



Hall County Government  
FINANCIAL SERVICES  
PURCHASING DIVISION  
Exhibit B – Contract for Services

STATE OF GEORGIA  
COUNTY OF HALL

CONTRACT #: 46-010

For the provision of

Inmate Telephone System & Services –  
Correctional Institution

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t. 770.535.8270 | f. 770.531.6711

FINANCIAL SERVICES DIRECTOR  
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR  
Elizabeth White

PURCHASING MANAGER  
Andy Penick

**ARTICLE #101 – INTRODUCTION**

This Contract for Inmate Telephone System & Services - C.I.(hereinafter "Services") is made and as entered into as of July 1, 2025 (execution date) and July 1, 2025 (effective date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and \_\_\_\_\_ which is principally located at \_\_\_\_\_, (hereinafter "Contractor").

**WHEREAS**, Contractor is an entity that is legally registered and qualified and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties", and,

**WHEREAS**, nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect, and,

**WHEREAS**, Contractor represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the County and the County has relied on such representation, and,

**WHEREAS**, the Parties mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS**, this contract will become legally binding upon signature and execution by both Parties; and,

**WHEREAS**, any documents, exhibits, attachments, plans, or references are all incorporated herein by reference, and,

[www.hallcounty.org](http://www.hallcounty.org)

NOW THEREFORE, and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, incorporated, and made a part hereof, and other good and valuable consideration expressed by a valid offer and acceptance, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

**ARTICLE #102 – CONTRACT**

- A. Contractor agrees to provide the Services to the County as detailed in the Scope of Work. Unapproved work outside the Scope of Work may not be compensated.
- B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet, which shall be fixed and firm for the duration of the contract unless modified by mutual consent via Amendment or Renewal.

**ARTICLE #103 – NOTICES**

To the extent that either Party to this Contract is required to provide notice(s) to the other Party in compliance herewith, then the Party shall direct notice(s) to the following persons:

**COUNTY PROJECT MANAGER**

Dennis Udzinski  
Warden  
Hall County Correctional Institution  
1694 Barber Road  
Gainesville, GA 30507  
dudzinski@hallcounty.org  
Ph: 770-531-6872

**COUNTY ISSUING OFFICER**

Mike Hawkins  
Issuing Officer  
Hall County Purchasing Division  
2875 Browns Bridge Rd  
Gainesville, GA 30504  
mhawkins@hallcounty.org  
Ph: (678) 696-2497

**CONTRACTOR'S CONTACT INFORMATION**

Contact Names: \_\_\_\_\_

\_\_\_\_\_

Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

REMIT TO ADDRESS (if different): \_\_\_\_\_

\_\_\_\_\_

**ARTICLE #104 – NON-EXCLUSIVE RIGHTS**

\_\_\_\_\_  
\_\_\_\_\_  
The Contract shall be exclusive throughout its term with respect to the Services being provided; however, County reserves the right to select other Contractors to provide the Services similar to those described in this Contract if the Contractor fails to perform after notice thereof in accordance with Article #107.

#### **ARTICLE #105 – CONTRACT TERM**

For multi-year contracts, the term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

#### **ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION**

This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract constitutes the sole and entire Contract and understanding between the Parties as to the subject matter hereof, and no verbal promises have been made by either Party in relation hereto.

#### **ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE**

In the event that either Party to this Contract breaches this Contract, including failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party shall have thirty (30) days from the date of receipt of the written Notice-to-Cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the Parties hereto have not resolved the issue described in the Notice-to-Cure by thirty (30) days after receipt of the letter, the Party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or relief as to any bonds issued hereon. Additional provisions are:

- A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including, but not limited to, fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

**Definition:** The term "force majeure" as defined in Black's Law Dictionary is "an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the Parties could not have anticipated or controlled."

