



August 6, 2019
REQUEST FOR PROPOSAL
RP026-19

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified Service Providers for the **Provision of Merchant Processing Services on a Multi-Year Contract** for the **Department of Financial Services**.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until **2:50 p.m. local time on Friday, September 6, 2019** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting Service Providers will be read at 3:00 p.m. A list of Service Providers submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

A pre-proposal conference is scheduled for **10:00 a.m. on Friday, August 16, 2019**, at the Gwinnett County Purchasing Office, above address. All interested parties are urged to attend.

Questions regarding proposals should be directed to Marlo Puckett, Purchasing Associate III at marlo.puckett@gwinnettcounty.com no later than **Monday, August 19, 2019 at 3:00 p.m.** Proposals are legal and binding upon the bidder when submitted. One unbound original, seven (7) exact copies, and one electronic copy on disc or flash drive should be submitted. **The fee schedule is to be submitted in a separate sealed envelope and should not be included in the copies mentioned above.**

Successful Service Provider will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department, and must have an A.M. Best rating of A-5 or higher.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to Susan Canon, Gwinnett County Justice and Administration Center, 770-822-8165.

The written proposal documents supersede any verbal or written prior communications between the parties. Selection criteria are outlined in the request for proposal documents. Gwinnett County reserves the right to reject any or all proposals, to waive technicalities, and to make an award deemed in its best interest.

Award notification will be posted after award on the County website, www.gwinnettcounty.com and companies submitting a proposal will be notified via email. We look forward to your proposal and appreciate your interest in Gwinnett County.

Marlo Puckett, CPPB
Purchasing Associate III

The following pages should be returned with your proposal:

- Fee Schedule (Return in a separate envelope) Pages 13-19
- Service Provider Information, Page 20
- References, Page 21
- Code of Ethics Affidavit, Page 22
- E-Verify Affidavit, Page 23



SECTION I: INTRODUCTION

A. Purpose of Request for Proposal ("RFP")

The Gwinnett County Board of Commissioners, the governing authority of Gwinnett County, Georgia ("the County"), through the Department of Financial Services (DOFS), requests sealed proposals to provide merchant processing services to the County.

Information regarding the overall system structure, general requirements, regulatory requirements, and volume estimates are included in this RFP. General requirements and volume estimates should be used as a basis for all proposals. Due to the infrastructure the County has in place that is unique to the various departments, the solution submitted must work with and support the systems the County currently has without any additional costs to the County. The County is looking for a solution that will work seamlessly with current systems. Responders should submit proposals that conform directly to the baseline service requirements. Do not include marketing, product or other materials in proposal submittal. All responses should follow the format in the RFP.

B. Objectives

It is the intention of the County to award the contract to one Service Provider.

The County's objectives include:

1. Provide exceptional customer service and enhanced level of convenience for customers and taxpayers in financial dealings with the County;
2. Maximize the use of existing technology and leverage the use of new technology available without additional costs to the County.
3. Provide services necessary to continue payment card acceptance operations as they stand today and expand these services to meet future needs utilizing the most secure payment channels available.

C. Card Processing Services Overview

Departments and offices accepting merchant cards are shown below. Merchant identification numbers are assigned by department channel or by departmental division. Elavon processes Visa, MasterCard and Discover card transactions. Other departments and offices may maintain merchant services processing agreements with other service providers outside of the scope of this Proposal.

The current contract with Elavon, Inc. expires December 31, 2019. As of July 1, 2019 Gwinnett County has a total of 55 Merchant ID's (MID) assigned to them and 148 terminals (see below). In 2018 the County processed 1.6 million transactions totaling \$181.3 million. These transactions were processed in person, online, and over the phone.

Department	Terminal Type	# of Terminals
Dept. of Water Resources (DWR)	CONVERGE (online)	3
Dept. of Water Resources (DWR)	IDTECH Mag Stripe Readers	4
Tax Commissioner	VX520	72
Dept. Of Community Services	CONVERGE (online)	4
Dept. Of Community Services	INGENICO ICT250	1
Courts	VX520	13
Courts	INGENICO ICT250	5
Courts	INGENICO ICT220C	2

Department	Terminal Type	# of Terminals
Dept. of Planning & Development (P&D)	INGENICO ICT250	16
Dept. of Planning & Development (P&D)	CONVERGE (online)	2
Dept. of Planning & Development (P&D)	IDTECH Mag Stripe Readers	4
Police Department	INGENICO D350US	10
Police Department	VX520	1
Police Department	CONVERGE (online)	1
Fire & Emergency Services	CONVERGE (online)	4
Dept. of Transportation	VX520	1
Dept. of Human Resources	CONVERGE (online)	1
Dept. of Support Services	CONVERGE (online)	1
Dept. of Support Services	Mini Wedge USB Readers	2
Dept. of Information Technology	CONVERGE (online)	1

Department	# of MID's	2018 Transaction Volume	2018 Sales Volume
Dept. of Water Resources (DWR)	5	1,130,160	\$119,137,541.25
Tax Commissioner	6	290,514	\$34,612,667.83
Dept. Of Community Services	6	77,648	\$4,520,866.07
Courts	11	37,024	\$3,126,824.54
Dept. of Planning & Development (P&D)	5	27,144	\$16,862,205.27
Police Department	11	8,860	\$266,461.90
Fire & Emergency Services	4	8,389	\$987,863
Dept. of Transportation	2	2,438	\$277,016.66
Dept. of Human Resources	1	1,804	\$552,994.50
Dept. of Support Services	3	588	\$467,580.11
Dept. of Information Technology	1	91	\$7,399.30

Please refer to Gwinnett County's website, www.gwinnettcounty.com for a complete listing of departments, elected officials, appointed positions and courts.

