



DEPARTMENT OF FINANCIAL SERVICES
PURCHASING DIVISION
HALL COUNTY, GEORGIA

DENA BOSTEN, CPA
FINANCIAL SERVICES DIRECTOR

TIMOTHY C. SIMS
FINANCIAL ASSETS MANAGER

NOTICE - REQUEST FOR PROPOSAL

Date Issued: August 11, 2020

RFP #41-007

Sealed submittals from firms will be received by the Purchasing Department of the Hall County Commissioners at 2875 Browns Bridge Road, 4th Floor, Gainesville, GA 30504 until 3:00 p.m., legal prevailing time will be on Tuesday, September 8, 2020 for:

INMATE TELEPHONE SYSTEM AND SERVICES ANNUAL CONTRACT

After the time and in a designated room and place, the names of the companies submitting proposals will be publicly read. No further information will be read, discussed or provided until the evaluation of all submittals are completed. No extension of the proposal period will be made other than by a formal written addendum.

Hall County Board of Commissioners is soliciting submissions from companies that are interested in and capable of providing an inmate telephone system and related services for two (2) locations:

- 1) Hall County Detention Center located at 1700 Barber Road, Gainesville, GA 30507. The average daily male population is 781 and the average daily female population is 97. The minimum age is 17 years and the average age of inmates is 35 years. The total bed space capacity is 1,134 inmates. There are currently one hundred (100) non-coined telephones in the blocks with two (2) coin operated phones in the lobby.
- 2) The Hall County Correctional Institution located at 1694 Barber Road, Gainesville, GA 30507. The average daily population at the Correctional Institution is 200 of which the average age is 32 years. The total bed capacity is 240 inmates. There are currently sixteen (16) non-coined telephones.

Proposal submittal documents may be obtained by going to our Bids & Proposals website at <http://www.hallcounty.org/Bids.aspx>, then select the bid titled "Inmate Telephone Systems & Services", click on 'Request a Bid Package', fill out the requested information, click 'Submit' You can also contact us in the Purchasing Office at the Hall County Government Center, 2875 Browns Bridge Road, 4th Floor, Gainesville, GA 30504 or Phone (770) 535.8270 Fax (770) 531.7112 to obtain the information at no charge. **This is the only official release site for this request for proposals or any addenda that may be issued for same.**

A Pre-Bid Meeting and Site Inspection will be held on **Wednesday, August 26, 2020 at 10:00 a.m.**, at the Hall County Jail located at 1700 Barber Road, Gainesville, Ga 30507. Hall County urges all prospective bidders to attend. Immediately following the pre-bid meeting, a tour of the facilities will be conducted for all parties interested in viewing the facilities. Questions arising during the tours should be submitted in writing in accordance with instructions listed in this document no later than Friday, August 28 by 5 p.m. We will have these answered in an addendum by Tuesday, September 1, 2020.

Firms must submit nine (9) copies of their proposal; one (1) of which must be marked as "Original" and eight (8) marked as "Copy". Proposals shall be enclosed in a sealed envelope or box clearly marked with "RFP #41-007 for "Inmate Telephone System & Services" in the lower, left corner. Proposals that do not clearly outline responses to each criterion may be eliminated from further consideration. Your submittal must have a signature in its "**original form**". Hall County suggests this is provided on "Introductory Letter". Failure to sign your proposal in the introductory letter will force your bid to be declared as "non-responsive" and not be considered for award. **Your price proposal must be enclosed in a separate sealed envelope and marked as pricing.**

These proposals will be evaluated using a multi-step process. The first step is to evaluate the "**qualification**" submissions. Factors and percentage of each category to be considered in the evaluation includes: introductory letter – **5%**, firm experience and workload – **20%**, firm personnel experience – **25%**, IT system / requirements / implementation/ service / support / customer service – **25%** and cost proposal – **25%**. This step will result in a "**shortlist of qualified firms**". After the "short list" is compiled, the County may schedule interviews of the "short listed" consultants.

Successful proposer will be required to provide insurance in the amount of at least one million dollars (\$1,000,000.00) as required by paragraph 17 of the "Terms and Conditions" of these documents.

Failure to sign your bid in the proper space on the Proposal Form will force your bid to be declared as "Non-Responsive" and not considered for award.

No proposal may be withdrawn for a period of (60) sixty days after time has been called on the date of opening.

All questions about technical requirements of the proposal should be directed to Noel Ventrice, tventrice@hallcounty.org 770-531-2592.

All questions about how to submit your proposal should be directed to Debra Howington, Buyer, Hall County Government Center, at P.O. Drawer 1435, Gainesville, GA, 30503, phone: (770) 535-8263, email: dhowington@hallcounty.org:

The County reserves the right to retain all proposals submitted and use any idea(s) in a proposal regardless of whether that proposal is selected or not. The Commissioners reserve the right to reject any or all proposals and to waive technicalities and informalities.

