENTION OF END-USER ACCOUNT INFORMATION	
REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
1.001	Contractor Retention of End-User Account Information	For the purpose of aiding in investigations the Contractor must retain IPCS account information pertaining to an end-user's account for a period of 2 years after the expiration/termination of the Agreement. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.	
1.002	Contractor Retention of End-User Account Information	The City shall have access to such account information upon request, to the extent permissible by law.	

SECTION C - CUSTOMER SERVICE

SUBSECTION 1 - MAINTENANCE

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
1.001	Maintenance	Contractor shall respond to repair requests from City by arriving at the site promptly after reasonable notice has been given on a 24-hours a day, 7-days a week, 365-days a year basis. In addition to unscheduled repair visits, the City requires a dedicated technician to perform weekly inspections for preventive maintenance repairs at each incarcerated person-occupied City site and scheduled at the City's discretion.	
1.002	Maintenance	Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within 4 hours following notification of a service request or IPCS failure.	
1.003	Maintenance	Contractor must exhibit to City a best effort approach to the completion of the repairs or replacement during the first 24-hours following notification of a problem.	
1.004	Maintenance	City shall be notified of progress and/or delays in progress until the problems are resolved.	
1.005	Maintenance	Contractor shall notify City any time a technician will be dispatched to the Facilities and prior to the technician's arrival.	
1.006	Maintenance	Additionally, the City may cancel the Agreement with Contractor if Contractor has not cured a service problem within 10 days of Contractor receiving notice of the problem from the City, as stipulated in the **Appendix A - Section I (Rates and Fees)**.	
1.007	Maintenance	Each party shall report to the other party any misuse, destruction, damage, or vandalism. Contractor will assume liability for any and all such damages.	
1.008	Maintenance	All operation, maintenance and repair issues regarding the IPCS shall be reported by Contractor to City promptly.	
1.009	Maintenance	Contractor shall offer City any IPCS technology software upgrades as they become available. All IPCS upgrades shall be included for City within the lease cost.	

SECTION D - GENERAL INSTALLATION REQUIREMENTS

SUBSECTION 1 - STANDARDS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
1.001	Standards	Incarcerated person communication services are to be provided and shall comply with all applicable Federal Communication and/or California regulations relating to incarcerated person communication services in correctional facilities.	
1.002	Standards	Contractor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, or state, county, or municipal government.	

SUBSECTION 2 - IMPLEMENTATION

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
2.001	Implementation	Contractor shall submit an implementation plan for all incarcerated person communications services, which shall include an installation schedule, for each Facility, including IPTS and VVS.	
2.002	Implementation	Initial installations for the IPTS must be completed within 30 days of the execution of the Agreement between City and Contractor. Initial installations for the VVS must be completed within 120 days of the execution of the Agreement between City and Contractor. Implementation plan(s) will become a part of the Agreement and must be followed.	

SUBSECTION 3 - TRANSITION REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
3.001	Transition Requirements	Contractor shall provide documentation and progress reports. Within seven days of Agreement execution Contractor shall establish a transition work group and shall begin convening within weekly meetings. The transition work group is comprised of the Sheriff's Department SBBS, IPTSS, Custody Staff, and Compliance Monitor. Contractor shall provide detailed agendas and summary meeting minutes and establish schedules/timelines, milestones, equipment lists, progress reports and responsibility assignments.	
3.002	Transition Requirements	Contractor shall cooperate fully and in a timely fashion to provide reports, summaries, reconciliation support, and adjustments to system parameters as required for a seamless transition. Upon request by the City, Contractor shall attend meetings and provide access to decision making personnel at any/all times.	
3.003	Transition Requirements	Upon expiration, termination, or cancellation of the Agreement, Contractor shall accept the direction of the City to ensure all incarcerated person communication services are smoothly transitioned. At a minimum, the following shall apply:	

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
3.004	Transition Requirements	Contractor shall discontinue providing service or accepting new assignments under the terms of the Agreement on the date specified by City. Contractor agrees to continue providing all services in accordance with the terms and conditions, requirements, and specifications of the Agreement for a period not to exceed 90 calendar days after the expiration, termination or cancellation date of the Agreement.	
3.005	Transition Requirements	Contractor agrees to remove its equipment at the conclusion of the Agreement in a manner that will allow the reuse of wiring/cabling associated with all incarcerated person communication services.	
SUBSECTION 4 - GENERAL INSTALLATION REQUIREMENTS			
REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
4.001	General Installation Requirements	The per-device-lease cost for City shall include all incarcerated person communication services related costs as outlined in **Appendix A - Section I (Rates and Fees)**.	
4.002	General Installation Requirements	Contractor shall install the quantity of incarcerated person telephones, visitation telephones, and video visitation stations specified in **Appendix A - Section H (Facility Specifications)**.	
4.003	General Installation Requirements	Contractor shall install a separate, dedicated network to accommodate all incarcerated person communication services. Contractor's incarcerated person communication services shall not be configured to reside on or use the City's network.	
4.004	General Installation Requirements	Contractor shall install/mount all incarcerated person communication services equipment in accordance with the City's requirements.	
4.005	General Installation Requirements	Use of existing conduit, raceways, cable, wiring, switches, circuits, and terminals within the Facilities is at the risk of Contractor. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Agreement by Contractor becomes the City's property upon termination and/or expiration of the Agreement.	
4.006	General Installation Requirements	Contractor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable wiring standards for commercial buildings and must be approved by the City's Bureau of Building Services (SBBS).	
4.007	General Installation Requirements	Contractor shall be responsible for installing all new wiring, cabling and network circuits at no cost to City to support the provision of the outlined incarcerated person communication services. Contractor agrees that if any material changes are required beyond that which is stipulated in the Contractor's per-device-lease cost for City for the initial installation, Contractor will submit a price or lease quote for additional work to be performed, seeking prior approval from City.	
4.008	General Installation Requirements	Contractor agrees to obtain the City's written approval before making any physical changes to the Facilities, such as drilling into walls, floors, ceilings or any other portion of the Facilities. This includes existing, newly constructed and/or expanded Facilities.	
4.010	General Installation Requirements	The Contractor shall inform City of any plan to alter existing infrastructure. All alterations to the existing structure will require planning and approval by City. Planning and approval by City shall precede work within the confines of the older structures of CJ#1 and #2 (425 7th Street and at 850 Bryant Street) where asbestos containing material is known to exist and elsewhere as appropriate. Routing shall take into consideration such hazards.	
4.011	General Installation Requirements	HAZMAT: Existing hazardous material reports will be disclosed and City shall be responsible to abate Contractor's pre-approved proposed work. Contractor operations shall take into account reasonable time to complete abatement work. Upon finding potentially hazardous material, work shall be suspended. Work will resume only after a resolution has been reviewed and approved by City.	
4.012	General Installation Requirements	Contractor is responsible for all other non-hazardous material work coordination. This may include but not limited to UDS (subsurface/ underground detection i.e. Ferro scan, x-ray, tracing etc.), and pathway planning and installation including coring, structural /non-structural repairs or patching as approved by licensed professionals and/or City as applicable.	
4.013	General Installation Requirements	Contractor shall provide, install, maintain, replace and upgrade adequate surge and lightning protection equipment to protect all lines, circuits and equipment used for the incarcerated person communication services.	
4.014	General Installation Requirements	Contractor shall provide, install, maintain, replace and upgrade an Uninterruptible Power Supply (UPS) back-up power for the incarcerated person communication services to ensure there is no loss of call processing and data storage in the event of a power failure.	
4.015	General Installation Requirements	A separate power supply shall not be required for the incarcerated person communication services equipment. A power source will be made available by City for the incarcerated person communication services.	