D. Settlement and Chargeback Account Information

Settlement of transactions along with reversals and chargebacks under this RFP will post to bank accounts maintained under a banking services agreement with Wells Fargo Bank, NA. Bank account information will be provided at time of award.

E. Contract Administration

The Department of Financial Services (DOFS), Treasury Division will administer this contract and manage the implementation and/or transition of service provider by Department and by merchant. The Director of DOFS will approve all changes to the contract including addition to, removal of or changes to merchant products and services. The Treasury Division is responsible for establishing new merchant ID's, setting budget for processing and coordinating billing, equipment and services.

F. Gwinnett County Payment Channels Include:

- Interactive Voice Response (IVR):
- Telephone Call Centers
- Web based collections through proprietary systems
- Retail Point of Sale

SECTION II: SCOPE OF SERVICES

A. Services Included

The following services are specifically included in the scope of this request for proposal:

1. Credit Card and Debit Card Processing
2. Managed Service Fee Program for selected Departments, Agencies, Courts
3. E-Check Services

B. Services Excluded

The following services are specifically excluded from the scope of this RFP:

1. EBT, Gift and Loyalty Card Programs
2. Payroll Card Programs
3. POS Prepaid Programs
4. B2B or B2C electronic invoicing, bill presentment or payment
5. Disbursement or accounts payable solutions
6. P Card Programs
7. Website development
8. IVR development

C. Scope Overview

The Scope of Work is a general guide and is not a complete list of all work necessary to complete the project. **The Service Provider should satisfy the following minimum requirements:**

1. Provide new retail merchant card processing equipment rather than refurbished at no cost.
 - a. Pre-program new/replacement equipment with current merchant profile as applicable to Gwinnett County and Merchant ID. Include MID, name, address, and phone number prior to receipt.
 - b. Test new/replacement equipment prior to shipment to Gwinnett County to ensure current merchant profile is intact. Void test transactions prior to receipt.
 - c. Provide invoice for any replacement equipment rather than debiting bank accounts.
2. Provide PCI-DSS Compliant terminals.
3. Process all transactions through payment channels as requested.
4. Provide e-check services.
5. Provide electronic authorization, data capture and settlement services for all Visa, MasterCard, Discover, credit and debit transactions.
6. Offer next business day funding.
7. Accommodate multiple settlements to bank accounts at the MID level.
8. Provide customizable daily, online reporting for prior day activity, transaction details and settlement information for merchants at no additional cost to the County.
9. Provide training to staff for online reporting.
10. Provide various security administrators to add/delete users to online reporting.
11. Provide returned items by electronic file if requested by merchant at no additional charge.
12. Provide a relationship manager with at least five years of experience handling government credit card accounts.
13. Conduct annual merchant relationship reviews.
14. Conduct annual PCI-DSS compliance reviews of County-wide activity and confirm compliance.
15. Provide an implementation manager to facilitate on-site installation of products and services at times convenient to merchant.

16. Provide resources, recommendations and training to merchants to understand, utilize, integrate and implement current service provider software, products and services, including providing training by telephone, internet, or onsite.
17. Provide a toll-free customer service number to track and resolve problems reported by merchants, citizens, and users. Customer service should be provided at no additional charge.
18. Answer all public inquiries regarding functionality while merchants will answer inquiries regarding electronic payment processing issues (including acceptance, reversal, duplicate or fraudulent charges, etc.).
19. Integrate applications through payment channels listed at no additional cost to the County.
20. Support IVR and Internet payment applications and ensure 24/7 availability through the County's official web site.
21. Respond to all merchant inquiries regarding problems and usage of payment applications, terminal, software, settlement and processing.
22. Provide various financial reports, including volume, discounts and fees, when requested by any merchant or the Department of Financial Services.
23. Provide cost and transaction analysis by card type and Merchant ID, upon request.
24. Apply merchant processing fees to net sales only.
25. Debit processing fees from the bank accounts specified by the Department of Financial Services.
26. Provide broadcast messages to Gwinnett end users alerting of systematic, maintenance or operational problems which impact all areas of processing, reporting, settlement and service at no additional charge.
27. Ensure that all PCI Point-to Point Encryption (P2PE) requirements are met, including any P2PE requirements performed by third-party organizations on behalf of the solution provider and work with the County to minimize the collection of personal information.
28. Service Provider will ensure the security and privacy of all transaction-related data and will not share any data with third party organizations. The County will own all user data provided and collected.
29. Employ tokenization to submit and process transactions without needing to store the actual payment card details.
30. **Demonstrate Level 1 compliance with the Payment Card Industry Data Security Standards (PCI DSS) requirements to protect cardholder data. Provide a Report on Compliance (ROC).**
31. Participate in the Visa and MasterCard Convenience/Managed Service Fee Programs.
32. Implement highly secured systems using strong cryptography and/or secure protocols to protect the integrity and confidentiality of payment transactions and data.
33. Ensure that payment applications comply with the PA-DSS and implement real-time and/or batch processing methods for importing data from the County's own systems and exporting data processed through the payment applications back to the County's systems. All implementation or development should be provided at no additional cost to the County.
34. Provide monthly progress reports to the Department of Financial Services of problems resolved during the prior month and open issues pending with an anticipated completion date.
35. Transmit electronic files for the daily transaction detail and summary reports to County or make them available for County to download no later than 8:00 AM EST the next business day after a debit or credit card transaction. The Service Provider will provide transaction listings, deposit summaries and work with individual merchants to provide custom reports, at no additional cost.
36. Deliver user and technical documentation required for County merchants to use and leverage the payment solutions provided.
37. Provide e-mail notification same day of electronic transmission failure, at no additional cost.
38. Assist County in testing solutions, products and services before offering to the public, at no additional cost to the County.
39. Connect to gateway using HTTPS POST method and/or WEBSERVICES and ensure automated data transfers using Secure FTP (SFTP) for nightly batch payment processing.