The County shall reserve the option to reject any or all proposals, in whole or part, or to select any proposer to complete the described Work. Award of Contract will not be solely based on low proposal, but also on quality, references and other subjective criteria as the County may deem necessary and as the County may determine at its sole discretion. The Undersigned Proposer expressly understands that his proposal may be rejected by the County for any reason without liability on part of the County to the Undersigned Proposer.

Hall County Board of Commissioners

Debra Howington, Buyer
Purchasing

**Hall County Board of Commissioners
Request for Proposal
#41-007**

**INMATE TELEPHONE SYSTEM AND
SERVICES**



August 11, 2020

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Bidders Response

I. Bidders Response (This section to be completed by the bidder)

RFP# 41-007

The undersigned agrees, if this bid is accepted within ninety (90) calendar days after date of opening, to furnish all supplies or services in strict accordance with provisions of this Request for Proposal at the price in the Bid Schedule.

Time discounts allowed for prompt payment as follows: Discounts of less than fifteen (15) days will not be used in determining the award of a bid but may be used when paying invoices.

_____ % Discount _____ Calendar Days

Prices to remain firm for ninety (90) calendar days or _____ calendar days after date of opening. Vendor must initial here if he changes the ninety (90) day requirement _____.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same supplies or services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

**Bidder Information
(Type or Print)**

**Name and Mailing Address or where
to send payments**

Name of Company

Name of Company

Address

Address

City, State Zip Code

City, State Zip Code

(_____) _____
Phone Number

(_____) _____
Phone Number

Email Address

(_____) _____
Fax Number

| | | - | | | | | | | | | |
Tax ID Number

Or

| | | | - | | | - | | | | | | | | | |
Social Security Number

Name and Title of Person authorized to sign

**Acknowledge receipt of all issued addenda
by listing their numbers and date of issuance
below**

Name: _____

Title: _____

Signature: _____

Bids not signed must be declared as "Non-Responsive" and not considered for award

- II. Introduction:** Hall County presently operates one (1) Jail and one (1) Correctional Institution. The contract for these services will be on an annual basis, with the possibility of two (2) additional one (1) year renewals.
- III. Scope of Work:** The purpose of this bid is to make available to the designated inmate population access to telephones during certain hours of the day. Inmate access to telephones is to be supervised and monitored by the County staff. The system furnished shall be of advanced technology with state-of-the-art equipment provided.
- IV. General Requirements:** It is the intent of this Request for Proposal to obtain proposals from qualified vendors to provide hosted, IP-based services for inmates. The inmate communication platform services must include:
- 1) Software
 - a) IP-based
 - b) Mobile-friendly (Android and Apple)
 - 2) Applications
 - a) Inmate telephone service
 - b) Continuous voice identification and verification (with PIN check)
 - c) Inmate to inmate communications internally & externally on vendor's call platform
 - d) Investigative analytics (Threads)
 - e) Investigative services with live agents (call monitoring)
 - f) Free local, IntraLATA, InterLATA and interstate calls in booking area
 - g) Pre-paid international calling
 - h) Inmate debit
 - 3) Video Visitation – **Jail Only**
 - a) Free onsite sessions
 - b) Remote sessions
 - c) ConnectUs: PDF App
 - d) ConnectUS: Law Library
 - e) ConnectUS: Job view / re-entry program
 - f) ConnectUS: Forms
 - g) ConnectUS: Digital mail with free inmate retrieval upon release
 - h) ConnectUS: eMessaging
 - i) ConnectUS: MP4 App
 - j) ConnectUS: Digital banner
 - k) ConnectUS: Video relay services (on all inmate kiosks / all housing units)
 - l) Officer barge-in feature / ability to communicate with both inmate & visitor
 - 4) Automated Information Services
 - a) Accessible to the Public & Inmates; Spanish & English
 - 5) Free Community Tablets for Inmates for both the Jail and the Correctional Institution. The number needed will be at least fifty (50) for both locations.
 - a) Phone application
 - b) eMessaging
 - c) Digital mail with free inmate retrieval upon release
 - d) eBooks