- B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to ARTICLE #108 – TERMINATION PROVISIONS.
- C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).
- D. If at any point during the life of this Agreement the Federal Communications Commission ("FCC") takes any action, or there is action taken by another legislative body, that materially alters what is required of Hall County Sheriff's Office's to comply with the Martha Wright-Reed Act, Hall County Sheriff's Office shall be entitled to immediately renegotiate the terms and pricing of the Agreement with the Vendor. If what is required to be in compliance with the Martha Wright-Reed Act does materially change during the life of this Agreement and Hall County's Sheriff's Office wishes to enforce their right to renegotiate any terms or pricing of the Agreement Hall County Sheriff's Office shall provide Vendor with written notice of the material change and notify Vendor of what terms and/or pricing they wish to renegotiate. If thereafter the parties cannot agree to new terms and/or pricing Hall County Sheriff's Office shall be entitled to terminate the Agreement, without penalty, by providing the Vendor written notice at least five (5) days in advance of the date upon they wish the Agreement to terminate. A termination of the Agreement by Hall County Sheriff's Office under this provision shall not in any way be considered a breach or cause Hall County Sheriff's Office to be liable for damages of any kind.

#### **ARTICLE #108 – TERMINATION PROVISIONS**

The County may terminate this Contract by providing sixty (60) days written notice to the Contractor at any time. Should the County terminate this Contract prior to the date of automatic termination, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of this Contract up to the date of termination.

- A. **Termination for Convenience.** Following sixty (60) days' written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.

2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
  3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
  4. The Contractor becomes subject to any Bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including Bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
  5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
  6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
1. Immediately terminate the Contract for default without additional written notice; and/or,
  2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
  3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- D. **Termination Due to Non-Availability of Funds.** This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.
- E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds (if required) when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.

**F. Payment Limitation in Event of Termination.** In the event of termination of the Contract for \_\_\_\_\_

cause by County, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract. Contractor's financial offer to County is based on the expectation of a term of at least three years, inclusive of optional renewal terms (collectively, the "Cost Recovery Period"). In the event County terminates the Contract for convenience (without cause) pursuant to Article #108.A, or otherwise elects not to renew the Term pursuant to Article #105, prior to completion of the Cost Recovery Period, then County shall reimburse Contractor for its cost to deliver and implement inmate communication services at the rate of \$1,327.00 per month for each month that would have otherwise remained in such Cost Recovery Period."

**G. Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

**ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY**

The Parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

**ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR**

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior expressed written consent of the County.

**ARTICLE #111 – USE OF THIRD PARTIES**

This Contract is for the benefit of the Parties hereto only and is not intended to benefit

any third party or give rise to any duty or causes of action for any third party. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to third parties, if allowed in writing by the County. Any Contract with a third-party must also preserve the rights of the County.

#### **ARTICLE #112 – ENTIRE CONTRACT**

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

#### **ARTICLE #113 – SEVERABILITY**

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

#### **ARTICLE #114 – RECORDS**

- A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.
- B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

#### **ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS**

The County shall not be bound by any terms and conditions included in any Contractor's sales-orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

#### **ARTICLE #116 – WAIVER**

The failure of any Party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

#### **ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS**

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or



surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and/or (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.

- B. The County has the right to require the Contractor to reassign or remove any employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of sub-contractor(s) to provide the Services described in Scope of Work prior to sub-contractor(s) performance of work. Such non-disclosure of sub-contractors may result in non-payment for Services.

#### **ARTICLE #118 – INSURANCE REQUIREMENTS**

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

**Commented [LB1]:** The insurance policy will always have Terms & Conditions that apply independent of what indemnification obligations might be shown elsewhere in the contract.

**Workers Compensation Insurance:** Required for all contracts.

- \$500,000 Bodily Injury by Accident – Each Accident
- \$500,000 Bodily Injury by Disease – Each Disease
- \$500,000 Bodily Injury by Disease – Each Employee

**Additional Provisions:** Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC. This provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

**General Liability Insurance:** Required for all service contracts.

- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal & Advertising Injury



- \$500,000 Damages to Premises/Fire/Legal
- \$5,000 Medical Payments

**Commercial Auto Liability Insurance:** Required for all service contracts, except for goods and/or services that are remote in nature and/or are delivered by a professional delivery service.