- 40. Deposit funds due to merchants based upon processing requirements, existing systems, real time or batch environment. **The County prefers funding no more than 24 hours after transaction date. If funding is delayed for 3-5 days, it must be collateralized per Georgia State Collateralization requirements.**
- 41. Service Provider will review merchant applications and determine if merchant is a suitable candidate to participate in a managed service fee program. If determined to be a suitable candidate, the service provider will work with merchant to identify, implement, train, test and rollout program, at no additional cost to the County.
- 42. Service Provider will send chargeback notifications to merchant as chargebacks occur in the format (fax, mail, e-mail) requested by individual merchants.
- 43. Service Provider will provide online chargeback management capability at no additional cost.
- 44. Service Provider will send monthly chargeback report itemized by Merchant ID.
- 45. Provide processing through various systems at no additional cost to the County.

D. Other Accounts

The merchants described herein constitute the MID's required and requested at this time. Information provided in this Request for Proposal will be used by the new processor to establish and implement service for merchants.

The service provider will agree to provide additional MID's as requested by any Office of a Gwinnett County elected official, Court, agency, or any Gwinnett County Department, through the Department of Financial Services - Treasury Division, in accordance with the pricing terms proposed in response to this Request for Proposal.

E. Other Services

The Gwinnett County Department of Financial Services - Treasury Division will approve additional service and merchant identification requests and associated charges not specifically requested or outlined in this document.

The awarded service provider will assist in transitioning current merchant services processing on a pre-determined, staggered implementation schedule as set by the Treasury Division.

At contract termination date, the service provider will continue to operate as contracted and assist in transferring and transitioning merchant operations and processing to the new awarded service provider, with pricing to remain intact.

PROPOSAL FORMAT

Questions and Answers – please type answers to Questions in format provided below:

Qualifications – Tab A – 10 Points

- 1. Introductions
 - a. Name of Company
 - b. Relationship management team org chart
 - i. biographical information
 - ii. contact information
 - iii. roles and responsibilities
 - c. Contact information for customer service manager
 - d. Contact information for information technology manager
 - e. Total number of active tier-3 support clients
 - f. Address for proposed processor site

2. Company Overview

- a. Detail company's experience, including the number of years providing the types of products/service under consideration. What key attributes, qualifications and skills does company possess? What is company's experience with utility clients? Why should your company be selected? Discuss company's representation on MasterCard, Visa or other boards or committees.
- b. Has company ever filed for bankruptcy? If yes, what is the status of the bankruptcy filing?
- c. Has company ever experienced a loss of customer data? If yes, please describe the incident(s).
- d. Please provide the monthly overall volume of merchant processing transactions of company's largest customer.

3. Third Party Processing

Please explain if your company will provide all services for Gwinnett County or if there will be third parties involved. Include copies of third party processing agreements.

- a. If company contracts with a third party, please describe the years of service the company has been doing business with the third party and the relationship.
- b. How will the County be assured of service quality and responsiveness?
- c. Will Gwinnett County be required to contract with any networks or associations directly for processing services, settlement services, or both as a condition of your company providing processing services? If so, please include agreements.
- d. If there is a third party processor used, list the escalation method and contact list for resolution of issues related to settlement, banking debits/credits, duplicate charges, and network issues. If an Independent Service Organization (ISO) is utilized, they must be PCI compliant and provide attestation.

Understanding of Proposal – Tab B – 30 Points

1. Customer Service

- a. Discuss the customer service function. How does company resolve merchant and citizen inquiries? Include performance measurements for tracking service calls and resolving problems. Include hours of operation. Is this customer service function outsourced or performed in-house? Include an escalation contact list outlining detailed positions and responsibilities. Will Gwinnett County be assigned one main customer service representative that is familiar with our account instead of going through a call center?
- b. Does company provide a regionally-based support engineer as a single point of contact with a direct contact number? If no, please describe the geographical locations of the support engineers that will be available 24x7x365 for critical issues.
- c. Does company provide a 15-minute guaranteed SLA response time for a senior engineer to begin working a critical issue? Is this available 24x7x365? If so, please describe.

2. Account Management

- a. Does company provide e-mail notification whenever systems, processors or reporting sites are down? Does your company provide notification to users of anticipated system maintenance?
- b. What methods or tools are in place to ensure the County is optimizing costs on an ongoing basis to keep up industry standards?
- c. What procedures are in place for ensuring transactions qualify for the lowest interchange category? Will notification of interchange qualifications be provided? What opportunities are provided to improve interchange qualifications?
- d. What specific feedback and suggestions is regularly provided to merchants to improve quality, reduce charge-backs, introduce system or process modifications, advise of regulatory or compliance changes?
- e. Explain the process for adding new locations and closing existing locations (e.g. assignment of merchant identification numbers).
- f. Describe how billing issues are resolved.

3. Debit card processing

- a. Describe company's experience in debit card processing capabilities and the debit networks your company supports.
- b. Can your company program a debit card transaction to the lowest cost network? Explain.
- c. Does company offer both PIN based and PIN-less based debit transactions on the internet?

4. Charge-backs, Disputes, Refunds

Describe system and procedures for handling charge-backs, and disputes. Discuss delivery methods available for notification to Gwinnett merchants. Describe how refunds are processed. What support will be provided in defending charges? What percent of charge-backs are resolved without merchant involvement? The County prefers an electronic medium for transmitting chargeback and dispute information. How will your company accommodate? The County also requires a monthly reporting on a 12 month rolling calendar to distribute to merchants. This monthly report includes all pending chargebacks itemized by Merchant ID.