- e) Education App
 - f) Job view App
 - g) Document viewer
 - h) Video App (PREA & Such)
 - i) Podcasts
 - j) Law Library
 - k) Spiritual & self-help App
 - l) FM receiver
 - m) Forms application
- 6) Officer tablets for inventory and behavior modifications
 - 7) Tablet subscription program with optional premium content
 - 8) Vendor will offer alerts, inmate debit via commissary order and personal identification numbers with pre-recorded names at no cost to Customer
 - 9) Vendor will offer free local & long distance calls on booking phones at no cost to Customer – **Jail only.**
 - 10) Vendor will offer the following video visitation equipment to customer at no cost during the Term of the Agreement: forty-nine (49) inmate terminals for the Jail and sixteen (16) for the Correctional Institution, one (1) inmate mobile terminal for the Jail and one (1) for the Correctional Institute and ten (10) dual handset visitor terminals. Vendor will provide wiring and cabling for video visitation units at no cost to Customer. Vendor will provide full service and maintenance for video visitation to Customer for the term of the Agreement at no cost to Customer.
 - 11) Vendor will offer two (2) years of storage for call recordings and thirty (30) days of storage for video visitation sessions during the Term of the Agreement at no cost to Customer.
 - 12) Vendor will offer the following equipment to Customer at no additional cost: three (3) computer workstations, three (3) printers, five (5) laptop computers and twenty (20) iPad Air 2s (Latest version with 128G capacity for the Jail and five (5) for the Correctional Institution, Wi Fi & Cellular). The laptops and iPads will be delivered within ten (10) days of the signing of the Agreement or within ten (10) days of receiving the Notice to Proceed, whichever comes first.
 - 13) Vendor will fund wages for cutover activities and office escorts at deputy hourly wages up to five thousand \$'s (\$5,000.00) (based on actual hours escorts utilized) during cutover activities.
 - 14) Vendor will address all customer service issues as quickly as possible and will use best efforts to resolve such issues within thirty-six (36) hours.
 - 15) If Vendor charges an inmate' friends and family members an improper amount and customer service fails to rectify the issue within the thirty-six (36) hours of receipt of written notice, Vendor will pay a two hundred and fifty \$ (\$250.00) fine to Customer for each infraction.

Hardware, as described herein:

- 16) Stainless steel inmate phones = one hundred thirty (130) / including one (1) mobile cart
- 17) Public video visitation kiosks = ten (10)
- 18) Inmate video visitation kiosks = fifty (50) including one (1) mobile cart

- a) Vendor will provide wiring and cabling for video visitation units at no cost to Customer. Vendor will provide full service and maintenance for video visitation to Customer for the Term of the Agreement at no cost to Customer.

19) Office Tablets: fourteen (14)

20) Inmate Tablets: Up to 1/1 inventory

- a) On demand / auto-replenishing inventory control

21) WAP's to support inmate tables = fifty-three (53)

22) Tablet charging carts = ten (10)

23) IPRO enrollment phones = nine (9)

24) Visitation phones = six (6) sets

25) Laptop computers = five (5)

26) Computer workstations = three (3)

27) Printers = three (3)

28) Cell Sense Devices = two (2)

29) TTY Devices = one (1)

30) Pay phones = one (1)

- a) Recommend replacing the pay phone with one (1) inmate phone in the lobby for free three (3) minute calls (Local / IntraLATA / InterLATA / Interstate). This phone can be set to record or non-record and will not require a PIN.

V. Service Response Requirements

	Service Priority Description	Response Time	Customer Communication Guideline	Escalations
P1	<p>Defined as 30 percent or more of the functionality of the system being adversely affected by the system event. Examples of P1 service assignments includes items such as no voice prompts, features not operating appropriately, inability to burn CD's, issues with listening to live calls, inability to access SCP user interface, all phones down.</p>	4 hours	<ul style="list-style-type: none"> • Vendor notifies the facility when the service issue is resolved. • If a technician is required, Vendor dispatch or field service technician contacts the customer with an estimated time of arrival. 	<ul style="list-style-type: none"> • If response is delayed, escalation procedures within Vendor' Management Team are activated to ensure appropriate resources are allocated to resolve the service request. • Technical Support Manager and Field Service Manager • Technical Support Director and Field Service Director • VP Service and Operations
P2	<p>Defined as 5 percent to 29 percent of the functionality of the system being adversely affected by the system event. Examples of a P2 service assignments include items such as workstation, specific system ports, LEC circuits, unblocks, block numbers, missing CDRs, call searching.</p>	24 hours	<ul style="list-style-type: none"> • Vendor notifies the facility when the service issue is resolved. • If a technician is required, Vendor dispatch or field service technician contacts the customer with an estimated time of arrival. 	<ul style="list-style-type: none"> • If response is delayed, escalation procedures within Vendor' Management Team are activated to ensure appropriate resources are allocated to resolve the service request. • Technical Support Manager and Field Service Manager • Technical Support Director and Field Service Director • VP Service and Operations
P3	<p>Defined as less the 5 percent of the functionality of the system being adversely affected by the system event. Single and multiple phone-related issues. Examples of P3 service assignments include items such as static on the phone, a party not being able to hear, unable to dial, a broken phone, dial pad not working, cutoff switches not working, and inability to generate reports.</p>	72 hours	<ul style="list-style-type: none"> • Vendor notifies the facility when the service issue is resolved. • If a technician is required, Vendor dispatch or field service technician contacts the customer with an estimated time of arrival. 	<ul style="list-style-type: none"> • If response is delayed, escalation procedures within Vendor' Management Team are activated to ensure appropriate resources are allocated to resolve the service request. • Technical Support Manager and Field Service Manager • Technical Support Director and Field Service Director • VP Service and Operations