- \$1,000,000 Combined Single Limit Or \$500,000 per Person/\$1,000,000 per Occurrence
- \$100,000 Property Damage
- \$1,000 for Medical Payments (no fault coverage)

**Additional Provisions:**

- Coverage shall be included for any owned, leased, hired, or non-owned autos.
- For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy.

**Umbrella Liability Insurance:** Required for all contracts.  
\$1,000,000 per Occurrence

**Additional Provisions: Required for all contracts.**

- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).
- Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities.
- Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation.

**Crime Insurance:** Required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers.

- \$1,000,000 Employee Dishonesty
- \$1,000,000 Funds Transfer Fraud
- \$100,000 Money & Securities
- \$1,000,000 Computer Crime
- \$100,000 Social Engineering or its equivalent

**Cyber Insurance:** Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

- \$1,000,000 Each Claim/Wrongful Act
- \$2,000,000 Annual Aggregate
- \$1,000,000 Business Interruption
- \$1,000,000 Data Recovery
- \$500,000 Cyber Extortion Expenses

**Commented [LB2]:** ICsolutions does not maintain uninsured motorist coverage.

- \$50,000 Cyber Extortion/Ransom Payments
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

**Additional Provisions:** Coverage shall include at a minimum:

- Information Security & Privacy Liability
- Regulatory Fines and Penalties
- Payment Card Industry (PCI) – if credit cards and/or Contracting information is obtained or accessed
- Ransomware

**Professional Liability Insurance (Errors & Omissions):** Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- \$1,000,000 Each Claim/Wrongful Act
- \$2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

#### **ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

- A. Upon Contract Execution, the County will issue a Notice to Proceed ("NTP") and a Purchase Order ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) by electronic mail (e-mail) to the Contractor's representative in ARTICLE #103 – NOTICES.

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County. Any work including, but not limited to, travel, preliminary meetings, planning, etc. performed outside of the terms and conditions of and before the issuance of a NTP will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Services shall remain in effect from the NTP date to substantial completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment pursuant to ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION, a time extension letter, or as otherwise authorized by the County.

#### **B. Invoice/Payment**

1. Contractor shall invoice the County via email each month sent solely to [accountspayable@halicounty.org](mailto:accountspayable@halicounty.org) and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials do not

constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in Exhibit C – Mandatory Cost Proposal Worksheet.

2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.
5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the Conditions of the Contract.
6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
7. Prior to Substantial Completion, progress payments in an amount equal to 95% of the value of the work completed and 95% percent of the value of materials and equipment not incorporated in the Work but delivered and suitably stored, in each case, the aggregate of payments previously made.
8. Retainage payments shall be paid by County after final acceptance of work.

**C. Unsatisfactory Performance/Delay of Payment**

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory the County's Project Manager identified in ARTICLE #103 – NOTICES shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), the County reserves the right to delay or deny payment pursuant to this ARTICLE or terminate the Contract pursuant to ARTICLE # 108 – TERMINATION PROVISIONS.
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

- D. **Set-Off Against Sums Owed by the Contractor.** If the Contractor owes the County any sum under the terms of this Contract, pursuant to any judgment or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS** (If required)

The Contractor must furnish to the County both a performance and payment bond, both equal to one-hundred percent (100%) of the Contract's total award dollar amount. The County will only issue a Notice to Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each renewal option term(s) or extension(s) that follow.

The Contractor must provide all required bonding instruments to the County prior to the commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null and void and thus not eligible for compensation.

**ARTICLE #124 – RETAINAGE** (If required)

The County will retain and withhold funds from compensation in compliance with Georgia law. The County may hold up to five-percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

**ARTICLE #125 – VENUE AND GOVERNING LAW**

The Parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. Should either party bring a legal suit to enforce the terms of this Contract, including suit in equity, the Parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

**ARTICLE #126 – NOTICE OF INTENT TO LITIGATE**

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days written notice to the County of the claim and the intent to initiate a civil action.

