



## Hall County Government

FINANCIAL SERVICES  
PURCHASING DIVISION  
Exhibit B – Contract for Services

STATE OF GEORGIA  
COUNTY OF HALL

CONTRACT #: 46-009

For the provision of

### Inmate Telephone System & Services - Jail

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 (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,

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**

Jason Smith  
Major  
Hall County Jail  
1700 Barber Road  
Gainesville, GA 30507  
jsmith@hallcounty.org  
Ph: 770-531-3934

**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 \$12,000.00 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 subject to insurance policy terms and conditions. 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:**

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- 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.

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

**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

- \$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@hallcounty.org](mailto:accountspayable@hallcounty.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

HALL COUNTY, GEORGIA

By: 

Print Name: Mike Kennedy

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

David Gibbs, Chairman  
Hall County Board of  
Commissioners

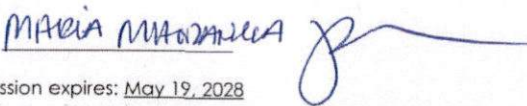
Title: Vice President Sales & Marketing

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

Sworn to and subscribed before me this

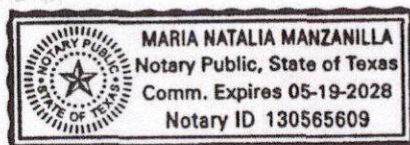
Attestation: \_\_\_\_\_  
Board of Commissioners Clerk

6 Day of May, 2025.


Notary Public: 

Notary commission expires: May 19, 2028

(Loc. of Signat. - Seal or Stamp)



APPROVED AS TO FORM

  
Nathaniel R. Anderson,  
Senior Assistant County Attorney

**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.

**Bid Number:** 46-009  
**Bid Title:** Inmate Telephone System & Services - Jail (Addendum 1)  
**Category:** Bids & Proposals  
**Status:** Open

Description:

**Request for Qualifications with Cost Proposals**

**ADDENDUM #1**

**RFQ/P #46-009**

April 30, 2025

For the provision of

**INMATE TELEPHONE SYSTEM & SERVICES - JAIL**

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 Jail (herein "Services") located at 1700 Barber Road, Gainesville, GA 30507.

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

Select Language

Google Translate

May we have a copy of your current menu with pricing? **Attached**

What were annual gross commissary sales for 2024? **Attached**

What are your annual commissary sales excluding postage, phone time, care packages and sales tax? **#2 does not include phone or care package.**

What is your current commissary commission rate? **20%**

May we have copies of the last three months' commissary sales invoices? **Attached**

May we have a product sales report for one (1) month? **We do not have access to this side of commissary reports**

What were gross sales made via the Care Package (Secure Pak) website in 2024? **\$96,777.22 (Total sales)**

What is the current commission rate on care package (Secure Pak) website sales? **20%**

May we have copies of the last three months' care pack sales invoices? **Attached**

How many vending machines are required? **24**

What were gross sales made via the vending machines in 2024? **\$519,250.50**

What are sales made via the vending machine YTD? **\$134,030.42 (Jan-Mar 2025)**

What is the commission on vending sales? **20%**

Can you please provide a vending menu with pricing? **Attached**

May we have copies of the last three months of vending sales invoices? **Attached**

What are the weekly spending limits for commissary, web and vending? **Commissary \$120.00 (\$60 food / \$60 non-food). One SecurePak per week. \$30 in a 24 hour period for vending.**

What is the current commissary delivery schedule at the jail? **Commissary and SecurePaks are delivered on Wednesday afternoon.**

How do inmates currently place commissary orders? **Kiosks.**

Please provide a list of all equipment (computers, printers, kiosks, inmate vending machines, servers, etc.) provided by the current commissary vendor. **Inmate Arm bands, internet for their software, vending machines, kiosk, see scope of work.**

What is the average number of commissary orders placed per week? **Approximately 200 per week.**

Does the current vendor provide your indigent kits? If yes what products (please include size) are in the indigent kit? **No**

What is the cost of the indigent kit? **N/A indigent kits are not provided by Commissary provider. \$1.65 is cost by contracted supplier.**