VI. Content and Format of Proposals: Proposals shall be bound and contain a maximum of forty (40) pages (cover page, section dividers, and “Notice of Qualification” page(s) are not included in total). The following shall be addressed as a minimum, with sections tabbed with numbers as follows:

1. Introductory Letter:

- a. Firm Name;
- b. Address;
- c. Contact Name;
- d. Former Firm Names, Joint Venture Information, Out-Of-State Offices, if applicable;
- e. A clear and concise response as to why Hall County should select your firm for this project;

Note: Failure to meet this requirement will be considered “non - responsive” and the entire submittal will be rejected.

2. Firm Experience and Workload:

- a. A detailed description of similar projects successfully completed by the firm in the past three (3) to five (5) years and a detailed description of results of that work;
- b. Cite specific contracts of a similar nature. A minimum of three (3) similar contracts is required. Include the name and telephone number of a contact person for each client who can verify the information provided;
- c. Listing of all projects completed for Hall County within the last five (5) years;
- d. Listing of current projects, percent complete, and total possible workload;
- e. Gross income of the firm;

Note: Failure to meet this requirement will be considered as “non - responsive” and the entire submittal will be rejected.

3. Firm Personnel Experience:

- a. A listing of team personnel who will actually be assigned to perform substantial amount of the work;
- b. Provide a resume and experience record for each person, including years of experience, education, and anticipated amount of time each will actually work on this project and location of each person;
- c. The ability of the personnel to support and maintain the system proposed based on on-site response time, remote maintenance problem resolution and parts availability.

Note: Failure to meet this requirement will be considered as “non - responsive” and the entire submittal will be rejected.

4. Sub-Consultant Personnel Experience (If used):

- a. Names and addresses of any outside consultants or associates proposed to be involved in this contract;
- b. Include each sub-consultant’s office location, experience, and qualifications as described above for firm’s personnel;

Note: Failure to meet this requirement will be considered as “non - responsive” and the entire submittal will be rejected.

Complete Proposal form below, to which includes the following:

- Operator service charges
- Mileage, rate period
- First (1) minute rate
- Additional minute's rate
- Percent (%) of gross revenue.
- FUSF: Considered as revenue and are taxable with all applicable taxes
- Domestic Bill Rounding and Billing Increments: 60/60
- International Bill Rounding and Billing Increments: 60/60
- Rating: Two (2) Decimal Points
- Call Duration: 15 Minutes

Collect without Taxes

	Operator Service Charge	Mileage	Rate Period	First Min. Rate	Add 1 Min. Rate	% of Gross Revenue Offered
Local	\$					
IntraLATA	\$					
IntraLATA	\$					
InterLATA	\$					
InterLATA	\$					
Interstate						

Above Rates DO NOT INCLUDE TAXES

Prepaid with Taxes

(Domestic)	Operator Service Charge	Mileage	Rate Period	First Min. Rate	Add 1 Min. Rate	% of Gross Revenue Offered
Local	\$					
IntraLATA	\$					
IntraLATA	\$					
InterLATA	\$					
InterLATA	\$					
Interstate						

Above Rates INCLUDE Fed. USF Tax of 11.4% applied to Interstate Calls Only. No other applicable taxes apply in Georgia

Prepaid without Taxes

(Domestic)	Operator Service Charge	Mileage	Rate Period	First Min. Rate	Add 1 Min. Rate	% of Gross Revenue Offered
Local	\$					
IntraLATA	\$					
IntraLATA	\$					
InterLATA	\$					
InterLATA	\$					
Interstate						

Above Rates DO NOT INCLUDE TAXES

Debit with Taxes

	Operator Service Charge	Mileage	Rate Period	First Min. Rate	Add 1 Min. Rate	% of Gross Revenue Offered
Local (1 minute or less)	\$					
Local (> 1 minute)	\$					
IntraLATA (1 minute or less)	\$					
IntraLATA (>1 minute)	\$					
InterLATA (1 minute or less)	\$					
InterLATA (>1 minute)						
Interstate						

Above Rates INCLUDE Fed. USF Tax of 11.4% applied to Interstate Calls Only. No other applicable taxes apply in Georgia.

Debit without Taxes

	Operator Service Charge	Mileage	Rate Period	First Min. Rate	Add 1 Min. Rate	% of Gross Revenue Offered
Local (1 minute or less)	\$					
Local (> 1 minute)	\$					
IntraLATA (1 minute or less)	\$					
IntraLATA (>1 minute)	\$					
InterLATA (1 minute or less)	\$					
InterLATA (>1 minute)						
Interstate						

Above Rates DO NOT INCLUDE TAXES

VII. Selection Process: The selection process will include a Selection Committee. The committee will evaluate the proposals and qualifications presented by the interested consultants (**Step One**). The County will then evaluate the price proposals (**Step Two**). If necessary, the committee will schedule interviews of the “short-listed” consultant (**Step Three**). Any selection made as a result of this notice will be made without regard to race, color, religion, gender or national origin.