5. Value-Added Services

Please propose any additional value-added services or products that the County might consider and include pricing in the Fee Schedule (to be submitted in a separate sealed envelope).

Technical Merit – Tab C – 30 Points

1. Information Technology Service

- a. Provide an organization chart of your company's Information Technology group. Discuss roles and responsibilities. Describe how Information Technology Group accommodated specific or customized services for clients in the past two years. Discuss those specific client requests including development, programming, consulting services provided and associated costs and the outcome.

- b. Has system been penetration tested by an external provider? If so, when was it last done? How often is this done? Provide a copy or summary of the report.
- c. What is the average system uptime? Is this regional or for the entire service area? How does your company define/calculate "uptime" and is there any exceptions, e.g. scheduled maintenance?
- d. Please state the total number of tier-3 support tickets closed in the past year as a company, and for the services under consideration. Do not include tickets related to consulting, managed services, etc.

2. Implementation Plan

Describe the conversion plan for Gwinnett County to ensure a smooth and successful transition should your company be selected.

3. Disaster Recovery/Contingency Plan

Describe this plan. Explain "hot-site" back up capabilities in the event of a complete site failure. What is the expected time frame to become operational should a catastrophic event occur? How often does your company test disaster recovery and contingency plans? When did your company last test these plans due to a real event? What was the outcome?

4. PCI-DSS Compliance

What type of information will be provided to confirm PCI-DSS compliance? Include copies of certificates of compliance with Payment Card Industry Data Security Standards, VISA Cardholder Information Security Program (CISP), Payment Card Industry Data Security Standard (PCI-DSS) as of December 31, 2018.

5. Tokenization

Describe what information is required to implement a tokenization program.

6. Testing, Certification and Test System

- a. Describe in detail requirements for certification of new or existing hardware or software. Costs, if any, associated with this certification should be included in the fee schedule.
- b. Describe in detail your company's test system environment. Provide day(s) and time(s) of availability. What is the process for handling test transactions outside of implementation? Does company provide test cards and if so, what types? What reports and file transmissions exist for test transactions? Does company provide test sites or servers?
- c. Does company provide deployment and encryption services? If yes, are services provided by a third party provider or performed directly by your company? Describe how maintenance/deployment processes are to be handled during the contract period.
- d. Gwinnett County merchants should be able to connect to the gateway using HTTPS POST method (request and response parameters) and/or Web services. Which application does your company utilize?

7. Processing Environment Authorizations

- a. Provide a schematic diagram of network links, communication equipment and processor components. Include network protocols and transmission methods. Which of these services are performed by third parties?
- b. Does your company have a system for Voice Authorization? Please explain what information is required from the calling party? Does your company provide a toll free number? What are the hours of operation? Are calls monitored for quality assurance?
- c. Provide a diagram of company's processing environment including:
 - Communication type
 - Connections to networks
 - Associations
 - Redundancies
 - Current host processing system capacity
 - Current host processing system scalability
- d. What authorization message format(s) does company's system require or support?
- e. What communications protocol(s) does company's system require or support?
- f. Who is responsible for providing communication equipment, routers, switches, etc. between your company's host and the County's merchants?
- g. Describe procedure for acquisition of any hardware or software required to support proposed processing solution.

8. Settlement Services

- a. Please provide batch closing options by time/day. What is the latest time transactions can be submitted for next day settlement?
- b. Please explain how settlement is handled on weekdays, weekends, and holidays. Include in explanation any basic timing assumptions that can clarify settlement. Provide staggered settlement options and options for manual settlement if needed.
- c. Must a merchant close batches, or is there an automated process that controls batch closure? Please explain.
- d. Does the system have an automatic cutoff if a merchant has not performed a POS end-of-day? At what time? Does your company have a batch reconciliation department that handles these transactions? How are these batch reconciliations communicated?
- e. Include a settlement schedule for credit card, debit and e-check transactions.

9. Compliance

Provide a copy of your company's latest SAS70 Audit and 2018 Annual Report.

Contents for this question should be placed in an envelope marked Compliance, Tab C - Question 9 with your company's name, date and RP number and included with your technical proposal.

References – Tab D – 10 Points

Gwinnett County requires that a minimum of three (3) references be submitted for work performed for public sector clients similar in both size and scope as that of Gwinnett County. If public sector clients are not serviced, corporate clients that are similar in size and scope of service may be utilized.

These references should include the entity name, size, and contact information (phone, E-mail). List size of relationship (total sales and total volume); number of merchants in relationship; length of time relationship has been managed; name of relationship manager assigned. Please make sure the reference contact information is correct.

Cost Proposal & Project Implementation Cost Schedules – 20 Points

Within the sealed proposal package, the “**cost proposal**” should be enclosed in a separate sealed envelope to from the technical proposal and marked with your company name, the proposal number and labeled “**PROPOSAL FEE AND PROJECT IMPLEMENTATION COST SCHEDULES.**” Proposals sent via facsimile or e-mail will not be considered.

Gwinnett County seeks to provide the best service at the lowest possible cost to the County. Please explain how you will achieve this.