Does the current vendor empty the booking kiosk and the lobby kiosk? **Lobby Kiosks only.**

Regarding vendor labor on-site:

1. How many employees (or officers) does the vendor employ? **17 total that work on a rotating basis.**
2. What is their current rate of pay? **\$160 per person per week for vending(must vend 2x per week). 6 people at \$160 per week for commissary delivery.**



3. How many hours per week do they work? **4 hours**

4. What days a week do they deliver commissary? **Commissary is delivered on Wednesdays; vending machines are filled on Tuesday and Thursdays.**

Does the current vendor utilize any inmate workers? **The current vendor does not utilize any inmate workers.**

May we have a copy of your current commissary agreement? **Attached**

Please provide commissary sales history for the last 6 to 12 months, including online sales and vending sales, if applicable. **Attached 2024 sales**

What is your current commissary commission rate(s) for fulfillment, vending, and online products? **20%**

How many vending machines do you want for your facility? **24**

Do you know where you want these machines placed within your facility? **Yes**

Please provide your current commissary menu and pricing **Attached**

Can the county provide the current ITS call rates, video visitation rates, email rates, tablet rates, video messaging rates etc.? **Available in contract**

Please outline the fees that are being charged to end-users: **Available in contract**

1. Bill Statement Fee,
2. Prepaid Account Funding Fee via Web,
3. Prepaid Account Funding Fee via IVR,
4. Prepaid Account Funding Fee via Live Operator,
5. Fees for Instant Pay Calls

Section 3. Inmate Commissary and Vending Services, C. i states "Contractor Shall offer transcription and/or translation of calls, as an option." This requirement appears to apply to inmate telephone service but is located in the Commissary and Vending section. Will the County please confirm that this requirement is for inmate telephone calls? **Inmate Telephones**

Section 4. Inmate Mail System, 3 states " To ensure the best level of support, Contractor must be the prime contractor of the DPMS proposed. DPMS provided by a subcontractor, third party or affiliate will not be accepted." We are concerned that that aspect of RFP requirement is specific to a single vendor's solution and, as the requirements are written, cannot be met by any other solution provider without custom development. We are concerned that the requirement as written does not provide a level playing field and gives one vendor an advantage in advance of the evaluation. To establish a level playing field would the County be open to receiving bids that accomplish the required functionality and include the use of a subcontractor? Specifically in this case, a subcontractor could be used to provide a solution where the receipt and scanning of the mail is the part of solution where a third party is utilized, but the storage, tracking, investigative and inmate delivery via the tablet and tablet application is developed and managed by the prime contractor. Some vendors have chosen to partner with a third party to ensure that customers receive the best possible solution in that both the prime contractor and vendor are performing the functions that are within their core expertise and in the best interest of the customer. Would the County consider this a compliant response? **We don't see where this would cause an issue.**

Section J Hardware, as Described Herein, 8, Attorney Visitation phones states, "6 sets of 8 phones (on inmate side, one public side)." Are these phones currently installed? If so, are they currently recorded by the inmate telephone system? **Yes, currently**

**installed by current contractor and are recorded with the exception of 12 designated private phones.**

Will the County provide 6-12 months of call data/minutes of use (MOU)? Commission statements are the best source for this information. This will allow us the ability to place a value on this solicitation, therefore identifying all services that we can provide to the County with our offer. We do not need to see the commission amount returned to the County just the data within each monthly report. **See Hall Co. Commissions 2024**

Can the County provide a complete breakdown on the housing locations for the main facility, and the work release and house arrest and hardware per housing unit at each facility to include bed count, phones, commissary kiosk and visitation kiosks? **See attached "Hardware List by Pod"**

In the Bidder Response Section of the RFP it states, "Technical Qualifications Each bidder must provide three (3) hard paper copies, with one (1) marked "Original" and two (2) marked "Copy" of their Technical Qualifications response. Submit all three (3) hard paper copies in a sealed envelope(s) separate from the Cost Proposal. Cost Proposal Bidders are to also submit three (3) hard paper copies with one (1) marked "Original" and three (3) marked "Copy" of their Exhibit C – Mandatory Cost Proposal. However, in Section 6.0 Submission of Proposals, 6.1 the requirement states "The County requests that Bidders submit proposals addressing all items listed below. Failure to include any of these mandatory documents may result in disqualification. All responses must be in writing. Bidders should submit one (1) copy of marked "Original" and Three (3) marked "Copy" and all documents loaded onto one (1) USB flash drive in MS Word, Excel and PDF formats depending on the document with the technical response and cost proposal separated into two different file folders on the USB flash Drive. Will the