VIII. Receipt and Submission of Proposals: Firms should submit six (6) copies of their proposal; one (1) of which must be marked “Original” and five (5) marked as “Copy” and one (1) copy in digital format, either in Microsoft Word or PDF format. The Cost Proposal (hourly rate fee proposal) must be submitted in a separate sealed envelope at the time proposals are submitted. Proposals are due no later than 3:00 p.m. ET on Tuesday, September 8, 2020. Please submit proposals to the following address:

Courier Service (FedEx, UPS) or Hand Delivery:

Hall County Government
 Attn: Debra Howington, Purchasing Buyer
 Financial Services Department
 Purchasing Division
 2875 Browns Bridge Road, 4th Floor
 Gainesville, GA 30504

Mailing Address:

Hall County Government
 Attn: Debra Howington, Purchasing Buyer
 Financial Services Department
 Purchasing Division
 P.O. Drawer 1435
 Gainesville, GA 30503

Hall County accepts no responsibility for any expense incurred by proposers responding to this RFP; such expenses are the responsibility of the proposer.

Proposals submitted after the deadline, Tuesday, September 8, 2020, will not be accepted under any circumstances. They will be returned to the sender unopened. Faxed or emailed qualifications are not acceptable. Proposals shall be bound and contain a maximum of 40 pages (cover page, schedule, and section dividers are not included in total).

All questions regarding this RFP shall be submitted in writing to:

Hall County Government
Attn: Debra Howington, Purchasing Buyer
Hall County Financial Service
Purchasing Division
P.O. Drawer 1435
Gainesville, GA 30503
Email: dhowington@hallcounty.org

IX. Sample Contract

(Note: This sample form will be filled out at time of Award. Do not submit at this time)

**STATE OF GEORGIA
COUNTY OF HALL**

CONTRACT RFP #41-007

Inmate Telephone System & Services

This agreement, made and entered into this the _____ day of _____, 2020, by and between the Board of Commissioners of Hall County, Georgia (Hereinafter referred to as "County") and _____ hereafter referred to as "Contractor").

Witnesseth:

Whereas, the County intends to contract to provide for Inmate Telephone System & Services per RFP #41-007, herein referred to as the "Project", and has entered into an agreement for the necessary services provided by the project and whereas, the Contractor desires to perform the project and for the contract costs as detailed.

Hall County's RFP #41-007 issued on August 11, 2020, all addenda, the Bidder's response (All originals are on file in the Hall County Purchasing Department, 2875 Browns Bridge Rd 4th Floor, Gainesville, Georgia 30504), and this contract are all incorporated into and made a part of this agreement by reference.

Attachment A: All terms and conditions
Attachment C: Contractors cost data

Attachment B: Contractor's response
Attachment D: Any other documents

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. It is hereby declared to be the intent of the parties to this agreement to provide for separate and divisible parts, and to hereby adopt any and all parts hereof as may not be held invalid for any reason.

In witness whereof, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our presence this _____ day of _____, 2020

Notary Comm. Exp.

Hall County, Georgia

By: _____
Richard Higgins, Chairman
Board of Commissioners

Subscribed and sworn to in our presence this _____ day of _____, 2020

Notary Comm. Exp

Contractor

By: (SAMPLE – DO NOT SIGN)
Name
Title

X. Terms and Conditions – Request for Qualifications

1. Changes: No change will be made to this Request for Proposal except by written modification by the County Purchasing Office. Requests for interpretation or changes must be in writing and received at least (10) ten calendar prior to the time set for opening of the proposals.
2. Signing of Proposal: Failure to sign your proposal in “original form” will force your bid to be declared as “non-responsive” and not considered for award.
3. Bid Acceptance Time: Bids requiring acceptance by the County in less than sixty (60) calendar days could be rejected, unless so stated and accepted by the County.
4. Bid Identification: All bids submitted as a result of this Request for Proposal must be returned in a sealed envelope with the following information in the lower left-hand corner of the envelope: **RFP Number / opening date.**
5. Withdrawal of Bids: Bids may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of ninety (90) days after time has been called on the date of opening.
6. Bonds:
 - 6.1. Bid Bond: Bid Bonds will not be required for this project.