**ARTICLE #127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify)**

- A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

- B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

**ARTICLE #128 – ORDER OF PRECEDENCE**

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's response, the order of precedence shall be as follows:

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract attachments appended to the Contract.

**ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS**

The Parties mutually acknowledge that all exhibits and attachments listed below made a part of this Contract, as though expressly written in the solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur. The Bidder will not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – HOLD HARMLESS AGREEMENT**

The successful respondent hereby agrees to indemnify, hold free and harmless Hall County Government, County Commissioners, its agents, servants, employees, officers, directors, elected officials, or any other person(s) against any loss or expense. This includes attorney fees because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County shall not be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein.

**ARTICLE #133 – CONTRACT TERMS AND CONDITIONS**

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set forth herein shall supersede and govern over all Contractor's terms and conditions or service level agreements.

4. The County retains the right to "red line" sections of the Contractor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order ("PO") and delivery of goods or services serves as the Supplier's full and complete acceptance of the County's terms and conditions.
6. The terms "supplier", "vendor", "bidder", "offeror", "Contractor", "designer", "distributor", "dealer" or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "Contractor" for services.
7. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, Contract, or Agreement, unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
17. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memoranda of understanding and other such agreements.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to addresses exist on the PO.
20. The County shall have the right to inspect all goods or services at the time and place of delivery. The risk of loss of goods shall pass to the County upon completion and final acceptance of the project delivery.



21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
23. Contractor agrees not to assign, in full or in part, this Contract to another party without the County's expressed written consent. Any attempted assignment or delegation shall void and make ineffectual this Contract for all intents and purposes.
24. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
25. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
26. All goods and services supplied pursuant to a PO shall, unless otherwise stated, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation upon which a PO is based, and all the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
27. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid for in full by the County are considered County property and shall be delivered to the County upon request.
28. If a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
29. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the Supplier certifies that it and its sub-Contractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination and freight. Shipping and delivery shall be pre-paid and added to the invoice as a separate line item. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. Bidder must print their company's full legal company name as it appears on their W-9 form below:

Print Contractor's Full Legal Name Below:

**Inmate Calling Solutions, LLC**

**d/b/a ICSolutions**

By: 

Print Name: Mike Kennedy

Commissioners

Title: Vice President Sales & Marketing

**HALL COUNTY, GEORGIA**

By: \_\_\_\_\_

David Gibbs, Chairman  
Hall County Board of

Date: \_\_\_\_\_

Sworn to and subscribed before me this

13 Day of May, 2025.

Attestation: \_\_\_\_\_

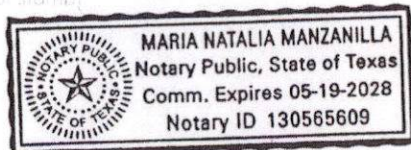
Board of Commissioners Clerk

Notary Public: 

Maria Natalia Manzanilla

Notary commission expires: May 19, 2028

[Notary Seal - See or Stamp]



**ICSolutions Note:**

In the event of an award to ICSolutions in this procurement, ICSolutions agrees to enter into a formal agreement "substantially in the form of 'EXHIBIT B - CONTRACT FOR SERVICES,'" and has indicated our agreement by signing the contract as required by RFQ/P p. 2, under the heading "Legally Binding Agreement." We have noted our exceptions to contract terms by redlining the document above. We would be happy to discuss the details of these exceptions at the County's request.

**APPROVED AS TO FORM**



Nathaniel R. Anderson,  
Senior Assistant County Attorney



Hall County Government  
FINANCIAL SERVICES  
PURCHASING DIVISION

Request for Qualifications with Cost Proposals

# ADDENDUM #1

## RFQ/P #46-010

May 7, 2025

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR  
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR  
Elizabeth White

PURCHASING MANAGER  
Andy Penick

For the provision of

## INMATE TELEPHONE SYSTEM & SERVICES – C.I.

Hall County, Georgia, (herein "County" or "Owner") a municipal entity of the State of Georgia, Public Works and Utilities Department, located at 2875 Browns Bridge Road, Gainesville, GA 30504, hereby gives this Addendum #1 on the project known as Inmate Telephone System & Services for the Hall County Correctional Institution (herein "Services") located at 1694 Barber Road, Gainesville, GA 30507.