4.016	General Installation Requirements	Installation of all cabling, telephones, VVS, and related equipment shall be accomplished during normal business hours at the Facilities or as otherwise specified by City.	
4.017	General Installation Requirements	Contractor shall install, repair, and maintain all Contractor-provided equipment, including but not limited to, any wiring or cable work required from the demarcation throughout the Facilities. All Contractor-provided equipment, installation, maintenance, repair costs, and all costs or losses due to vandalism shall be the total responsibility of Contractor.	
4.018	General Installation Requirements	Contractor shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by the City, no equipment, inventory or spare parts shall be stored by Contractor at the Facilities unless approved by City and as space allows.	
4.019	General Installation Requirements	Contractor shall correct any damage to the City's property caused by maintenance or installation associated with the incarcerated person communication services, including repairs to walls and ceilings.	
4.020	General Installation Requirements	Contractor shall provide written documentation indicating that all circuits and network have been tested and all cables, pairs, fiber strands, and blocks are legibly marked after the completion of each installation associated with the incarcerated person communication services.	

SUBSECTION 5 - SECURITY			
REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
5.001	Security	All Contractor employees shall obtain, at Contractor's cost, the appropriate personnel background security clearance prior to arrival at the Facilities.	
5.002	Security	All Contractor employees will comply with City's policies and procedures.	
5.003	Security	All installation, service, maintenance and repair of Contractor telephones shall be performed in strict compliance with City's Jail Clearance Policy.	
5.004	Security	Operating Environment: Contractor will be working within a public correctional environment. The authority of City shall be followed at all times. All material placement, practices, installations, troubleshooting, investigations and solutions shall be conducted in a behavior mindful of the environment. If any Contractor employee is found to be in violation of the expected conduct code, provided to the awarded Contractor during City Contractor Orientation, then City will issue a formal communication to the Agreement that immediate action must be taken to remove the offender. City has the right to remove jail access clearance of any individual. Contractor is solely responsible to provide qualified alternates for positions that are vacant.	
5.005	Security	City security requirements shall apply to all maintenance series, including but not limited to the provision of cut-off switches for incarcerated person communication services at mutually agreed upon locations. All lines shall have individual cut-off switch banks and a group switch remotely operated by City at designated control stations. A demarcation line will be established. Such remote switches shall have programmable automatic operation as requested by City. City is to approve this system before integration into the overall incarcerated person communications system. Contractor shall provide labels designating phone and VVS locations.	
5.006	Security	Entry to the Facilities is subject to the approval of City.	

SUBSECTION 6 - TRAINING			
REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
6.001	Training	Contractor shall provide onsite training for each incarcerated person communication service to the City's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to the City. Training manuals shall be provided to the City's staff at all training meetings and will become the property of the City. At City's request, Contractor shall provide a downloadable version of all user manuals and training materials.	
6.002	Training	When requested by the City, informational pamphlets shall be available to incarcerated persons and end-users and shall describe the applicable features and functionalities of each incarcerated person communication service.	
6.003	Training	Contractor will also provide full documentation for all incarcerated person communication services features and documentation for any and all added technology features that resulted from the Contractor's RFP response and subsequent Agreement.	
6.004	Training	At City's request Contractor shall provide informational posters and pamphlets for incarcerated person or visitor spaces to explain and promote the incarcerated person communication services. Posters and pamphlets shall be provided to the City at no cost.	

SUBSECTION 7 - UPGRADES AND PERFORMANCE PROCESS			
REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
7.001	Upgrades and Performance Process	Contractor shall provide the City with written notice, including detailed information, of any new incarcerated person communications service software upgrades or additional features to be added to either system, within 30 days of the introduction of the new software or features into the industry.	
7.002	Upgrades and Performance Process	Contractor shall provide the City with incarcerated person communication services software upgrades as they become available. All upgrades must be within 1 release of the newest operating system and at no additional cost to City. Upgrades for the IPTS and VVS shall be included in Contractor's per-device-lease cost to City.	
7.003	Upgrades and Performance Process	Contractor shall adhere to the following performance process when upgrading the IPTS or VVS equipment, or performing any changes at the Facilities. Any deviation from this process may result in liquidated damages as described in **Appendix A - Section I. (Rates and Fees).**	
7.004	Upgrades and Performance Process	Contractor shall perform extensive testing on all system changes or upgrades to any of the incarcerated person communication services, prior to introducing them to the City. At a minimum, this shall include the following:	
7.005	Upgrades and Performance Process	Circuit/network testing;	
7.006	Upgrades and Performance Process	Configuration / setting preservation testing;	
7.007	Upgrades and Performance Process	IPTS: call processing and international calling;	
7.008	Upgrades and Performance Process	VVS: video visitation processing and scheduling;	
7.009	Upgrades and Performance Process	Access to all incarcerated person communication service user applications.	
7.010	Upgrades and Performance Process	Contractor shall provide the City with written details regarding any change to voice prompts, dialing or processes impacting incarcerated persons and end-users/visitors.	
7.011	Upgrades and Performance Process	Contractor shall receive written permission from the City before scheduling or proceeding with any functionality changes to the incarcerated person communication services at the Facilities, especially if the changes will cause an interruption in service.	
7.012	Upgrades and Performance Process	City, at its option, shall have a minimum of 2 weeks to notify incarcerated persons at the Facilities of any incarcerated person communication services changes that affect the incarcerated persons or end-users/visitors.	
7.013	Upgrades and Performance Process	Contractor shall work with the Facilities to schedule all changes and/or upgrades during a time when the incarcerated person communication services are not being used regularly by the incarcerated persons. Contractor shall coordinate a convenient time and day with the City to implement the changes or upgrades to avoid an interruption in service.	
7.014	Upgrades and Performance Process	Contractor shall coordinate the presence of the dedicated technician at the Facilities on the day of implementation to perform test calls and video visits to ensure all incarcerated person communication services are functioning properly.	

SECTION E - IPTS REQUIREMENTS			
SUBSECTION 1 - IPTS SPECIFIC INSTALLATION REQUIREMENTS			
REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
1.001	IPTS Installation Requirements	All telephone equipment provided shall be fully operational at the time of the initial installation.	
1.002	IPTS Installation Requirements	The telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the incarcerated person and visitation telephones is specified in **Appendix A - Section H (Facility Specifications)**.	
1.003	IPTS Installation Requirements	All telephone equipment shall be powered by the telephone line, not require an additional power source.	
1.004	IPTS Installation Requirements	The telephones must not contain any exterior removable parts.	
1.005	IPTS Installation Requirements	All telephone sets shall include volume control.	
1.006	IPTS Installation Requirements	All telephone sets shall use security torx screws (tamper resistant with a 6-point star-shaped screw head) as the installation standard. Caulking must be pick resistant. Anchors must be heavy duty. Installation must be concealed.	
1.007	IPTS Installation Requirements	All telephone sets shall use maximum security installation to prevent the concealment and passage of contraband.	

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
1.008	IPTS Installation Requirements	All telephone sets use suicide resistant components (products made specifically to reduce the incident of suicide) in holding cells, sobering cells or as directed by City and/or the State Authority having jurisdiction - the Board of State and Community Corrections. Sobering cells are to have telephones that are hands free and flush to the wall. All incarcerated person jail telephones in high risk areas are to have cords no longer than 8 inches.	
1.009	IPTS Installation Requirements	Contractor shall place placards containing dialing instructions in English, Spanish, Cantonese and Braille on each telephone. Placards shall be replaced each time an incarcerated person telephone set is replaced.	
1.010	IPTS Installation Requirements	Should the City require additional telephones at currently populated Facilities or an expansion of the telephones to newly constructed and/or newly populated Facilities, Contractor shall provide additional telephones, and monitoring and recording equipment (as needed) upon 30 days request and at no additional cost to City. The additionally provided telephones shall incur the same per-device-lease cost per month as detailed in **Appendix A - Section I (Rates and Fees)**. If the Contractor fails to provide and install the additional telephones and/or monitoring and recording equipment within 30 days the Contractor may be liable for liquidated damages as described in **Appendix A - Section I. (Rates and Fees)**.	
1.011	IPTS Installation Requirements	If the installation of the additional telephones (incarcerated person and visitation) is not completed within 30 days, Contractor may incur liquidated damages as described in **Appendix A - Section I (Rates and Fees)**.	