- 6.2. Payment and Performance Bonds: Hall County may require the successful bidder to furnish a Payment and a Performance Bond, each in an amount not less than (100%) one hundred percent of the total bid amount awarded prior to being issued a "notice to proceed" for specific projects under a contract issued as a result of this Request for Qualifications. Bonds must be submitted within (15) fifteen calendar days after being furnished a "notice of award". Upon receipt of Payment and Performance Bonds, successful bidder's bid bond will be returned. All bonds must be written on a surety company licensed to do business in Georgia. The County reserves the right to request these bonds, however, based upon the size and cost of the project.
7. Site Inspections: The County will assume no responsibility for representations or understandings concerning conditions made by its officers or employees unless included in this Request for Proposal.
8. Award of Contract: Award will be made to that responsible bidder whose bid, conforming to the Request for Proposal, will be most advantageous to the County; price and other factors considered. The County reserves the right to reject any and/or all bids submitted and to waive any technicalities or minor irregularities in bids received. A written award, mailed (or otherwise furnished) shall be deemed to result in a binding contract without further action by either party. Contract (s), if awarded, will be on a lump sum basis or individual item basis, whichever is found to be in the best interest of Hall County.
9. Non-Discrimination:
 - 9.1. Non-Discrimination: The vendor assures to provide services in a manner that does not discriminate on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained service animal.
 - 9.2. Americans with Disabilities Act (ADA): The vendor agrees to comply with Hall County's ADA notice and procedures. They are available upon request and are accessible on Hall County's website. Anyone who requires accommodation to access Hall County's services or programs because they have a qualified disability may contact Hall County's ADA Coordinator at 770-531-6952, 48 hours prior to the scheduled event or as soon as possible.
10. Exceptions to Specifications: Any award resulting from this Request for Proposal shall bind the proposer to all terms, conditions, and specifications set forth in this Request for Proposal. Proposers whose proposals do not conform should so note on separate page if necessary and/or on the bid schedule. While the County reserves the right to make an award to a nonconforming proposer, when in the best interest of the County, such awards will not be readily made, and proposers are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by proposer unless it is properly set out as provided above. No exception will be deemed to have been taken by the County unless incorporated in an award resulting from this Request for Proposal and so stated.
11. Proposal Results: Interested parties may request, in writing, a bid tabulation after award of RFP has been approved by Board of Commissioners.

12. Payment: Payments will be made upon all items completed each month or completion of all work and acceptance by the County on invoices submitted and approved by the proper County representative within (30) thirty days receipt of invoice unless Paragraph 14 applies. Invoices are to be submitted to accountspayable@hallcounty.org or mail them to:

**Hall County Board of Commissioners
Attn. Accounts Payable
P. O. Drawer 1435
Gainesville, GA. 30503**

- 12.1. Itemize all invoices in full. Mail the original and one copy of your invoice to the address above. Each invoice is to include the following minimum information:

- | | |
|-------------------------------|---|
| 1. Date invoice is submitted; | 5. County Division; |
| 2. Purchase order number; | 6. Item (s) or service |
| 3. Payment terms; | 7. Quantity of each item or service |
| 4. Date of transaction; | 8. Bid price of each item or service with any discount; |

Invoices received with any of the required information listed above missing will not be considered as a "Correct Invoice". All invoices submitted will be closely monitored for accuracy. Any invoice found to be incorrect will be returned to vendor for correction.

- 12.2. Vendor must furnish delivery receipt with invoice identifying that this order has been delivered in accordance with specifications, quantities, and price as set forth on the purchase order. A Hall County employee's signature must appear on the delivery receipt or invoice.
- 12.3. Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. A certificate will be furnished if requested. Hall County is exempt from taxes, however the successful bidder shall pay all taxes required of him by law and Hall County cannot exempt others from tax.
- 12.4. Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia prompt pay act (House Bill 837; 13 O.C.G.A. Chapter 11 Et. Seq.).

13. Retainage: N/A - Retainage will be held in compliance with Georgia law. Hall County normally holds 5% retainage throughout the entire project and will release retainage at the point of final completion and final acceptance by the County.
14. Discounts: Prompt payment discounts offered for a period of less than fifteen (15) days will not be considered in determining the low proposer on this Request for Qualifications. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payments, will be computed from the date of acceptance of work for which payment is claimed, or the date the correct invoice is received by the county, whichever is later.

15. Inquiries Regarding Payment: All inquiries regarding payment of **invoices are to be directed to Accounts Payable at accountspayable@hallcounty.org**, (770) 531-4939, or mailed to the following address:

**Hall County Board of Commissioners
Financial Services Department
Attn: Accounts Payable
P.O. Drawer 1435
Gainesville, Georgia 30503.**