County please confirm that the technical and cost proposal submitted should be an original and 3 copies of each? **Yes, that is correct.**

Section 8.0 Selection Process, 8.5 states

"Respondents are encouraged to submit clear and concise responses and excessive length, or extraneous information is discouraged. In an effort to ensure our ability to evaluate and choose a successful Firm, respondents are encouraged to organize their proposal as follows: Section 1 – Cover Letter and Executive Summary Section 2 – Answer all Mandatory Scored Questions Section 3 – Cost Proposals Submitted in a separate sealed envelope." Does the County want responses to Section 4.0 Scope of Work? If so, where should this information be placed in the response? **In the technical response envelope.**

Will the County accept additional sections to accommodate attachments and signed addenda? For example, would the County accept a proposal that is assembled as follows: **Yes, that will be fine as long as all required questions are answered and required documents are signed.**

| Table of Contents

1. | Cover Letter & Executive Summary
2. | Mandatory Scored Questions
3. | Cost Proposal
4. | Mandatory Exhibits
5. | Attachments

Is it acceptable for vendors to provide material deemed confidential in a separate envelope marked confidential with our response? Should this information be provided as a separate file in the USB drive? **There is no confidentiality when doing business with the government. Everything is subject to open records request.**

Exhibit G, Mandatory Scored Questions, line item number 20 states "provide a detailed description of how the firm proposes to approach this project. Include IT system to be used, the requirements for the system, implementation and service / support from the customer service department." Can you confirm vendors can provide a timeline based on business days as this is the industry standard? **Yes**

On page 9, Evaluation criteria will include, but are not limited to a) Number of Years in Business – The length of time the firm has been operating and its experience in the industry. b. Firm's Organization & Management Structure – Overview of company leadership, key personnel, and internal management approach. c. Firm's Facilities & Equipment – Description of physical resources, technology, and infrastructure available to support service delivery. d. Experience with Similar Contracts – Demonstrated experience in providing inmate communication and/or commissary services to similar entities. e. References – Testimonials or contact information for past and current clients who can verify the firm's reliability and performance. f. Current Contracts of Similar Scope – Details of ongoing contracts comparable to the County's requirements. g. Professional Staff Availability – The number of dedicated professionals assigned to support this contract. h. Standby or Temporary Staff for Emergencies – Availability of backup personnel to address unforeseen needs or service interruptions during the contract term. Where should these items be included in our response to the County? **In the technical response envelope.**

Can we provide multiple offers by duplicating Exhibit C, Cost Proposal form? **No, only one bid per company is allowed.**

Exhibit G, Mandatory Scored Questions, line item number 5 states "This RFQ/P has a total potential of 1,000 points for a perfect score. The bidder with the closest score to 1,000 will be the apparent contract award winner. Of the 1,000 points, we use an 80/20

score ratio, with 80% (800) available points for your technical qualifications response, and 20% (200) available points for your cost proposal response. Bidders must respond to all questions below or receive a 0% score. Each question is weighted and scored for completeness, technical abilities and qualifications. Provide enough detail to answer the questions. Apparent winner(s) may be invited to interview, perform demonstrations, or asked to enter into further negotiations. Answer in the cells provided or use additional pages and attach as needed."

On Page 9 Evaluation criteria will include but are not limited to a) Number of Years in Business – The length of time the firm has been operating and its experience in the industry. b. Firm's Organization & Management Structure – Overview of company leadership, key personnel, and internal management approach. c. Firm's Facilities & Equipment – Description of physical resources, technology, and infrastructure available to support service delivery. d. Experience with Similar Contracts – Demonstrated experience in providing inmate communication and/or commissary services to similar entities. e. References – Testimonials or contact information for past and current clients who can verify the firm's reliability and performance. f. Current Contracts of Similar Scope – Details of ongoing contracts comparable to the County's requirements. g. Professional Staff Availability – The number of dedicated professionals assigned to support this contract. h. Standby or Temporary Staff for Emergencies – Availability of backup personnel to address unforeseen needs or service interruptions during the contract term.