REQUIREMENT NUMBER	REQUIREMENT TYPE	SUBSECTION 2 - IPTS AND USER APPLICATION SPECIFICATIONS DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
2.001	IPTS and User Application Specifications	The IPTS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling and visitation sessions.	
2.002	IPTS and User Application Specifications	The IPTS shall be configured to process both free and speed dialed calls.	
2.003	IPTS and User Application Specifications	At City's request, Contractor shall provide a report documenting the completion ratio on a monthly basis or other frequency designated by City.	
2.004	IPTS and User Application Specifications	The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. Contractor shall accept City's reasonable decision regarding whether the reception quality is acceptable.	
2.005	IPTS and User Application Specifications	Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency (DTMF) confirmation ("positive acceptance"). Voice recognition is not an acceptable method for positive acceptance.	
2.006	IPTS and User Application Specifications	The IPTS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, voicemail, cellular telephones, ring-back tones, chain dialing.	
2.007	IPTS and User Application Specifications	The IPTS shall be configured to monitor the switch hook on the telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent unauthorized dialing. Contractor must assume all responsibility for unauthorized dialing occurring as a result of the IPTS failing to meet this requirement.	
2.008	IPTS and User Application Specifications	With each call, the IPTS must provide an automated message, customized to the City's specifications, to advise the called party that:	
2.009	IPTS and User Application Specifications	The call is coming from a correctional facility.	
2.010	IPTS and User Application Specifications	The call is coming from a specific incarcerated person.	
2.011	IPTS and User Application Specifications	The call may be monitored and recorded, or	
2.012	IPTS and User Application Specifications	The call is private and not being monitored and recorded.	
2.013	IPTS and User Application Specifications	The IPTS shall be able to accommodate any of the following options for recording and playback of an incarcerated person's name to the called party:	
2.014	IPTS and User Application Specifications	The incarcerated person may record a name each time a call is placed. City requires no more than 2 seconds be allowed for the incarcerated person to record a name; this setting shall be configurable in the IPTS;	
2.015	IPTS and User Application Specifications	The incarcerated person may record a name only once (with the first call attempted); the recorded name will be stored in the IPTS and shall be played back with all subsequent call attempts. City requires no more than 2 seconds be allowed for the incarcerated person to record a name; this setting shall be configurable in the IPTS; or	

2.016	IPTS and User Application Specifications	No name is recorded. If City selects this option, the announcement to the called party should not include silence or an interruption where the name recording would normally be included.	
2.017	IPTS and User Application Specifications	For calls that are not completed, the IPTS shall play a recorded message to the incarcerated person detailing why the call was not completed.	
2.018	IPTS and User Application Specifications	Following the dialing sequence, Contractor shall indicate whether the IPTS can be configured to either:	
2.019	IPTS and User Application Specifications	Allow incarcerated persons to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up); or	
2.020	IPTS and User Application Specifications	Place the incarcerated person on-hold and not permit the incarcerated person to hear the call progress.	
2.021	IPTS and User Application Specifications	In no event shall the incarcerated person be allowed to communicate with the called party until the call is positively accepted.	
2.022	IPTS and User Application Specifications	The IPTS user application shall allow the following search criteria and filters (without limitation) to be applied to the CDR queries. Contractor shall indicate any of the search criteria which are not currently available:	
2.023	IPTS and User Application Specifications	Incarcerated Person Name (First, Last);	
2.024	IPTS and User Application Specifications	Incarcerated Person Personal Identification Number;	
2.025	IPTS and User Application Specifications	Record Identifier;	
2.026	IPTS and User Application Specifications	Date Range (Start Date/Time and End Date/Tim);	
2.027	IPTS and User Application Specifications	Facility;	
2.028	IPTS and User Application Specifications	Called Number;	
2.029	IPTS and User Application Specifications	Originating Number;	
2.030	IPTS and User Application Specifications	Station Name;	
2.031	IPTS and User Application Specifications	Call Type;	
2.032	IPTS and User Application Specifications	Bill Type;	
2.033	IPTS and User Application Specifications	Duration;	
2.034	IPTS and User Application Specifications	Call Amount;	
2.035	IPTS and User Application Specifications	Flagged Calls;	
2.036	IPTS and User Application Specifications	Monitored Calls;	
2.037	IPTS and User Application Specifications	Recording Type;	
2.038	IPTS and User Application Specifications	Completion Type;	
2.039	IPTS and User Application Specifications	Termination Type;	
2.040	IPTS and User Application Specifications	Validation Result;	
2.041	IPTS and User Application Specifications	Phone Group(s);	
2.042	IPTS and User Application Specifications	Visitation Phone(s); and	
2.043	IPTS and User Application Specifications	Custom Search.	

2.044	IPTS and User Application Specifications	The IPTS user application shall allow CDR query results to be exported in a format selected by City (.csv, PDF, Microsoft Excel 2016 or greater).	
2.045	IPTS and User Application Specifications	At a minimum, the IPTS user application shall be equipped to generate the following standard reports in addition to the CDRs:	
2.046	IPTS and User Application Specifications	Call Statistics by Date Range;	
2.047	IPTS and User Application Specifications	Frequently Called Numbers;	
2.048	IPTS and User Application Specifications	Frequently Used Personal Identification Numbers;	
2.049	IPTS and User Application Specifications	Commonly Called Number;	
2.050	IPTS and User Application Specifications	Call Detail Report;	
2.051	IPTS and User Application Specifications	Facility Totals and Statistics;	
2.052	IPTS and User Application Specifications	Called Party/Number Accepting Report;	
2.053	IPTS and User Application Specifications	Fraud/Velocity Report;	
2.054	IPTS and User Application Specifications	Total Calls;	
2.055	IPTS and User Application Specifications	Personal Allowable Numbers (PAN) Report;	
2.056	IPTS and User Application Specifications	Phone Usage;	
2.057	IPTS and User Application Specifications	Reverse Look-Up;	
2.058	IPTS and User Application Specifications	User Audit Trail ; and	
2.059	IPTS and User Application Specifications	The IPTS user application shall allow City to export the reports in a format selected by City (.csv, PDF, Microsoft Excel 2016 or greater).	
2.060	IPTS and User Application Specifications	The IPTS shall have the capability to customize reports in a form mutually agreed upon by City and Contractor.	
2.061	IPTS and User Application Specifications	Contractor's IPTS user application shall at a minimum allow:	
2.062	IPTS and User Application Specifications	Report generation to include the reports listed above;	
2.063	IPTS and User Application Specifications	The creation, modification and deactivation of user accounts;	
2.064	IPTS and User Application Specifications	The creation, modification and deactivation of incarcerated person accounts;	
2.065	IPTS and User Application Specifications	The creation and modification of telephone numbers in the IPTS including entry of free and privileged telephone numbers without the assistance of Contractor;	
2.066	IPTS and User Application Specifications	Locating and accessing a specific recording by utilizing a unique recording/call identifier;	
2.067	IPTS and User Application Specifications	Block/unblock telephone numbers without the assistance of Contractor;	
2.068	IPTS and User Application Specifications	Configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted telephone.	
2.069	IPTS and User Application Specifications	Program a specific speed dial code to selected telephone numbers as determined by City and at no cost to City and without the assistance of Contractor; and	
2.070	IPTS and User Application Specifications	Query the CDRs for incarcerated person activities and calling patterns, including the provision of reverse look-up at no cost to City. The reverse look-up feature shall include, at a minimum, the end-user's name and billing address for all collect and pre-paid calls.	
2.071	IPTS and User Application Specifications	The IPTS shall have the capability to allow City to create, view and track service tickets associated with the IPTS or Facilities.	
2.072	IPTS and User Application Specifications	Contractor shall ensure continuous diagnostics and supervision for call processing and call recording. Contractor shall be capable of performing remote diagnostics to the IPTS to determine if a problem exists with the telephone, station port, channel, line.	
2.073	IPTS and User Application Specifications	Contractor shall promptly notify City in writing of any local and or long distance telephone service carrier and or provider involved in the provision of telephone service at the City Facilities. Contractor shall also notify City of any rules, regulations and or practices employed by such carriers or providers that will have any effect on the options, and or features of the IPTS.	