16. Execution of Contract: Subsequent to the award, the successful proposer will be presented with a contract. Contract is to be executed within ten (10) calendar days of “**Notice of Award**”. The date of presentation shall be deemed to be the postmark date. The successful proposer’s proposal and this Request for Proposal shall be incorporated into the contract, except to the extent that this Request for Proposal conflicts with the contract, in which case the provisions of the contract shall take precedent.
17. Certificate of Insurance: The professional agrees to procure all of the insurance specified below:
- 17.1. Workers’ Compensation Insurance for all employees who are engaged in the work under the contract.
- 17.2. Public Liability and Motor Vehicle Liability Insurance: The professional shall take out and maintain during the life of this contract, such public liability and motor vehicle liability insurance as shall protect him while performing work covered by this contract from claims for damages which may arise from operations by himself or by any other person directly or indirectly employed by him and the amounts of such insurance shall be as follows:
- 17.2.1. Public Liability Insurance in an amount not less than \$1,000,000.00 on account of one occurrence.
- 17.2.2. Motor Vehicle Liability Insurance on all motor vehicles owned, leased or otherwise used by the professional in an amount not less than \$500,000.00 (combined single limit) for bodily injury including death and property damage combined.
- 17.3 Professional Liability Insurance: The professional shall procure and maintain during coverage in the amount not less than \$1,000,000.00.
- 17.4. The insurance company must be licensed to do business in the state of Georgia.
- 17.5. The professional shall furnish to Hall County, a certificate of insurance covering the work as required above as evidence that the insurance required will be maintained in force for the entire duration of the work performed under this agreement.
- 17.6. The cancellation of any policy of insurance required by this agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in OCGA 33-24-44.

- 17.7. Each policy of insurance required under this agreement shall x1 provide for notice requirements under the laws of the State of Georgia as set forth in OCGA 33-24-44 and by endorsement shall provide that the County will receive a copy of said notice of cancellation.
- 17.8. A certificate of insurance with a cancellation provision which provides for less notice than that required by OCGA 33-24-44, or which provides that failure to give the written notice will not impose any responsibility upon the insurer, will be considered as an endorsement of the referred to in the certificate and shall constitute a basis for insurance rejection of the insurance by the county.
- 17.9. In addition to its agreement to obtain and maintain the insurance as set forth herein above, the professional agrees to indemnify and hold harmless the County, its officers, agents and employees from any and all claims against the county, its officers, agents, and employees, which arise out of any act or omission of the professional or any consultant employed by the professional or any of their officers, agents or employees, and any and all claims which result from any condition created or maintained by the professional or any consultant employed by the professional or any of their officers, employees or agents, which condition which a result of work performed under the contract.
18. Cancellation of Insurance: If the insurance is canceled, the contractor shall deliver to the Owner new policies of insurance. Should the Contractor neglect to obtain and maintain in force such insurance and deliver such policy or policies, then it shall be lawful for the Owner to obtain and maintain such insurance.
19. Inclusion: All items and/or services standard, expected, necessary, and/or routine to such a project as this and not actually stated in this Request for Qualifications will be the responsibility of the successful proposer to provide at no other cost to the county unless so stated on the successful proposer's proposal as additional cost items and accepted by the county at the time of the award and/or contract.
20. Regulatory Agencies: Successful proposer will be responsible for all required permits or license required by regulatory agency of the city, county, state, or federal governments. Further, successful proposer will be responsible for meeting all requirements of any regulation (s) or guideline (s) of any of the said governments or any independent agency recognized by said governments as publisher of any such regulation (s) or guideline (s).
21. Independent Contractors: The proposer represents to Hall County that he is fully experienced and properly qualified to perform the functions provided herein and that he/she is properly equipped, organized, and financed to perform such functions. The proposer shall finance his/her own operations hereunder, shall operate as an independent contractor and not as an agent of hall county and nothing contained in this Request for Qualifications or a contract resulting from same shall be construed to constitute the proposer or any of his/her employees, servants, agents, or subcontractors as a partner, employee, servant, or agent of the county nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.
22. Assignment of Contractual Rights: It is agreed that the successful proposer will not assign, transfer, convey, or otherwise dispose of a contract that results from this Request for Qualifications or his/her right, title, or interest in or to the same, or any part thereof, without written consent of the County.