How will the County evaluate the items outlined on page number 9 a-h if each question in Exhibit G, Mandatory Scored Questions is required and weighted at 80%? **The 80% weighted answers are only from the answers provided in Exhibit G.**



Does the County expect vendors to provide the law library license or does the County just need access to the law library? **Vendor to provide Law Library**

Can the County provide the distance between the main facility and work release and the house arrest location? **Work Release and the Main facility are located at the same location. Offenders assigned to House Arrest are not on site but report to the facility.**

We respectfully request that County, extend the bid submission date by two weeks from the date when final Addenda and Questions/Answers to Proposer questions are provided. This would allow vendors to have an adequate opportunity to review answers to questions that are currently only known to the incumbent provider. The current schedule accepts questions until April 24, 2025, which is only (7) seven business day(s) prior to when vendors will need to ship their proposals. **The bid opening will remain on May 8, 2025, at 2:00 pm EST.**

How many TTY/TDD telephones are required? **1 in admission**

Can County, provide a firm date on when all answers will be provided to vendor questions and a firm date on when a final addendum would be released? As all addenda must be signed, this will allow vendors to plan for document execution in time for shipping. **This addendum will be issued by May 1, 2025.**

Where are the IPRO telephones located? **All phones are located in the pods, admissions and a rolling cart for medical.**

Section 5, Inmate Banking Software, letter I, Recoverable Transactions and Inmate Debts, sub bullet #4 states "Collection at Time of Reinstatement – Remaining uncollected recoverable amounts may be collected during reinstatement should the inmate return to the facility at a future date o". Will the County please provide the complete requirement for this bullet point? **If an inmate owes money, (like for**

damage, fees, or other charges) and hasn't paid it all before leaving the facility (for example, if they are released), the unpaid portion is still considered collectible.

If that same person comes back to the facility later (like if they are re-incarcerated), the facility can try to collect the remaining unpaid amount at that time. So basically: just because the inmate leaves doesn't mean the debt is erased—if they come back, the facility can pick up where they left off in collecting what's owed.

Can the County confirm whether there is existing Cat5 or Cat6 fiber for video visitation available to the new provider? **Cat 5**

Section 6.4 provides the following list of items to include with our response:

Exhibit A –Bid Response Sheet (Signed)

Exhibit B – Contract for Services (Signed) Exhibit D – Completed W-9 Form (Signed) Exhibit E -

E-Verify Affidavit (Signed) Exhibit F –Ethics Affidavit (Signed)

Exhibit G –Scored Questions Any Addenda (Signed)

Copy of your Business License Certificate of Insurance

Copy of Professional Licenses or Certifications

Will the County accept a Sample Insurance Certificate with the understanding that the selected vendor will provide an insurance certificate upon notification of award? **Yes**

Will the County allow vendors to conduct a facility walkthrough prior to RFQ/P submissions? **Yes, please contact 1<sup>st</sup> Jeff Ashley for scheduling**

RFQ/P documents state "Indigent Tablets will be at least 10 % of Average Daily Population (650)". Can the County clarify what is requested to be available on an indigent tablet? **Books, education, religious, apps to occupy idle minds, legal resources**

How many tablets does the County currently have at the facility? **748 on site, 84 additional in transit for repair.**

Who is the County's current Inmate Telephone Provider? **Securus**

Is the County still receiving a commission on inmate telephone and/or video visitation services? If so, what are those commission rate(s)? **We are no longer receiving commission**

Can the County clarify what is meant by "Officer Tablets for inventory and behavior modifications (14) unless web-based". **Tablets used by facility staff to control inmate tablets, such as turning off a tablet while in use. If web based behavior modifications are available, the tablets are not needed.**

What is the County's current commission rate for commissary? **20%**

How many vending machines does the County wish to have installed and is there existing infrastructure for the machines? **30, infrastructure in place for 24.**