The following questions were submitted by various vendors. The answers are provided in **bold lettering**.

Please provide the average daily population for the last three months, broken down by month, if possible. **Jan – 125, Feb – 123, March – 125**

Please provide a breakdown of the inmate population, in percentages or actual numbers, by local, DOC, or other agency. **Aside from the state inmate population above, we currently have 14 inmates that are Jail inmates and are housed here.**

Please provide a copy of each agreement/contract and all amendments (if applicable) the County has executed with its incumbent inmate Telephone System (ITS), Video Visitation System (VVS) and Tablet provider(s). **We do not have a copy.**

How many inmate telephone stations are currently installed? **(13) total, (3 per each dorm and 1 for jail).**

How many inmate telephone visitation handsets are currently installed? **None.**

How many inmate multi-function/video visitation kiosks are currently installed? **(4) total (1 per dorm)**

How many public user video visitation kiosks are currently installed? **None.**

Who is the County's current Jail Management System (JMS) provider? **Eagle.**

Who is the County's current commissary service provider? **Keefe.**

Who is the County's current inmate banking/trust fund services provider? **Truist.**

Is the inmate banking/trust account managed through the commissary system or the Jail Management System (JMS) or other system? If other, please specify.  
**Commissary System.**

Please provide the current service and commission rates associated with each of the following inmate services: a). ITS, b). VVS, c). Electronic Messaging (aka Email) and d). **Phone commission 75%, Tablet 25% and Commissary 25%.**

If County is not relevant to the RFP, please mark the appropriate service item response as "not applicable."

To allow a vendor to present their best possible offer, it is very important to have historical information regarding revenue data for current inmate services. Will the County please provide copies of Service Usage/Revenue/Commission reports for the past three months for the following County services:

- a). ITS – **Not Applicable**
- b). VVS – **Not Applicable**
- c). Electronic Messaging (aka Email) – **Not Applicable**
- d). Entertainment/Media – **Not Applicable**

What limits does the County place, if any, on use of the services in this RFP such as maximum number of ITS calls, onsite visits allowed per week (or other interval), remote visits per week, calls per week, minutes per call/visit, etc.? **Business hours restricted – 15 min phone calls.**

Do you currently have an inmate tablets program? If so: a.) Who is the current tablet manufacturer/provider?, b.) How many tablets does the County have today? C.) Do inmates share the tablets? d.) How do they check them out? e.) What services are currently available on the tablets (i.e., education, electronic messaging, entertainment, video visitation, etc.) and f.) How many tablet charging stations are currently installed? **We have Education, Electronic Messaging and Entertainment. 4 ( 1 per dorm) we need 15 slot charging stations.**

The "Tablet Charging Station" section of the RFP states that vendors are to provide 15 charging stations per dorm, for a total of 60 charging stations. Is it acceptable for vendors to offer wall-mounted tablet charging stations that are capable of simultaneously charging up to 10 tablet devices simultaneously; if we provided 2 charging stations/dorm? **Yes.**

"Exhibit C - Mandatory Cost Proposal Worksheet" of the RFP features a column in which vendors are to provide the "% of Gross Revenue Offered" for inmate phone services. However, the recently passed Federal Communications Commission (FCC) Order 24-75, prohibits Incarcerated Peoples' Communication Service (IPCS) providers from entering into contracts allowing or requiring for the payment of site commissions for inmate telephone and video visitation services. Will the County please consider removing this column to allow vendors to submit a proposal that abides by current IPCS rules and regulations? **Yes.**

"Exhibit C - Mandatory Cost Proposal Worksheet" of the RFP does not feature any rows or columns for vendors to provide and commission data for other required services such as Electronic Messaging and Entertainment. Will the County please advise as to how vendors should go about providing this information? **However is fine.**