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
2.074	IPTS and User Application Specifications	If the City finds that any rule, regulation and or practice of any of Contractor's carriers or providers interferes with or negatively impacts any aspect of the service, options, and or features of the Contractor's IPTS, the City may demand and Contractor agrees to comply with cessation of violation of such rule, regulation and or practice, either by said carrier or provider or by a change of carrier and/or provider.	
2.075	IPTS and User Application Specifications	The IPTS shall comply with the Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing devices that are compatible with Telephone Devices for the Deaf (TDD) and Video Relay Services (VRS) and meet these requirements:	
2.076	IPTS and User Application Specifications	Contractor shall provide the number of TDD telephones and ports and VRS units specified in **Appendix A - Section H (Facility Specifications)**; and	
2.077	IPTS and User Application Specifications	TDD telephones and VRS shall be able to work with the IPTS at the Facilities.	
2.076	IPTS and User Application Specifications	Contractor shall provide commissary ordering via the IPTS. The current commissary provider for City is Keefe; commissary ordering via the IPTS shall allow incarcerated persons access to the commissary menu IPTS via speed dial, capability to build/schedule orders, edit orders, cancel orders and review orders prior to submission to the commissary provider.	
2.077	IPTS and User Application Specifications	The IPTS shall be able to accommodate pro-bono calls to consulates for all countries which may be required for ICE detainees. This option, when requested by City, shall be provided at no cost to City. Contractor shall accept City's direction for how pro bono calling services are configured via the IPTS.	
2.078	IPTS and User Application Specifications	Contractor shall be able to establish an informant line, to allow anonymous submission of information, at no cost to City. Calls to the informant line shall be free and shall be routed via the IPTS to a destination designated by City. Contractor shall accept City's direction for how the informant line is configured through the IPTS.	
2.079	IPTS and User Application Specifications	Contractor shall work with City to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, Contractor shall:	
2.080	IPTS and User Application Specifications	Route free calls via the IPTS to a destination provided and designated by City which may be the same as that used for the City informant line.	
2.081	IPTS and User Application Specifications	At no cost to City, provide a telephone line to City dedicated for PREA calls to which the calls will be routed as free.	
2.082	IPTS and User Application Specifications	Contractor shall have the capability to allow City to maintain the same telephone number currently in place at all Facilities and/or utilize any telephone number specified by the City. Contractor shall accept City's direction for how informant or PREA calling services are configured via the IPTS.	
2.083	IPTS and User Application Specifications	Incarcerated Persons shall be allowed to call the Public Defender's Office. Contractor must post clear multi-language signage with instructions for making such calls in English, Spanish and Cantonese to be affixed in the immediate vicinity of the telephones in a location approved by the City. Incarcerated Person calls to the Public Defender's Office or to Attorneys shall not be recorded or monitored but shall be verified and documented in the IPTS by City and marked as private by City. Upon notice from City to Contractor, call recordings identified by City to be associated with a private number which has been inadvertently recorded shall be removed by Contractor within 48 hrs.	

		SUBSECTION 3 - IPTS SECURITY FEATURES	
REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
3.001	IPTS Security Features	The IPTS shall prohibit:	
3.002	IPTS Security Features	Direct-dialed calls of any type;	
3.003	IPTS Security Features	Access to a live operator for any type of calls;	
3.004	IPTS Security Features	Access to "411" information services;	
3.005	IPTS Security Features	Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services;	
3.006	IPTS Security Features	Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.	
3.007	IPTS Security Features	The IPTS shall prevent call collision or conference calling among telephone stations.	
3.008	IPTS Security Features	The IPTS shall be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). City must be able to shut down via the IPTS user application and/or by cut-off switches at several locations including, but not limited to:	
3.009	IPTS Security Features	At demarcation location;	
3.010	IPTS Security Features	Central control; and	
3.011	IPTS Security Features	By select housing units.	
3.012	IPTS Security Features	The IPTS shall not accept any incoming calls. Contractor shall work with the LEC to ensure such control.	

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
3.013	IPTS Security Features	The IPTS, upon detection of a three-way call, forwarded call, conference call shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.	
3.014	IPTS Security Features	The IPTS shall allow the called party to block their telephone number during the call acceptance process.	
3.015	IPTS Security Features	As specified by City, the IPTS shall have the capability to allow calls to specific numbers at specified times during the day.	
3.016	IPTS Security Features	The IPTS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per incarcerated person, per month. The current call time limit for the Facilities is specified in **Appendix A - Section H (Facility Specifications)**.	
3.017	IPTS Security Features	Prior to the initial implementation of Contractor's services, Contractor shall receive City approved lists of telephone numbers that shall be configured as private or blocked. All numbers provided as approved by City shall be configured as requested and re-validated by Contractor before transition of service and implementation of the new IPTS.	
SUBSECTION 4 - PERSONAL IDENTIFICATION NUMBER APPLICATION			
REQUIREMENT NUMBER	**REQUIREMENT TYPE**	**DESCRIPTION**	**AGREEMENT NEGOTIATION RELATED COMMENTS**
4.001	Personal Identification Number Application	The Personal Identification Number (PIN) application shall work with the IPTS allowing incarcerated persons to use PINs to complete calls via the IPTS and include all of the following features and functionalities:	
4.002	Personal Identification Number Application	The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN;	
4.003	Personal Identification Number Application	The capability to configure pro per incarcerated person PINs including any associated PAN lists, separate from the original incarcerated person PIN, and configurable and searchable by City within the IPTS platform.	
4.003	Personal Identification Number Application	The capability to interface with the Facility's Jail Management System ("JMS"). The current JMS provider is New World Systems. It is the Contractor's responsibility to contact the JMS provider, establish a working business relationship and identify the requirements necessary to interface with the JMS to ensure Contractor will be able to meet the PIN requirements listed below with the initial implementation. The City shall not be responsible for paying any amount associated with the required interface.	
4.004	Personal Identification Number Application	The capability to receive, accept and search alphanumeric characters in an incarcerated person's ID.	
4.005	Personal Identification Number Application	The capability of accommodating any of the following options for how PINs are received and/or generated by the IPTS:	
4.006	Personal Identification Number Application	JMS generates and sends to the IPTS an incarcerated person ID. The IPTS stores the incarcerated person ID and generates an additional unique identifier to be added to the incarcerated person ID. The combination of the incarcerated person ID and the additional unique identifier shall be the PIN;	
4.007	Personal Identification Number Application	JMS generates and sends to the IPTS an incarcerated person ID along with additional incarcerated person data. The IPTS stores the incarcerated person ID and utilizes the additional incarcerated person data to create the complete PIN;	
4.008	Personal Identification Number Application	JMS generates and sends the complete PIN to the IPTS. The IPTS stores the complete PIN; or	
4.009	Personal Identification Number Application	The IPTS, without an interface with the JMS, auto-generates the complete PIN;	
4.010	Personal Identification Number Application	The IPTS shall be capable of accepting a manually entered PIN.	
4.011	Personal Identification Number Application	The interface between the JMS and IPTS shall automatically update the status of the PIN in the IPTS based on the incarcerated person's status in the JMS (e.g. newly booked, transferred, released).	
4.012	Personal Identification Number Application	City requires a 12-digit PIN comprised of an 8-digit incarcerated person ID and a unique 4-digit identifier generated by the IPTS.	
4.013	Personal Identification Number Application	PINs are required for booking/intake phone(s).	
4.014	Personal Identification Number Application	Once a PIN has been activated in the IPTS, the incarcerated person shall only be allowed to place calls from a designated Facility or group of incarcerated person telephones located at the Facility.	
4.016	Personal Identification Number Application	When an individual PIN is added or modified in the system, the IPTS shall document the date/time and the user making the change.	
4.017	Personal Identification Number Application	City requires a Contractor-provided test PIN for private call prompt verification. City must have the ability to place test calls and confirm, without assistance from Contractor, that the IPTS is configured with the appropriate admonition relative to calls that are placed to telephone numbers configured with private/privileged settings. The City may request modifications to private call prompt language at any time and shall be completed by Contractor within 48 hours of request.	