SELECTION PROCESS

Proposals will be evaluated based on their relative responsiveness to the criteria described above and with the following values assigned:

Criteria	Tab	Points
Phase I		
Qualifications – evaluation of Company Information, Company Overview and Third Party Processing.	A	10
Understanding of Proposal - demonstrated understanding of RFP requirements; customer service; account management; debit card processing; charge-backs, disputes, refunds; and value-added services.	B	30
Technical Merit – Information technology service; disaster recovery/contingency plan; PCI-DSS compliance; tokenization; testing, certification and test system; processing environment authorizations; and settlement services	C	30
References - demonstrated experience and expertise of service to public sectors similar in size, scope and nature.	D	10
Sub-Total		80
Phase II		
Cost Proposal (Sealed Separately)		20
TOTAL		100
Phase III		
Optional Interview		10
Potential TOTAL with Optional Interview		110

Phase One: Evaluation Committee will evaluate responses according to Service Provider’s Qualifications, Understanding of Proposal, Technical Merit and References, scoring and ranking the proposals. The Evaluation Committee may short list the highest ranking proposers, opening only the fee schedules of the Service Providers making the short list.

Phase Two: Fee proposals will be opened and scored and the results will be combined with the results of Step One scoring. After this scoring, a number of the highest ranking proposers may then be short listed. This would be at the discretion of the Evaluation Committee.

Phase Three: At the discretion of the Evaluation Committee, interviews may be requested to offer a brief explanation of the Service Provider's services and how the Service Provider proposes to provide these services for the County. All costs associated with the interview (if required) will be at the expense of the proposing Service Provider. The proposals will be evaluated to select the Service Providers that rate the highest according to the criteria as indicated. The selection of the awarded Service Provider shall be the combined highest scores from all the evaluation criteria. The County reserves the right to negotiate with the selected Service Providers for rates and concessions that are in the best interest of the County.

Failure to return this page as part of the proposal document may result in rejection of proposal.

**(SUBMIT IN A SEPARATE SEALED ENVELOPE)
PROPOSAL FEE SCHEDULE**

PRICING YEAR 1 (November1, 2019 – December 31, 2019)

Using the volume and transaction data provided, calculate total annual fees. Include the percentage and dollar value used in calculating fees. Include any ancillary monthly fees required for normal maintenance of account MID, reports, internet access, chargebacks, PCI-DSS compliance, etc.

Typical Monthly Transaction Volume (Assumptions)			
Network	Amount	Transactions	Average Ticket
Discover	\$265,000	2,900	\$91.38
Interlink	\$716,000	7,200	\$99.44
Maesto	\$225,000	2,100	\$107.14
Master Card	\$3,300,000	25,000	\$132.00
Nyse POS Debit	\$2,200	25	\$88.00
Pulse Regional POS Debit	\$6,700	60	\$111.37
Visa	\$8,700,000	85,000	\$102.35

Pricing Model (please place "X" in one)

Interchange-Plus _____

Subscription _____

Tiered _____

Flat-Rate _____

Transactional Card Payment Fees

Processor's Rate Markup _____ %

Authorization Fee Per Item \$ _____

Scheduled Card Payment Fees

Monthly \$ _____

Annual \$ _____

Statement \$ _____

Online Reporting \$ _____

Monthly Minimum \$ _____

Terminal/Equipment \$ _____

POS Software \$ _____

Payment Gateway \$ _____

PCI Compliance \$ _____

IRS Reporting \$ _____

Incidental Fees

Application\Setup \$ _____

Early Termination \$ _____

Account Closure \$ _____

Address Verification Service \$ _____

Voice Auauthorization \$ _____

Retrieval Request \$ _____

Chargeback \$ _____

Batch \$ _____

Non-Sufficient Funds \$ _____

PCI Compliance \$ _____

COMPANY NAME _____

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**(SUBMIT IN A SEPARATE SEALED ENVELOPE)
PROPOSAL FEE SCHEDULE**

PRICING YEAR 2 (January 1, 2020 – December 31, 2020)

Using the volume and transaction data provided, calculate total annual fees. Include the percentage and dollar value used in calculating fees. Include any ancillary monthly fees required for normal maintenance of account MID, reports, internet access, chargebacks, PCI-DSS compliance, etc.

Typical Monthly Transaction Volume (Assumptions)			
Network	Amount	Transactions	Average Ticket
Discover	\$265,000	2,900	\$91.38
Interlink	\$716,000	7,200	\$99.44
Maestro	\$225,000	2,100	\$107.14
Master Card	\$3,300,000	25,000	\$132.00
Nyse POS Debit	\$2,200	25	\$88.00
Pulse Regional POS Debit	\$6,700	60	\$111.37
Visa	\$8,700,000	85,000	\$102.35

Pricing Model (please place "X" in one)

Interchange-Plus _____

Subscription _____

Tiered _____

Flat-Rate _____

Transactional Card Payment Fees

Processor's Rate Markup _____ %

Authorization Fee Per Item \$ _____

Scheduled Card Payment Fees

Monthly \$ _____

Annual \$ _____

Statement \$ _____

Online Reporting \$ _____

Monthly Minimum \$ _____

Terminal/Equipment \$ _____

POS Software \$ _____

Payment Gateway \$ _____

PCI Compliance \$ _____

IRS Reporting \$ _____

Incidental Fees

Application\Setup \$ _____

Early Termination \$ _____

Account Closure \$ _____

Address Verification Service \$ _____

Voice Auauthorization \$ _____

Retrieval Request \$ _____

Chargeback \$ _____

Batch \$ _____

Non-Sufficient Funds \$ _____

PCI Compliance \$ _____

COMPANY NAME _____

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**(SUBMIT IN A SEPARATE SEALED ENVELOPE)
PROPOSAL FEE SCHEDULE**

PRICING YEAR 3 (January 1, 2021 – December 31, 2021)

Using the volume and transaction data provided, calculate total annual fees. Include the percentage and dollar value used in calculating fees. Include any ancillary monthly fees required for normal maintenance of account MID, reports, internet access, chargebacks, PCI-DSS compliance, etc.