The RFP makes no reference to the provisioning of inmate Video Visitation System (VVS) services. Will the County please advise of the following:

- a). Should vendors propose VVS services? **No.**
- b). Should the VVS services proposed include both on-site and remote video visitation options? **No.**

After the first round of questions is answered, will the County accept additional questions if clarification is needed for any of the County's responses? **No.**

Will the County allow for a proposal to present multiple pricing options for the County's consideration? **Yes.**

The Inmate Tablet System Requirements on page 6 requires a "Tablet Subscription program with optional premium content." Would the County consider alternate tablet models to meet the County's tablet needs? For example, with a per-minute pricing structure, inmates only pay a low rate for the minutes they use, resulting in better value to inmates. **Yes.**

On page 8, #B.1 requires a "complete, signed copy of the Request for Proposals." In lieu of returning a signed copy of the entire RFP, will it be acceptable to return signed copies of just the forms and addenda that require signature, along with direct responses to the RFP sections that require information? **Yes.**

On page 3 under the scoring figures (poor through excellent), the instructions state: "Bidders may expand their answers to the questions onto separate pages if needed, with the question repeated at the top of each page."

a) Is Exhibit G, Mandatory Scored Questions (in Excel), exempted from this requirement? **Yes.**

b) Would the County consider deleting this requirement in general? **Yes.**

On pages 5 – 12, we are provided with an outline. We assumed that was the outline of the response. But on page 10, we are told that the proposal should be organized as follows:

Section 1 – Cover Letter and Executive Summary

Section 2 – Answer all Mandatory Scored Questions (Excel, Exhibit G)

Section 3 – Cost Proposals submitted in a separate sealed envelope.

Would the County please clarify if we are to respond to:

- the entire RFP? **No.**
- to pages 5-12 of the RFP following that outline? **No.**
- only respond with these three sections described on page 10 (and including all the mandatory Exhibits)? **Yes.**



Evaluations says financial stability will be part of the evaluation, but the County does not stipulate what they will accept as demonstration. Will Audited Financial Statements be acceptable? **Yes.**

The instructions say the response should be Unbound. Does the County only want rubber bands or binder clips? **No.**

Three ring binders are not bound in the sense of being glued or stapled. Are they acceptable? **Yes.**

Is the County requiring FCC-compliant responses? **Yes.**

The RFP requires: "Summarize key points at the beginning of each answer." Does this apply to short answers? **No.** We assume this does not apply to simple compliance statements? **Correct.**

Pages 1-5 on the RFP, and ending before the Table of Contents listing on page 5; do we include those pages in the response? If so, where do we place that information? **No.**

On the final page of the RFP, it shows the list of Exhibits and Attachments (Section 10.0) which includes Exhibit C – Mandatory Cost Proposal. On page 3 of the RFP, under Bidder Response/Cost Proposal, the cost proposal is to be submitted separately from the Technical Proposal. We assume we are NOT to include Exhibit C – Mandatory Cost Proposal in the Technical Qualifications response. Is that correct? **Yes.**

When the County says to sign the contract and return it, is there an execution date we apply? **No.**

Does the County intend vendors to sign the contract before it is negotiated? **Yes.**

On page 6, first bullet under "Inmate Tablet System Requirements, the requirement states: "Must provide 15 tablets per dorm with that being a total of 60 tablets". Can the County confirm a total count of 60 tablets or is the County looking for a 1:1 ratio between inmate and tablet? **We need 15 per dorm which is a total of 60. We are not looking for a 1:1 ratio.**

The non-collusion requirement provides limits for contact with the County during the RFP process. In order to support ongoing services and operations, are vendors allowed to continue communications as normal throughout the RFP process? Do we correctly assume this restriction only applies to communications regarding the RFP, itself? **Yes.**

Can the County provide an estimate of the date when the bonding instruments would be needed? **N/A, no bonds are required for this project.**

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS** (if required).



Mike Kennedy, VP Sales & Marketing

5/13/2025

Date