REQUIREMENT NUMBER	REQUIREMENT TYPE	SUBSECTION 5 - PERSONAL ALLOWABLE NUMBER LISTS (PANs) DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
5.001	PANs	The IPTS shall have the capability to store a list of Personal Allowed Numbers (PAN) associated with specified incarcerated person PINs, including pro per PINs. The City shall have the flexibility to apply PAN lists to some or all of the incarcerated person population.	
5.002	PANs	The IPTS shall allow authorized users to set a universal quantity of PANs at the incarcerated person level or override the default quantity of PANs for an incarcerated person.	
5.003	PANs	The quantity of approved telephone numbers within a PAN shall be configurable.	
5.004	PANs	PANs shall allow authorized users to set a universal quantity of approved telephone numbers for each PIN.	
5.005	PANs	The IPTS shall have the capability to track PAN changes based on a frequency required by City. The IPTS shall have the capability to notify the user if a PAN change is requested to be made outside of the allowed timeframe (e.g. every 90 days).	
5.006	PANs	The IPTS shall document all updates, modifications and/or details for a PAN (e.g. user name, modification made, time/date stamp).	
5.007	PANs	IPTS shall be capable of storing the following information (at a minimum) for each telephone number on the PAN; telephone number, called party name, address and relationship to incarcerated person.	
5.008	PANs	The PAN application shall include an auto-enroll feature to avoid manual entry of PANs.	

REQUIREMENT NUMBER	REQUIREMENT TYPE	SUBSECTION 6 - MONITORING AND RECORDING DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
6.001	Monitoring and Recording Requirements	The IPTS shall be capable of monitoring and recording all incarcerated person calls and visitation sessions from any telephone within the Facilities unless there are restrictions that prohibit the recording and monitoring of certain calls and visitation sessions such as attorney-client privilege. The IPTS must provide an automated message to advise participants that the visitation session may be monitored and recorded. All incarcerated person-attorney or incarcerated person-Public Defender calls are not and shall not be recorded. Contractor shall be responsible for ensuring that all calls to verified attorney telephone numbers, specified and/or entered by the City or Contractor, are set as private and are not recorded. A failure by the Contractor to adhere to City's attorney verification process is subject to liquidated damages as described in **Appendix A - Section I. (Rates and Fees)**.	
6.002	Monitoring and Recording Requirements	The IPTS shall be able to exclude all restricted or privileged calls and visitation sessions and clearly designate non-recorded calls/visitation sessions within the IPTS user application.	
6.003	Monitoring and Recording Requirements	The IPTS shall allow designated users at the Facilities to play back a recorded call/visitation session in progress (e.g. live monitoring) via the IPTS user application.	
6.004	Monitoring and Recording Requirements	The IPTS shall be configured by default to record all calls/visitation sessions, except in the case of attorney calls. The IPTS shall have the capability of allowing the City to activate/deactivate the recording feature for the visitation stations without the involvement of Contractor.	
6.005	Monitoring and Recording Requirements	A failure by the Contractor to adhere to City's visitation monitoring/recording process is subject to liquidated damages as described in **Appendix A - Section I. (Rates and Fees)**.	
6.006	Monitoring and Recording Requirements	The IPTS shall be capable of recording calls/visitation sessions in a manner allowing designated users to isolate the incarcerated person or the end-user side of the recording for playback.	
6.007	Monitoring and Recording Requirements	The IPTS shall provide simultaneous playback and continuous recording of calls and visitation sessions.	
6.008	Monitoring and Recording Requirements	The live monitoring feature shall display a list of calls in progress to allow City to scan through all calls in progress or to listen to a specific call. At minimum the default view shall sort calls in chronological order. Private calls, such as attorney calls, shall be indicated as such in the display window. For the purpose of call monitoring, the City prefers that the IPTS display the fields below. Contractor shall indicate any display fields not currently available.	
6.009	Monitoring and Recording Requirements	Call Start Time;	
6.010	Monitoring and Recording Requirements	Facility;	
6.011	Monitoring and Recording Requirements	Phone Location Name;	
6.012	Monitoring and Recording Requirements	Incarcerated Person Name;	

6.013	Monitoring and Recording Requirements	Incarcerated Person PIN;	
6.014	Monitoring and Recording Requirements	Called Number;	
6.015	Monitoring and Recording Requirements	Private/Attorney Call;	
6.016	Monitoring and Recording Requirements	Called City, State;	
6.017	Monitoring and Recording Requirements	Call Type;	
6.018	Monitoring and Recording Requirements	Call Status;	
6.019	Monitoring and Recording Requirements	Alert; and	
6.020	Monitoring and Recording Requirements	Duration.	
6.021	Monitoring and Recording Requirements	All Call Detail Records ("CDRs") including all attempted and completed calls, shall be stored online for a minimum period of 3 years and stored offline for a minimum period of 7 years following the expiration of the Agreement.	
6.022	Monitoring and Recording Requirements	All call recordings and visitation sessions shall be stored online for the life of the Agreement. A copy of all recordings shall be stored offline by the Contractor for a period of 2 years following the expiration or termination of the Agreement and any renewal terms.	
6.023	Monitoring and Recording Requirements	The City does not require IPTS workstations under this Agreement aside from that for the Contractor-provided dedicated technician or similar. Access to the IPTS shall be completely web-based and Contractor shall provide a detailed description, as well as network requirements, for how real-time, anywhere, anytime access to the IPTS user application shall be accomplished at no cost to the City. Contractor shall include remote access to the IPTS at no additional cost.	
6.024	Monitoring and Recording Requirements	The provision of remote access shall allow City the same features and functionalities, permitted by the user's level of access, available on a Contractor-provided workstation.	
6.025	Monitoring and Recording Requirements	For the term of the Agreement, City shall have access to all CDRs from all workstations and remote access computers, based on the user's access level.	
6.026	Monitoring and Recording Requirements	The IPTS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call/visitation session to a specified destination.	
6.027	Monitoring and Recording Requirements	The IPTS user application shall transfer/copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording. Contractor shall provide a detailed description of the process for transferring/copying/exporting recordings.	
6.028	Monitoring and Recording Requirements	The IPTS shall be capable of emailing and copying recorded calls and visitation sessions onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.	
6.029	Monitoring and Recording Requirements	The copying/burning application shall be internal to the IPTS .	
6.030	Monitoring and Recording Requirements	Contractor shall provide modular units for the occurrence of mass arrests. Portable phones shall be custom mounted on metal four wheel dollies for easy and stable transport and stable end-use. Provide units with poly-urethane, non-marring, ball-bearing, smooth running, lockable wheels. Provide with push-cart handle and location to secure the unit to a fixed item. Provide plug-in extension length as required. Unit platform shall be aluminum or finished metal. Provide phone outlets at predetermined locations for interconnect to IPTS system. Contractor shall provide the quantity of portable phones required by the City as outlined in **Appendix A - Section H (Facility Specifications)**.	
6.031	Monitoring and Recording Requirements	In case of IPTS system failure, the IPTS shall provide an easily switchable bypass to remove the intake phone system from the IPTS system and to access outside lines directly upon failure of the IPTS system. Such workaround may be provided as follows: cutoff switching at an agreed upon location from the IPTS system with a "land-line" cut-in interface for standard phone service. This is to meet legal requirements to provide phone calls within the first 2-hours of custody.	
6.032	Monitoring and Recording Requirements	Contractor shall provide hands-free suicide resistant telephones at specific locations per the City's direction and preference.	