Does the facility have a loading dock? **Yes**

Can the County provide a breakdown of dorm locations and number of inmates in each dorm location? **Attached**

Can the County provide previous 12 months commissionable commissary sales? **Attached**

Can the County provide previous 12 months inmate phone sales data? **Attached**

Can the County provide the current commissary menu? **Attached**

Who currently distributes commissary to the inmates? **Jail staff, employed by contractor**

How many full-time employees does the current commissary vendor provide the County? **17 total employees**

How many part-time employees does the current commissary vendor provide the County? ? **17 total that work on a rotating basis**

When does the County expect to award the contract? **It depends on how long the evaluations will take to complete. June 6, 2025, is the latest we can put this before the Board of Commissioners for their approval and to have the new contract in place by July 1, 2025.**

How long after contract award does the County wish to have the new system installed? **Everything needs to be in place and ready by July 1, 2025.**

Would Hall County please provide a copy of the revenue and commission reports for all revenue generating services (phones, video visitation, e-messaging, etc.), covering the last 6-month period? **Attached**

Would Hall County please provide us with a copy of the current inmate communications agreement, along with any amendments available? **Attached**

Would Hall County please provide the current rates for all revenue generating services currently installed (i.e. phone calling, video visits, e-messaging, streaming services, entertainment, etc.)? **In contract**

Can you please confirm whether the Male and Female Work Release and House Arrest facilities are two separate locations? **Male and Female work**

release are located at the jail. House Arrest inmates report to jail. No services are needed for this location.

1. If so, what JMS system is used for each facility?

**Central Square One Solution JMS**

We would like to respectfully inquire if Hall County would consider granting a two-week extension to the RFP submission deadline, if possible? **The bid opening will remain on May 8, 2025, at 2:00 pm EST.**

Please provide the average daily population for the last three months, broken down by month, if possible.

**675**

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), Tablet, Commissary and Banking/Trust Fund provider(s).

**Attached**

How many inmate multi-function/video visitation kiosks are currently installed? **Attached**

How many public user video visitation kiosks are currently installed? **We do not offer on-site visit**

Please provide a breakdown by housing unit of the inmate capacity in each. The inmate capacity for each cell block is necessary for determining network requirements. **Attached**

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

How is commissary ordered today? **Kiosk in pods**

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

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**

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). Entertainment/Media. *NOTE: If any inmate service is not currently utilized by the County or is not relevant to the RFP, please mark the appropriate service item response as "not applicable."* **Attached**

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, b). VVS, c). Electronic Messaging (aka Email) and d). Entertainment/Media? *NOTE: If any inmate service is not currently utilized by the County or is not relevant to the RFP, please mark the appropriate service item response as "not applicable."* **Attached**



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.? **Must comply with Marth Wright-Reed Act**

The RFP indicates that the County currently has an inmate tablet rental program in place. Will the County please provide the following details regarding its current inmate tablet rental program:

a.) Who is the current tablet manufacturer/provider?

**SECURUS**

b.) How many tablets does the County have today?

**748 tablets at facility with 84 in transit.**

c.) Do inmates share the tablets? **Inmates are assigned a tablet at the moment**

d.) How do they check them out? **Inmates request tablets on kiosk and are distributed and collected daily by jail staff.**

e.) What services are currently available on the tablets (i.e., education, electronic messaging, entertainment, video visitation, etc.), **Tablets offer streaming services, e-messaging, educational, phones and religious material.**

f.) How many tablet charging stations are currently installed? **12**

g.) What are the costs/fees associated with renting an inmate table? **\$15 subscription**

h.) Will the County please provide monthly revenue/commission reports regarding inmate tablet device rentals for the past three months? **Attached**

How many officer tablet devices are currently available in the facility? **10**

Do you currently have an inmate tablets program?

**Yes** If so:

a.) Who is the current tablet manufacturer/provider?

**Securus**

b.) How many tablets does the County have today?