Typical Monthly Transaction Volume (Assumptions)			
Network	Amount	Transactions	Average Ticket
Discover	\$265,000	2,900	\$91.38
Interlink	\$716,000	7,200	\$99.44
Maestro	\$225,000	2,100	\$107.14
Master Card	\$3,300,000	25,000	\$132.00
Nyse POS Debit	\$2,200	25	\$88.00
Pulse Regional POS Debit	\$6,700	60	\$111.37
Visa	\$8,700,000	85,000	\$102.35

Pricing Model (please place "X" in one)

Interchange-Plus _____

Subscription _____

Tiered _____

Flat-Rate _____

Transactional Card Payment Fees

Processor's Rate Markup _____ %

Authorization Fee Per Item \$ _____

Scheduled Card Payment Fees

Monthly \$ _____

Annual \$ _____

Statement \$ _____

Online Reporting \$ _____

Monthly Minimum \$ _____

Terminal/Equipment \$ _____

POS Software \$ _____

Payment Gateway \$ _____

PCI Compliance \$ _____

IRS Reporting \$ _____

Incidental Fees

Application\Setup \$ _____

Early Termination \$ _____

Account Closure \$ _____

Address Verification Service \$ _____

Voice Aauthorization \$ _____

Retrieval Request \$ _____

Chargeback \$ _____

Batch \$ _____

Non-Sufficient Funds \$ _____

PCI Compliance \$ _____

COMPANY NAME _____

Failure to return this page as part of the proposal document may result in rejection of proposal.

**(SUBMIT IN A SEPARATE SEALED ENVELOPE)
PROPOSAL FEE SCHEDULE**

PRICING YEAR 4 (January 1, 2022 – December 31, 2022)

Using the volume and transaction data provided, calculate total annual fees. Include the percentage and dollar value used in calculating fees. Include any ancillary monthly fees required for normal maintenance of account MID, reports, internet access, chargebacks, PCI-DSS compliance, etc.

Typical Monthly Transaction Volume (Assumptions)			
Network	Amount	Transactions	Average Ticket
Discover	\$265,000	2,900	\$91.38
Interlink	\$716,000	7,200	\$99.44
Maestro	\$225,000	2,100	\$107.14
Master Card	\$3,300,000	25,000	\$132.00
Nyse POS Debit	\$2,200	25	\$88.00
Pulse Regional POS Debit	\$6,700	60	\$111.37
Visa	\$8,700,000	85,000	\$102.35

Pricing Model (please place "X" in one)

Interchange-Plus _____

Subscription _____

Tiered _____

Flat-Rate _____

Transactional Card Payment Fees

Processor's Rate Markup _____ %

Authorization Fee Per Item \$ _____

Scheduled Card Payment Fees

Monthly \$ _____

Annual \$ _____

Statement \$ _____

Online Reporting \$ _____

Monthly Minimum \$ _____

Terminal/Equipment \$ _____

POS Software \$ _____

Payment Gateway \$ _____

PCI Compliance \$ _____

IRS Reporting \$ _____

Incidental Fees

Application\Setup \$ _____

Early Termination \$ _____

Account Closure \$ _____

Address Verification Service \$ _____

Voice Auauthorization \$ _____

Retrieval Request \$ _____

Chargeback \$ _____

Batch \$ _____

Non-Sufficient Funds \$ _____

PCI Compliance \$ _____

COMPANY NAME _____

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**(SUBMIT IN A SEPARATE SEALED ENVELOPE)
PROPOSAL FEE SCHEDULE**

PRICING YEAR 5 (January 1, 2023 – December 31, 2023)

Using the volume and transaction data provided, calculate total annual fees. Include the percentage and dollar value used in calculating fees. Include any ancillary monthly fees required for normal maintenance of account MID, reports, internet access, chargebacks, PCI-DSS compliance, etc.

Typical Monthly Transaction Volume (Assumptions)			
Network	Amount	Transactions	Average Ticket
Discover	\$265,000	2,900	\$91.38
Interlink	\$716,000	7,200	\$99.44
Maestro	\$225,000	2,100	\$107.14
Master Card	\$3,300,000	25,000	\$132.00
Nyse POS Debit	\$2,200	25	\$88.00
Pulse Regional POS Debit	\$6,700	60	\$111.37
Visa	\$8,700,000	85,000	\$102.35

Pricing Model (please place "X" in one)

Interchange-Plus _____

Subscription _____

Tiered _____

Flat-Rate _____

Transactional Card Payment Fees

Processor's Rate Markup _____ %

Authorization Fee Per Item \$ _____

Scheduled Card Payment Fees

Monthly \$ _____

Annual \$ _____

Statement \$ _____

Online Reporting \$ _____

Monthly Minimum \$ _____

Terminal/Equipment \$ _____

POS Software \$ _____

Payment Gateway \$ _____

PCI Compliance \$ _____

IRS Reporting \$ _____

Incidental Fees

Application\Setup \$ _____

Early Termination \$ _____

Account Closure \$ _____

Address Verification Service \$ _____

Voice Authorization \$ _____

Retrieval Request \$ _____

Chargeback \$ _____

Batch \$ _____

Non-Sufficient Funds \$ _____

PCI Compliance \$ _____

COMPANY NAME _____

Failure to return this page as part of the proposal document may result in rejection of proposal.

**(SUBMIT IN A SEPARATE SEALED ENVELOPE)
PROPOSAL FEE SCHEDULE**

PRICING YEAR 6 (January 1, 2024 – December 31, 2024)

Using the volume and transaction data provided, calculate total annual fees. Include the percentage and dollar value used in calculating fees. Include any ancillary monthly fees required for normal maintenance of account MID, reports, internet access, chargebacks, PCI-DSS compliance, etc.