SECTION F - VVS REQUIREMENTS			
SUBSECTION 1 - VIDEO VISITATION SERVICE			
REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
1.001	Video Visitation Service	The VVS shall consist of hardware, firmware and software designed to enable the City to initiate, monitor, record, and retrieve video visitation sessions. Contractor visitation software scheduling shall apply to both VVS and standard onsite visitations. If Contractor software cannot accommodate both VVS and standard onsite visitations, Contractor must reimburse City's annual maintenance fee for City's provision of standard onsite visitation scheduling software.	
1.002	Video Visitation Service	Contractor's VVS shall provide all operational features and system requirements applicable to all video visitation sessions placed through the VVS including incarcerated person to general public and incarcerated person to attorney video visitation sessions at City preferred durations.	
1.003	Video Visitation Service	The VVS shall utilize the IPTS interface with the JMS. City will not be responsible for paying any amount(s) associated with the required interface(s). City prefers the incarcerated person identifier utilized for the IPTS is the same incarcerated person identifier for the VVS.	
1.004	Video Visitation Service	City requires the VVS to complete both onsite and remote video visitation sessions at no cost to the general public or incarcerated person. All video visits shall be considered paid for by City within the per-device-lease cost for each video visitation station and billed monthly. Onsite video visitation stations are currently available to visitors in the lobbies of CJ#1 and CJ#5, allowing a visitor at CJ#1 to conduct a video visitation session with an incarcerated person at CJ#5. A visitor at CJ#5 can conduct a video visitation session with an incarcerated person at CJ#2. Incarcerated person video visitation stations are installed at CJ#5 and CJ#2.	
1.005	Video Visitation Service	Should the City require additional VVS stations at currently populated Facilities or an expansion of VVS to newly constructed and/or newly populated Facilities, Contractor shall provide additional VVS stations, both for visitors in lobby areas and inmates within housing units, and monitoring and recording equipment (as needed) upon 45 days request and at no additional cost to City. The additionally provided VVS stations shall incur the same per-device-lease cost per month as detailed in **Appendix A - Section I (Rates and Fees)**. If the Contractor fails to provide and install the additional VVS stations and/or monitoring and recording equipment within 45 days the Contractor may be liable for liquidated damages as described in **Appendix A - Section I. (Rates and Fees)**.	
1.006	Video Visitation Service	Contractor shall provide internet test capability to remote video visitors.	
1.007	Video Visitation Service	The VVS must be able to shut down and/or disable an individual video visitation station or group of video visitation stations quickly and selectively without affecting other video visitation stations.	
1.008	Video Visitation Service	Designate professional visitors, such as legal counsel, to ensure the video visitation sessions are not recorded; provide full monitoring and recording for all other video visitation sessions and store video visitation recordings online for a period of 90 days.	
1.009	Video Visitation Service	Provide power over Ethernet ("POE") and complete all wiring and installation work required to implement VVS.	
1.010	Video Visitation Service	Accommodate a ratio of 1 incarcerated person video visitation station for every 45-50 incarcerated persons.	
1.011	Video Visitation Service	Install a monitoring station with the capability for City staff to view real-time video visitation session activity. City prefers a 60" screen size with the capability to view 12-16 simultaneous video visitation stations in a thumbnail format on the monitoring screen.	
1.012	Video Visitation Service	The VVS shall be capable of differentiating onsite and remote video visitation sessions. Further, the VVS shall be capable of limiting the length of a video visitation session providing service at certain times of the day/week/month and allowing a maximum number of video visitation sessions per incarcerated person per week or month.	
1.013	Video Visitation Service	Contractor must have the capability to provide remote access to the VVS at no additional cost. The provision of remote access shall allow the City the same features and functionalities, permitted by the user's level of access, available on a control workstation.	

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
SUBSECTION 2 - VVS SPECIFIC INSTALLATION REQUIREMENTS			
2.001	VVS Installation Requirements	Contractor shall provide the City the number of VVS control workstation(s) specified in **Appendix A - Section H (Facility Specifications)**. The workstations shall work in real-time with the VVS, for monitoring, recording and reporting. The workstation shall each include a CD/DVD burner, 2 flat screen monitors, built in speakers, mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent).	
2.002	VVS Installation Requirements	VVS stations shall be suitable for a correctional environment, made from stainless steel, and must be vandal and tamper resistant with a shatter proof screen. VVS stations shall include the cord length requirements as those for telephone sets as described in **Appendix A - Section H (Facility Specifications)**.	
2.003	VVS Installation Requirements	The VVS stations shall not include any removable parts.	
2.004	VVS Installation Requirements	The VVS stations shall include volume control.	
2.005	VVS Installation Requirements	Contractor shall, with direction and approval from City and/or City's Bureau of Building Services, install all new VVS equipment even if the selected Contractor is the incumbent Contractor, and as advised.	
2.006	VVS Installation Requirements	VVS stations shall include picture-in-picture viewing.	
2.007	VVS Installation Requirements	Upon installation of the VVS, Contractor will be responsible for providing all labor, equipment, supplies, materials, software, configuration (hardware, software, networking and bandwidth), documentation, testing and training necessary for the completion of the installation.	
2.008	VVS Installation Requirements	The VVS must provide high-quality, stereo audio and broadcast-quality video while meeting the industry quality standards.	
2.009	VVS Installation Requirements	Upon completion of the initial installation and any ongoing installations, Contractor shall provide City with a list of incarcerated person and visitor video visitation stations, specifications, and location of each unit.	
2.010	VVS Installation Requirements	Contractor shall place placards containing video visitation use instructions in English, Spanish and Cantonese on or near each station. Placards shall be replaced each time a VVS station is replaced.	
SUBSECTION 3 - VVS REGISTRATION AND SCHEDULING			
REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
3.001	VVS Registration and Scheduling	The VVS shall include a web-based scheduling application allowing visitors (public and professional) to register, schedule, fund and/or cancel standard and video visitation sessions using an internet browser and internet connection. Contractor visitation software scheduling shall apply to both VVS and standard onsite visitations. If Contractor software cannot accommodate both VVS and standard onsite visitations, Contractor must reimburse City's annual maintenance fee for City's provision of standard onsite visitation scheduling software. All video visits shall be scheduled to occur on the dates specified and approved by City.	
3.002	VVS Registration and Scheduling	The VVS shall have the capability to allow smart phone scheduling.	
3.003	VVS Registration and Scheduling	The VVS shall allow visitors to log in using a unique visitor ID or an email address and password.	
3.004	VVS Registration and Scheduling	The VVS shall be capable of requiring the general public to acknowledge and agree to the terms and conditions associated with City's visitation policies as part of the registration process and with each scheduled visitation session.	
3.005	VVS Registration and Scheduling	At a minimum, the VVS shall obtain and store the following information for the visitor as part of the registration process:	
3.006	VVS Registration and Scheduling	First Name;	
3.007	VVS Registration and Scheduling	Last Name;	
3.008	VVS Registration and Scheduling	Email;	
3.009	VVS Registration and Scheduling	Telephone Number / Cell Phone;	
3.010	VVS Registration and Scheduling	Username; and	
3.011	VVS Registration and Scheduling	Password.	
3.012	VVS Registration and Scheduling	At a minimum, the VVS shall obtain and store the following information for the visitor as part of the scheduling process:	
3.013	VVS Registration and Scheduling	First Name;	
3.014	VVS Registration and Scheduling	Middle Name;	
3.015	VVS Registration and Scheduling	Last Name;	