**748 tablets at facility with 84 in transit.**

c.) Do inmates share the tablets? **Inmates are assigned a tablet at the moment**

d.) How do they check them out? e.) **Inmates request tablets on kiosk and are distributed and collected daily by jail staff.**

e.) What services are currently available on the tablets (i.e., education, electronic messaging, entertainment, video visitation, etc.) and f.) **Tablets offer streaming services, e-messaging, educational, phones and religious material.** How many tablet charging stations are currently installed? **12**

6.0 SUBMISSION OF PROPOSALS, #6.4, (pg 26) lists the exhibits and other documentation to be included in the Technical Qualifications packet and the Cost Proposal packet. 8.0 SELECTION PROCESS, #8.5, (pg 27) provides the following suggested organization for the proposal: ? Section 1 – Cover Letter and Executive Summary, ? Section 2 – Answer all Mandatory Scored Questions (Exhibit G), ? Section 3 – Cost Proposals Submitted in a separate sealed envelope. Please confirm the following to clarify the preferred proposal organization:

a). • "Section 1 – Cover Letter and Executive Summary" AND "Section 2 – Answer all Mandatory Scored Questions" should both be included in the Technical Qualifications packet.; **Yes**

b). The required exhibits and documentation that are to be included in the Technical Qualifications packet (in addition to Exhibit G) can be included in "Section 2," as outlined in #8.5; **Yes**

c). Please confirm if you require individual responses to the requirements on pages 10-22. These are not included in 6.0 SUBMISSION OF PROPOSALS or 8.0 SELECTION PROCESS. **Yes**

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**

Regarding the required four (4) hour guaranteed service response time, 24/7/365 for Vending Machines:

- Can you confirm whether the current vendor consistently meets this response time requirement? **Machines have only had any issues that required a technician, the technician arrived next day. The machines are usually maintained by Hall County Maintenance Staff.**
- Does the current vendor employ a dedicated technician or maintain on-site personnel at the jail to fulfill this service commitment? **Vendor Supplied for more technical issues that cannot be locally repaired.**

Regarding the "Hardware" section:

- The section does not specify vending machines as required hardware. Can you confirm the number of vending machines, if any, that are expected to be installed at the facility? **See attached**
- Additionally, would Hall County be open to considering a commissary solution that does not rely on traditional vending machines, but instead utilizes alternative on-site sales methods (snack packs, pre-order, and delivery systems), especially if it offers a higher commission rate than the current vending machine program? **The preferred on-site sales method is vending machines, but the Jail would be open to seeing proposals that could offer alternative on-site sales methods.**

Regarding the stated inventory of "up to 1:1" for inmate tablets:

- Would Hall County consider an alternative ratio, such as 2:1 or 3:1 (inmates per tablet), if supported by data demonstrating improved program efficiency, higher utilization, or a better financial return compared to a 1:1 ratio? **We would like to remain at a 1:1 ratio.**

In order to provide our best possible offer, it is very important to have historical usage data for all revenue streams. This data is necessary to estimate costs as well as potential revenues. The current vendor has access to this information, so distributing the information to other vendors in a timely fashion will ensure a level playing field for all bidders. Please provide as much data as possible from the following table: **Phone rates are regulated by Marth Wright-Reed Act.**

**See Call Detail Report attached**

<b>Call Category</b>	<b># of Calls Per Month</b>	<b># of Minutes Per Month</b>	<b>Total Revenue Per Month</b>
<b>LOCAL – Collect</b>			
<b>INTRALATA – Collect</b>			
<b>INTERLATA – Collect</b>			
<b>INTERSTATE – Collect</b>			
<b>LOCAL – Debit</b>			
<b>INTRALATA – Debit</b>			
<b>INTERLATA – Debit</b>			
<b>INTERSTATE - Debit</b>			
<b>International - Debit</b>			
<b>LOCAL – PrePaid Collect</b>			

<b>INTRALATA – PrePaid Collect</b>			
<b>INTERLATA – PrePaid Collect</b>			
<b>INTERSTATE – PrePaid Collect</b>			
<b>Tablet Revenue</b>	<b># Transactions Per Month</b>	<b>Cost Basis (per minute / message / month / song purchase, etc.)</b>	<b>Total Revenue Per Month</b>
<b>Tablet Lease</b>			
<b>Electronic Messaging</b>			
<b>Video Messaging</b>			
<b>Entertainment Content</b>			
<b>Video Visitation Revenue</b>	<b># Visits Per Month</b>	<b># of Minutes per Month (if minute based)</b>	<b>Total Revenue Per Month</b>
<b>Video Visitation</b>	1179		