Typical Monthly Transaction Volume (Assumptions)			
Network	Amount	Transactions	Average Ticket
Discover	\$265,000	2,900	\$91.38
Interlink	\$716,000	7,200	\$99.44
Maestro	\$225,000	2,100	\$107.14
Master Card	\$3,300,000	25,000	\$132.00
Nyse POS Debit	\$2,200	25	\$88.00
Pulse Regional POS Debit	\$6,700	60	\$111.37
Visa	\$8,700,000	85,000	\$102.35

Pricing Model (please place "X" in one)

Interchange-Plus _____

Subscription _____

Tiered _____

Flat-Rate _____

Transactional Card Payment Fees

Processor's Rate Markup _____ %

Authorization Fee Per Item \$ _____

Scheduled Card Payment Fees

Monthly \$ _____

Annual \$ _____

Statement \$ _____

Online Reporting \$ _____

Monthly Minimum \$ _____

Terminal/Equipment \$ _____

POS Software \$ _____

Payment Gateway \$ _____

PCI Compliance \$ _____

IRS Reporting \$ _____

Incidental Fees

Application\Setup \$ _____

Early Termination \$ _____

Account Closure \$ _____

Address Verification Service \$ _____

Voice Authorization \$ _____

Retrieval Request \$ _____

Chargeback \$ _____

Batch \$ _____

Non-Sufficient Funds \$ _____

PCI Compliance \$ _____

COMPANY NAME _____

Failure to return this page as part of the proposal document may result in rejection of proposal.

(SUBMIT IN A SEPARATE SEALED ENVELOPE)

PROPOSAL FEE SCHEDULE (Continued)

NOTE: Pricing for the total multi-year contract will be taken into consideration in determining award.

The services to be performed under this Agreement shall commence on December 1, 2019 or upon approval by the Board of Commissioners. The initial term of this Agreement shall be through December 31, 2019. This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the contract. In addition, the County has the sole right to terminate this contract absolutely and without further obligation on its part at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed. The contract shall automatically renew unless positive action is taken by the County to terminate the contract for a **total lifetime Agreement term of five (5) years and one month**, upon the same terms and conditions.

COMPANY NAME _____

Failure to return this page as part of the proposal document may result in rejection of proposal.

SERVICE PROVIDER INFORMATION

Please include this page as part of the proposal document and NOT with the Fee Proposal

Service Provider has examined the proposal package, and following addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

Termination for Cause: The County may terminate this agreement for cause upon ten days prior written notice to the service provider of the service provider's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

Termination for Convenience: The County may terminate this agreement for its convenience at any time upon 30 days written notice to the service provider. In the event of the County's termination of this agreement for convenience, the service provider will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the service provider, which shall itemize each element of performance.

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within one hundred twenty (120) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the fee schedule.

Certification of Non-Collusion in Proposal Preparation _____

Signature

Date

Legal Business Name _____

(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)

Federal Tax ID _____

Address _____

Does your company currently have a location within Gwinnett County? Yes No

Representative Signature _____ Printed Name _____

Telephone Number _____ Fax Number _____ E-mail address _____

Failure to return this page as part of the proposal document may result in rejection of proposal.

REFERENCES

Service Provider shall include at least three (3) references for public sector clients similar in both size and scope as that of Gwinnett County. If public sector clients are not serviced, corporate clients that are similar in size and scope of service may be utilized.

1. Name of Entity _____
 Size of Entity _____
 Total Sales \$ _____ Total Volume _____
 Number of Merchants _____ Length of Time _____
 Contact Person _____ Telephone _____
 E-Mail Address _____

2. Name of Entity _____
 Size of Entity _____
 Total Sales \$ _____ Total Volume _____
 Number of Merchants _____ Length of Time _____
 Contact Person _____ Telephone _____
 E-Mail Address _____

3. Name of Entity _____
 Size of Entity _____
 Total Sales \$ _____ Total Volume _____
 Number of Merchants _____ Length of Time _____
 Contact Person _____ Telephone _____
 E-Mail Address _____

COMPANY NAME _____



CODE OF ETHICS AFFIDAVIT

(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. _____
(Company Submitting Bid/Proposal)

2. (Please check one box below)

- .. No information to disclose *(complete only section 4 below)*
- .. Disclosed information below *(complete section 3 & section 4 below)*

3. (if additional space is required, please attach list)

Gwinnett County Elected Official Name	Gwinnett County Elected Official Name
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name

4.	Sworn to and subscribed before me this
BY: _____	_____ day of _____, 20____
Authorized Officer or Agent Signature	
_____	_____
Printed Name of Authorized Officer or Agent	Notary Public

Title of Authorized Officer or Agent of Contractor	(seal)

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at www.gwinnettcountry.com





**CONTRACTOR AFFIDAVIT AND AGREEMENT
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)**

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 201____

Notary Public
My Commission Expires: _____

For Gwinnett County Use Only:
Document ID # _____
Issue Date: _____
Initials: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



GENERAL CONDITIONS
To Service Provider AGREEMENT

Article

- 1 Definitions
- 2 Contract Documents
- 3 Changes and Extra Work
- 4 Personnel and Equipment
- 5 Accuracy of Work
- 6 Findings Confidential
- 7 Termination of Agreement for Cause
- 8 Termination for Convenience of the COUNTY
- 9 SERVICE PROVIDER to Cooperate with other SERVICE PROVIDERS
- 10 Indemnification
- 11 Covenant Against Contingent Fees
- 12 Insurance
- 13 Prohibited Interests
- 14 Subcontracting
- 15 Assignability
- 16 Equal Employment Opportunity
- 17 Anti-Kickback Clause
- 18 Audits and Inspectors
- 19 Ownership, Publication, Reproduction and Use
- 20 Verbal Agreement or Conversation
- 21 Independent Service provider
- 22 Notices