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
3.016	VVS Registration and Scheduling	Email;	
3.017	VVS Registration and Scheduling	Physical Address (Street Address, City, State, Zip);	
3.018	VVS Registration and Scheduling	Telephone Number;	
3.019	VVS Registration and Scheduling	Identification Type;	
3.020	VVS Registration and Scheduling	ID Number;	
3.021	VVS Registration and Scheduling	Username; and	
3.022	VVS Registration and Scheduling	Password.	
3.023	VVS Registration and Scheduling	The VVS shall have the capability to track all incarcerated person housing unit assignments, movements, and releases. The VVS shall automatically cancel all sessions associated with an incarcerated person if the incarcerated person gets released.	
3.024	VVS Registration and Scheduling	The VVS shall be capable of sending the general public an email or text notification confirming the scheduled or canceled visit.	
3.025	VVS Registration and Scheduling	The VVS shall have the capability to display upcoming daily video visitation session information on one or multiple incarcerated person station screens (i.e. incarcerated person name, time of visit).	
3.026	VVS Registration and Scheduling	The VVS shall be capable of accommodating different sets of rules for onsite standard visitation and remote video visitation sessions.	

SUBSECTION 4 - VVS USER APPLICATION			
REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
4.001	VVS User Application	The VVS must provide specific information for tracking incarcerated person and visitor activities and patterns by, at a minimum, the following criteria:	
4.002	VVS User Application	Incarcerated Person ID number;	
4.003	VVS User Application	Incarcerated Person name;	
4.004	VVS User Application	Visitor name;	
4.005	VVS User Application	Date and time of visit;	
4.006	VVS User Application	Incarcerated Person video visitation station; and	
4.007	VVS User Application	Daily, weekly and monthly visit statistics.	
4.008	VVS User Application	The VVS shall have the capability to allow authorized City staff to create the following restrictions with customizable durations:	
4.009	VVS User Application	Restrict a visitor from visiting certain incarcerated person(s);	
4.010	VVS User Application	Restrict an incarcerated person from visiting ALL visitors;	
4.011	VVS User Application	Restrict a visitor from visiting ALL incarcerated persons;	
4.012	VVS User Application	Restrict an incarcerated person from having remote video visits (onsite video visits only);	
4.013	VVS User Application	The VVS user application shall have the capability to support the following functions:	
4.014	VVS User Application	Set user ID;	
4.015	VVS User Application	Set/reset password;	
4.016	VVS User Application	Capture the user's first, middle and last name;	
4.017	VVS User Application	Manually terminate standard or video visitation sessions;	
4.018	VVS User Application	Report status of all standard and video visitation sessions (online or idle);	
4.019	VVS User Application	Stop, pause and restart any running visit;	
4.020	VVS User Application	Allow the City to enter comments or add notes to a visit;	
4.021	VVS User Application	Allow for station reassignment during any running visit;	
4.022	VVS User Application	Allow for visitation time extension during any running visit;	
4.023	VVS User Application	Customize the number of visits per the monitoring screen and the page rotation duration;	
4.024	VVS User Application	Designate a visitor as being an attorney (or other professional) type of visitor;	
4.025	VVS User Application	Manually schedule standard or video visitation sessions for a particular incarcerated person, station, and date and time, on behalf of visitor(s);	
4.026	VVS User Application	Allow authorized users the ability to mandate specific visits, visitors and/or incarcerated persons to be recorded;	
4.027	VVS User Application	Allow authorized users to download, share and/or view recordings; and	
4.028	VVS User Application	Include an audit trail function and the capability to track users who have viewed and/or downloaded the recording files(s).	

SUBSECTION 5 - VVS MONITORING AND RECORDING REQUIREMENTS			
REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
5.001	VVS Monitoring and Recording Requirements	The VVS must permit the City to fully record and monitor all standard and video visitation sessions from any standard or video visitation station within the Facilities unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions. Contractor shall be responsible for ensuring that all video visitation sessions with verified attorneys, specified and/or entered by the City or Contractor, are set as private and are not recorded. Contractor's failure to adhere to City's attorney verification process may result in liquidated damages as decribed in **Appendix A - Section I. (Rates and Fees)**.	

5.002	VVS Monitoring and Recording Requirements	The VVS shall automatically start each video visitation session at the designated start time.	
5.003	VVS Monitoring and Recording Requirements	The VVS shall allow City to determine if a visit is to be cancelled if the visitor does not check-in on time or after a set amount of time, and if the visitation session will count against the incarcerated person's visitation quota.	
5.004	VVS Monitoring and Recording Requirements	The VVS shall automatically attempt to reconnect a video visitation session if connectivity is lost.	
5.005	VVS Monitoring and Recording Requirements	The VVS shall include an alert system that will detect visitation sessions made by a particular incarcerated person or visitor.	
5.006	VVS Monitoring and Recording Requirements	The VVS should have the capability to display an onscreen countdown clock timer on the incarcerated person and the visitor stations.	
5.007	VVS Monitoring and Recording Requirements	The City requires the retention of video visitation sessions online for 90 days.	
5.008	VVS Monitoring and Recording Requirements	The VVS shall store all video visitation sessions offline for the life of the Agreement plus 2 years after the termination of the Agreement.	

SECTION G - ADDITIONAL TECHNOLOGY

SUBSECTION 1 - AUTOMATED INFORMATION TECHNOLOGY SYSTEM (AITS)

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
1.001	AITS	Contractor shall provide to City the Virtual Receptionist as an AITS within 180 days of Agreement execution and at no cost to City.	
1.002	AITS	Contractor's AITS shall provide both incarcerated persons and external users with information relative to the facilities or to a specific incarcerated person.	
1.003	AITS	Contractor shall offer its AITS at the discretion of the City with configurable and wholly adjustable prompts as appropriate, including but not limited to general facility information, visitation information, incarcerated person information, incarcerated person charges, bond amounts and types, court dates/times/locations, and release dates.	

SUBSECTION 2 - Cell Phone Detection

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	AGREEMENT NEGOTIATION RELATED COMMENTS
2.001	Cell Phone Detection	Contractor shall provide to City one (1) ferromagnetic mobile cell phone detection device within 180 days of Agreement execution and at no cost to City.	
2.002	Cell Phone Detection	Contractor's mobile cell phone detection device shall be capable of detecting cell phones and other devices, provide full body scans and body cavity detection, and shall also offer a covert screening option.	

SECTION H - FACILITY SPECIFICATIONS

SUBSECTION 1 - FACILITY INFORMATION & EQUIPMENT REQUIREMENTS

Data Category	County Jail #1 (Intake Facility) 425 7th Street San Francisco, CA 94103	County Jail #2 425 7th Street San Francisco, CA 94103	County Jail #3 850 Bryant Street, 6th Floor San Francisco, CA 94103
Average Daily Population (ADP):	30	280	
Incarcerated Person Type:	City, County, State	City, County, State	
Call Time Limit:	15 Minutes	15 Minutes	
Hours of Availability for Incarcerated Person Telephones:	24/7	24/7	
Hours of Availability for Booking Telephones:	24/7	24/7	
Incarcerated Person Telephones Required:	20	74	Facility Empty
Required Telephone Cord Length (Incarcerated Person Telephones):	18"	18"	
Visitation Telephones Required:	4	10	
Required Telephone Cord Length (Visitation Telephones):	18"	18"	
Portable/Cordless Phones Required:	1	5	
TDD and VRS Devices Required:	2 TDD/1 VRS	0	
Public Pay Telephones:	1	1	
Incarcerated Person Video Visitation Stations Required:	0	12 (5 Wall-mounted/7 Portable)	
Required Cord Length (Incarcerated Person Video Visitation Stations):	18"	18"	
General Public Video Visitation Stations:	1	0	
Required Cord Length (General Public Video Visitation Stations):	18"	18"	
Control Workstation Required:	0	1	
Total IPCS Devices to be Invoiced:	30	103	