Please provide several recent revenue or usage reports for the Jail, showing calls, minutes and revenue (or at minimum paid minutes). **See Call detail report attached**

Row Labels	Count of Description	Sum of Amount
CM VT VS CHBK Reversal	1	\$30.00
Completed Call	28732	(\$21,749.47)
Debit Reversal	2	\$30.00
DM Refund Transaction	39	(\$806.34)
DM VT MC CHBK	4	(\$135.00)
eMessage Stamp Purchase	293	(\$310.00)
MoneyGram Payment	2	\$100.00
Site Issued Debit	196	(\$2,866.85)
Tablet Game	136	(\$878.46)
Tablet Game Credit/Refund	4	\$22.96
Tablet Game Subscription	55	(\$250.65)
Tablet Movie Rental	1292	(\$8,435.08)
Tablet Movie Rental Credit/Refund	5	\$30.95

Tablet Music	846	(\$1,928.61)
Tablet Music Subscription	47	(\$519.55)
Tablet Subscription	199	(\$3,193.95)
Tablet TV Episode	1268	(\$3,142.50)
Tablet TV Episode Refund	2	\$4.98
Vantiv Mastercard Card Payment	383	\$10,488.25
Vantiv Visa Payment	1524	\$34,346.01
<b>Grand Total</b>	<b>35030</b>	<b>\$836.69</b>

In order to help us evaluate usage data and recognize additional revenue potential, it is very helpful to have the rates currently being charged to end-users under the current contract. Please provide the following information: **Phone rates are regulated by Martha Wright-Reed Act.**

**Data Below is from 3/26/2025-04/25/2025-See attached call detail report**

<b>Summary</b>	
Attempts	161619



Complete	60845
Incomplete	100774
Duration(Secs)	28178342
Duration(Mins)	469639.03
Average Call Length(Secs)	174
Total Debit Minutes	223898.22
Total Debit Complete Calls	28717
Total Debit Incomplete Calls	47388
Total Debit Charges(Excluding Taxes & Fees)	\$21,306.00

Call Category	Rate for First Minute	Rate for Each Additional Minute
LOCAL – Collect		
INTRALATA – Collect		
INTERLATA – Collect		

<b>INTERSTATE – Collect</b>		
<b>LOCAL – Debit</b>		
<b>INTRALATA – Debit</b>		
<b>INTERLATA – Debit</b>		
<b>INTERSTATE - Debit</b>		
<b>International - Debit</b>		
<b>LOCAL – PrePaid Collect</b>		
<b>INTRALATA – PrePaid Collect</b>		
<b>INTERLATA – PrePaid Collect</b>		
<b>INTERSTATE – PrePaid Collect</b>		
<b>Tablet Rates</b>	<b>Rate Charged</b>	<b>Cost Basis (flat rate or per-minute fee)</b>
<b>Tablet Rental Fee</b>	<b>\$15</b>	
<b>Movie Rental</b>	<b>varies</b>	
<b>TV Show Rental</b>	<b>Varies</b>	
<b>Music</b>	<b>Varies</b>	
<b>Games</b>	<b>Varies</b>	

<b>Video Rentals</b>		
<b>Video Purchases</b>		
<b>Video Visitation Rates</b>	<b>Per-Visit or Per-Minute Rate</b>	<b>Cost Basis (per visit or per minute)</b>
<b>Video Visit</b>		
<b>Messaging Rates</b>	<b>Rate Charged</b>	<b>Cost Basis (per message or per minute)</b>
<b>Voicemail</b>		
<b>Email or Text Message</b>		
<b>Video Message</b>		

Please provide a copy of all current contracts and amendments pertaining to all services under this RFP. **See attached**

Please provide details about any commission, cost reimbursement, technology grants, signing bonuses, or any other compensation the County receive from the current vendor. **Commissions are no longer permitted, per the Martha Wright-Reed Act.**