23. Starting Time: Work will commence within ten (10) calendar days after being issued a “**Notice to Proceed**” on the project and commence in a routine, orderly manner until completion and acceptance by the county.
24. Change Orders: Any and all change order requests by the successful bidder must be approved through the Hall County Purchasing Policy. Any work performed outside the contract agreement for which compensation over and above the agreement occurs; there must be an accompanying approved change order. If work is done before change order approval, the change may be rejected or denied for compensation.
25. Indemnity: Successful proposer agrees, if entering into a contract as a result of this Request for Qualifications, to defend, indemnify, and hold harmless Hall County from any and all courses of action or claims of damages arising out of or related to proposer’s performance or actions or those of his/her employees or agents, under said contract.
26. Termination: Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this Request for Qualifications, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Board of Commissioners of Hall County, Georgia on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by the board in a public meeting and such action entered in the official minutes of the hall county commission.
27. Appropriation of Funds: Initial contract and any continuation contract (s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the County’s obligations under said contract (s).
28. Cancellation for Cause: Should either party fail to comply with the terms and conditions of this contract, the aggrieved party must give, in writing, to the other party any complaint for non-compliance to the terms and conditions of this contract. The other party shall have fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both parties within the fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of thirty (30) calendar days following the date of the initial letter of complaint.
29. Changes to Contract: No change will be made to this contract except by written modification by the Contracts Administrator.
30. SAVE Program Affidavits. To be eligible to receive an award of a contract involving the physical performance of services, Contractor must provide an updated Systematic Alien Verification for Entitlements (SAVE) Program Affidavit showing their compliance with the requirements of O.C.G.A. § 13-10-91 to County at the time of bid submission. Contractor is further required to collect and submit to County an updated SAVE Program Affidavit from any Sub-Contractor(s) performing physical services of a value exceeding \$3,500.00 prior to the initiation of physical services by Sub-Contractor(s).



DEPARTMENT OF FINANCIAL SERVICES
PURCHASING DIVISION
HALL COUNTY, GEORGIA

TIMOTHY C. SIMS
FINANCIAL ASSETS MANAGER

POST OFFICE DRAWER 1435
GAINESVILLE, GEORGIA 30503
Phone: 770/535-8270
Fax: 770/531-7112

S.A.V.E Program Affidavit

*Systematic Alien Verification for Entitlements (SAVE) Program
Office of U.S. Citizenship and Immigration Service (USCIS).*

Background

Pursuant to the “Georgia Security and Immigration Compliance Act,” Hall County cannot contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all new employees. Neither may any contractor or subcontractor enter a contract with the County in connection with the physical performance of services unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91. **Each contractor is urged to fill out the affidavit below stating they comply with this Georgia Compliance Act before Hall County can legally accept the bids from each contractor/vendor.**

To register for the E-Verify Program visit www.uscis.gov . Your bid will not be accepted without this E-Verify Number.

Procedure

Affirmative language will be set forth in contracts for the performance of services regarding the above requirement. The County will require an affidavit from a contractor showing its compliance with the requirements of O.C.G.A. § 13-10-91 at the time a contract for the performance of physical services is executed. The contract shall include language referencing this obligation and providing that failure to supply an affidavit evidencing such compliance (or to continue to meet the statutory obligation during the life of the contract) shall constitute a material breach of the contract. Upon notice of such breach, the contractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County should be entitled to all available remedies, including termination of the contract and damages.

See affidavit on following page



DEPARTMENT OF FINANCIAL SERVICES
PURCHASING DIVISION
HALL COUNTY, GEORGIA

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FINANCIAL ASSETS MANAGER

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Phone: 770/535-8270
Fax: 770/531-7112

S.A.V.E Program Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

*Systematic Alien Verification for Entitlements (SAVE) Program
Office of U.S. Citizenship and Immigration Service (USCIS).*

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Hall County, Georgia, has registered and is participating in a federal work authorization program* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform And Control Act of 1986 (IRCA), in accordance with the deadlines established in the referenced statute.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification (E-Verify) number and date of authorization are as follows:

**The applicable federal work authorization program as of the effective date of the statute is the E-Verify Program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS). To register for the E-Verify Program visit www.uscis.gov. your bid will not be accepted without this E-Verify Number.*

Name of Contractor

Contractor's/Vendor's E-Verify #

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name/Title of Authorized Officer

Name of Project

Subscribed and sworn before me on this the _____ day of _____, 20_____

Notary Public
My Commission Expires:_____



DEPARTMENT OF FINANCIAL SERVICES
PURCHASING DIVISION
HALL COUNTY, GEORGIA

TIMOTHY C. SIMS
FINANCIAL ASSETS MANAGER

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Fax: 770/531-7112

S.A.V.E Program Sub-Contractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

*Systematic Alien Verification for Entitlements (SAVE) Program
Office of U.S. Citizenship and Immigration Service (USCIS).*

By executing this affidavit, the undersigned sub-contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ on behalf of Hall County, Georgia, has registered and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform And Control Act of 1986 (IRCA), in accordance with the deadlines established in the referenced statute.

Furthermore, the undersigned sub-contractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-contractor will contract for the physical performance of services in satisfaction of such contract only with sub-contractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-contractor shall submit, at the time of such contract, this affidavit to Contractor. Additionally, the undersigned sub-contractor will forward notice of the receipt of any affidavit from a sub-subcontractor to sub-contractor. Sub-contractor hereby attests that its federal work authorization user identification (E-Verify) number and date of authorization are as follows:

Name of Sub-Contractor

Sub-Contractor's/Vendor's E-Verify #

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name/Title of Authorized Officer

Name of Project

Subscribed and sworn before me on this the
_____ day of _____, 20_____

Notary Public
My Commission Expires: _____