Data Category	County Jail #4 850 Bryant Street 7th Floor San Francisco, CA 94103	County Jail #5 1 Moreland Drive San Bruno, CA 94066	County Jail #6 1 Moreland Drive San Bruno, CA 94066
Average Daily Population (ADP):	340	650	
Incarcerated Person Type:	City, County, State	City, County, State	
Call Time Limit:	15 Minutes	15 Minutes	
Hours of Availability for Incarcerated Person Telephones:	24/7	24/7	
Hours of Availability for Booking Telephones:	24/7	24/7	
Incarcerated Person Telephones Required:	59	64	Facility Empty
Required Telephone Cord Length (Incarcerated Person Telephones):	18"	18"	
Visitation Telephones Required:	64	76	
Required Telephone Cord Length (Visitation Telephones):	18"	18"	
Portable/Cordless Phones Required:	8	24	
TDD and VRS Devices Required:	0	2 TDD/1 VRS	
Public Pay Telephones:	1	1	
Incarcerated Person Video Visitation Stations Required:	0	25 (16 Wall-mounted/9 Portable)	
Required Cord Length (Incarcerated Person Video Visitation Stations):	N/A	18"	
General Public Video Visitation Stations:	0	2	
Required Cord Length (General Public Video Visitation Stations):	N/A	18"	
Control Workstation Required:	0	1	
Total IPCS Devices to be Invoiced:	132	196	

SUBSECTION 2 - INTERFACE CONTACT INFORMATION

Service Provider Type	Company & Contact Name	Contact Telephone Number	Email
Commissary	Keefe/Jennifer Rowland		jrowland@keefegroup.com
JMS	New World Systems/Gene Markle	248-269-1000	

SECTION I - RATES AND FEES

SUBSECTION 1 - IPCS RATES & FEES

Category	Cost Per Minute	Average Cost Per Call Or Visit: 15 Minute Duration
Calling Rates to Incarcerated Persons or Called Party		
All Domestic Calls	$0.00	$0.00
International	$0.00	$0.00
Video Visitation Fee to Incarcerated Persons or Visiting Party		
Onsite VVS	$0.00	$0.00
Offsite/Remote VVS	$0.00	$0.00

Contractor's per-device-lease fee shall be payable by City on a per station basis and covering the scope of the Agreement associated with the IPCS.

Incarcerated persons and end-users shall not be charged for any communications covered herein, inclusive of any associated funding fees.

All calls and video visits, including international calls, shall be processed as free through the IPCS.

No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the Contractor received advance written approval from the City Attorney.

SUBSECTION 2 - IPTS/VVS LEASE COST
PER INCARCERATED PERSON TELEPHONE & VIDEO VISITATION STATION

Category	Amount	Interval
Lease cost for IPTS (Per Device):	89.78*	Per Device Per Month
Lease cost for VVS (Per Device):	89.78*	Per Device Per Month

* In accordance with Quote 00003376 received from GTL dated June 1, 2020, City's total cost for the VVS expansion (inclusive of hardware, implementation, and infrastructure) shall be $107,450.00. This total VVS expansion cost shall be paid in 12 equal and monthly installments at a rate of $8,954.16 in addition to the $89.78 per-device-lease fee per month for the first year of this Agreement. Details of the VVS expansion costs are detailed in **Appendix A - Section J. (VVS Cost)**.

* Beginning with year 2 of this Agreement, and with each year thereafter, City shall only be responsible for the total per-device-lease fee of $89.78 per month.

SUBSECTION 3 - CALCULATION OF CHARGES

The IPTS/VVS Lease Cost (Per Device) of $89.78 per Appendix A - Section I, Subsection 2, each month as compensation, includes the lease, implementation, maintenance, infrastructure, service, and hardware costs listed in Apendix A, Section H. Facility Specifications and Section J. VVS Cost.

Contract Period	Monthly Cost	Annual Cost
Year 1 (Months 1 to 12)	$49,774.14	$597,289.70
Year 2 (Months 13 to 24)	$41,388.58	$496,662.96
Year 3 (Months 25 to 36)	$41,388.58	$496,662.96
Total Not to Exceed Amount		**$1,590,615.62**

SUBSECTION 4 - LIQUIDATED DAMAGES

Category	Description	Amount
All Incarcerated Person Communication Services	Unauthorized visitation recordings wherein visitation sessions were recorded without the authorization of the City or direction from the City regarding the settings for monitoring/recording the visitation session was not followed.	$300.00 per unauthorized recording or per instance where City direction regarding the settings for monitoring/recording the visitation session was not followed.
All Incarcerated Person Communication Services	IPTS traffic detail reports, billing files, CDRs, VVS detail reports, and/or all other reports not containing the required fields, received by City after the date specified in Appendix A, Section A (General Conditions). If the reporting is late and/or reports do not contain all required fields, late charges/interest for all three shall apply.	$750.00 per month for each report not received by the due date specified or for each report that does not contain all of the fields and information identified in **Appendix A, Section A (General Conditions)**. $100.00 per day for any daily CDR reports not submitted by Contractor, or for each day where the CDR report does not contain all of the fields and information identified in **Appendix A, Section A (General Conditions)**.

All Incarcerated Person Communication Services	Any changes to rates without the express written approval of City. Contractor must issue refunds to all overcharged end-users or	$2.00 per completed call or video visitation session which was rated/charged using unauthorized rates(s).
All Incarcerated Person Communication Services	Any bill types, transactions or applications implemented or removed regarding the processing and/or completion of incarcerated person telephone calls without the express written consent of City.	$500.00 per day for each day the bill type, transaction or applications is implemented or removed.
All Incarcerated Person Communication Services	Due to Contractor's action(s), if any installation, initial or additionally requested incarcerated person communications equipment is not completed within the timeframe allowed in the agreed-upon implementation plan.	$500.00 per day for each day the after the agreed-upon date until the installation is complete.
All Incarcerated Person Communication Services	Contractor shall be responsible for resolving any reported repairs or replacements within 10 days following the date of notification of a service request or incarcerated person communication service failure ("Cure Period"). Should Contractor fail to resolve the reported repair or replacement within the specified Cure Period, Contractor may be liable for liquidated damages.	$500.00 for each day after the Cure Period and for each reported repair or replacement that the Contactor fails to resolve, until each reported repair or replacement is resolved by Contractor.
All Incarcerated Person Communication Services	When City suffers one or more lost, unrecoverable or un-useable recording(s). City agrees to notify Contractor of such instances and provide up to 7 days per instance for Contractor to produce the call recordings.	$1,000.00 per occurrence.
All Incarcerated Person Communication Services	Contractor shall adhere to City's performance process when upgrading each incarcerated person communications service, software, equipment, or performing any changes to the incarcerated person communications which affect the scope under this Agreement. Any deviation from the process may result in liquidated damages incurred by Contractor.	$500.00 per occurrence.

SECTION J - VVS Expansion Cost				
SUBSECTION 1 - VVS Hardware, Implementation, and Infrastructure (Year 1)				
Hardware				
Product Name	ContractorProduct Code	Quantity	Unit Cost	Extended
15.6" Megatron – Complete unit	N/A	3	$1,400.00	$4,200.00
15.6" Megatron – Mobile unit	N/A	16	$1,900.00	$30,400.00
			Subtotal:	**$34,600.00**
Services				
Product Name	ContractorProduct Code	Quantity	Unit Cost	Extended
SV - Implementation	RS-SV-5.6-1000	19	$150.00	$2,850.00
SV - Install/Infrastructure (Includes Data Dro	N/A	31	$2,258.06	$70,000.00
			Subtotal:	**$72,850.00**
			Grand Total:	**$107,450.00**