Are you being invoiced for any services provided by the current vendor. **Yes**

Will the County allow for a proposal to present multiple pricing options for the County's consideration? **No**

Please provide a breakdown by housing unit of the inmate capacity in each. The inmate capacity for each cell block is necessary for determining network requirements and charging stations needed to support the tablets. **Hardware list by Pod-Attached**

Please provide a breakdown of the inmate population, in percentages or actual numbers, by local, DOC, or other agency. **Total count on 4/25/25 is 664, 566M, 98F**

In order to ensure a level playing field for all bidders, please confirm that the successful vendor must provide new equipment. Also, please verify that this applies to both new potential bidders and the incumbent provider. **Depends upon award. If current phone provider were to be awarded bid, there would be no need to install new equipment, if current commissary provider were to be awarded, the infrastructure could remain.**

Please provide the schedule in which the inmates have access to the inmate phones. **Inmates are allowed to use the phone from 0700-2300, times may vary due to institutional needs.**

What limits does the County place, if any, on use of the services in this RFP –maximum number of onsite visits allowed per week (or other interval), remote visits per week, calls per week, minutes per call/visit, etc.? **15 minutes per call, 30 minutes per visitation.**

The Inmate Tablet System section on page 11 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**

Section J.2 on RFP p. 21 states that there are 46 inmate video visitation kiosks, but there are no public kiosks listed. How many video visitation kiosks do you have for public users to support onsite visitations?

**Onsite visitation is not offered.**

Mail scanning is a required service listed under #4.3 on page 13. What is the average number of inmate mail pieces received daily? Of these, what percentage are legal mail? **Legal mail is still presented physically to the facility and to the inmates.**

Section 7 on RFP p. 19 states that the County would like to have law library access through the tablets and kiosks. Do you have a subscription to a law library service today, or is the vendor expected to provide the law library subscription? **Vendor to provide.**

On page 25, #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**

What is the anticipated start date for this contract?  
**July 1, 2025**

Can the County consider an initial contract term longer than one year? The contracted services require a large upfront capital investment and installation effort. Guaranteeing an initial term of three to five years will ensure that vendors can amortize their investment over a longer period, resulting in substantially more attractive financial terms for the County. In the unlikely event of a vendor's poor performance, the County would always have the option to cancel the contract early under its Termination for Default contract section. **This is for an initial one (1) year term, followed by four (4) additional renewal options.**

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**

Publication Date/Time:

4/30/2025 2:00 PM

Closing Date/Time:

5/8/2025 2:00 PM

Bid Opening Information:

05/08/2025

Addendum Date/Time:

04/30/2025

Pre-bid Meeting:

N/A

Contact Person:

Mike Hawkins, Buyer - mhawkins@hallcounty.org

Related Documents:

[45-009 \(Addendum1\) - Vending List](#)

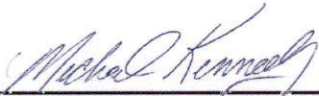
[45-009 \(Addendum1\) - SGate SCPDebit Payments](#)

[45-009 \(Addendum1\) - KEEFE Contract](#)

Google Translate

45-009 (Addendum1) - Keefe Commissary-2024  
45-009 (Addendum1) - KCN\_Hall\_GA\_Amendment 24  
0414  
45-009 (Addendum1) - Jan thru March 2025 Vending  
Invoice  
45-009 (Addendum1) - Jan thru Mar 2025 SecurePak  
45-009 (Addendum1) - Jan 2025 thru Mar 2025  
Commissary  
45-009 (Addendum1) - Hardware List by Pod  
45-009 (Addendum1) - Hallcoitemsales  
45-009 (Addendum1) - Hall Co. Commissions 2024  
45-009 (Addendum1) - Commissary Items - Prices  
45-009 (Addendum1) -  
CallDetailCSVReport\_04.25.2025  
45-009 (Addendum1) - 41-007 Inmate Telephone  
Systems Bid Tab for Jail.xls  
45-009 (Addendum1) - 41-007 Inmate Telephone  
System Services

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Mike Kennedy, VP Sales & Marketing

5/6/2025

Date