1 DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

- 1.1 COUNTY-means Gwinnett County, Georgia, a political subdivision of the State of Georgia.
- 1.2 SUPPLEMENTAL AGREEMENT-means a written order to SERVICE PROVIDER signed by COUNTY and accepted by SERVICE PROVIDER, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.
- 1.3 CONTRACT-means the Agreement Documents specifically identified and incorporated herein by reference in Section 2, CONTRACT DOCUMENTS.
- 1.4 AGREEMENT EXECUTION-means the date on which SERVICE PROVIDER executes and enters into an Agreement with the COUNTY to perform the Work.
- 1.5 AGREEMENT PRICE-means the total monies, adjusted in accordance with any provision herein, payable to the SERVICE PROVIDER under this Agreement.
- 1.6 CONTRACT TIME-means the period of time stated in this Agreement for the completion of the Work.
- 1.7 SERVICE PROVIDER-means the party or parties contracting directly with the COUNTY to perform Work pursuant to this Agreement.
- 1.8 DEPARTMENT- means the Director or designee of requesting department(s) named in this solicitation.
- 1.9 DRAWINGS-means collectively, all the drawings, receipt of which is acknowledged by the COUNTY, listed in this Agreement, and also such supplementary drawings as the SERVICE PROVIDER may issue from time to time in order to clarify or explain such drawing or to show details which are not shown thereon.
- 1.10 SPECIFICATIONS-means the written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.
- 1.11 SUBSERVICE PROVIDER-means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with SERVICE PROVIDER or with any of its subservice providers at any tier to provide a part of the Work called for by this Agreement.
- 1.12 WORK-means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by SERVICE PROVIDER under this Agreement.
- 1.13 LIAISON-Representative of the COUNTY who shall act as Liaison between the County and the SERVICE PROVIDER for all matters pertaining to this Agreement, including review of SERVICE PROVIDER'S plans and work.

2 CONTRACT DOCUMENTS

2.1 LIST OF DOCUMENTS

The Agreement, any required bonds, the General Conditions, the Appendices, the Detailed Scope of Work, the Specifications, the Drawings, the Exhibits, and all Agreement Supplemental Agreements shall constitute the Agreement Documents.

2.2 CONFLICT AND PRECEDENCE

2.2.1 The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Supplemental Agreements
2. Agreement
3. General Conditions
4. Detailed Scope of Work
5. Specifications
6. Drawings

3 CHANGES AND EXTRA WORK

The COUNTY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the SERVICE PROVIDER'S compensation, which are mutually agreed upon by and between the COUNTY and the SERVICE PROVIDER, shall be incorporated in written Supplemental Agreements to the Agreement.

4 PERSONNEL AND EQUIPMENT

The SERVICE PROVIDER represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the COUNTY. Primary liaison with the COUNTY will be through its designee. All of the services required hereunder will be performed by the SERVICE PROVIDER under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

The SERVICE PROVIDER shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work; and further shall employ only qualified surveyors in responsible charge of any survey work.

The SERVICE PROVIDER shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration, being in the full employ of the SERVICE PROVIDER and responsible for the work prescribed by this Agreement.

5 ACCURACY OF WORK

The SERVICE PROVIDER shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensations.

Acceptance of the work by the COUNTY will not relieve the SERVICE PROVIDER of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6 FINDINGS CONFIDENTIAL

The SERVICE PROVIDER agrees that its conclusions and any reports are for the confidential information of the COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the COUNTY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by the SERVICE PROVIDER pursuant thereto shall become the property of the COUNTY and be delivered to the DEPARTMENT.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the COUNTY.

It is further agreed that if any information concerning the PROJECT, its conduct, results, or data gathered or processed should be released by the SERVICE PROVIDER without prior approval from the COUNTY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the SERVICE PROVIDER, but should any such information be released by the COUNTY or by the SERVICE PROVIDER with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7 TERMINATION OF AGREEMENT FOR CAUSE

If through any cause the SERVICE PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the SERVICE PROVIDER shall violate any of the covenants, agreements or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the SERVICE PROVIDER of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid scheduler without prior approval of the COUNTY shall constitute cause for termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the SERVICE PROVIDER under this Agreement shall become the property of the COUNTY, and the SERVICE PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as determined by the COUNTY.

8 TERMINATION FOR CONVENIENCE OF THE COUNTY

The COUNTY may terminate this Agreement for its convenience at any time upon 30 days notice in writing to the SERVICE PROVIDER. If the Agreement is terminated by the COUNTY as provided in this Article 8, the SERVICE PROVIDER will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by the SERVICE PROVIDER which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

All such expenses shall be properly documented and submitted to the COUNTY for processing and payment. The County shall be the final authority in the event of any disputes over authorized costs between the COUNTY and the Service Provider.

9 SERVICE PROVIDERS TO COOPERATE WITH OTHER SERVICE PROVIDERS

If the COUNTY undertakes or awards other contracts for additional related work, the SERVICE PROVIDER shall fully cooperate with such other SERVICE PROVIDERS and the COUNTY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the COUNTY. The SERVICE PROVIDER shall not commit or permit any act which will interfere with the performance of work by any other SERVICE PROVIDER or COUNTY employees.

10 INDEMNIFICATION

SERVICE PROVIDER agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors or omissions of the SERVICE PROVIDER. SERVICE PROVIDER'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

SERVICE PROVIDER further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the SERVICE PROVIDER.

11 COVENANT AGAINST CONTINGENT FEES

The SERVICE PROVIDER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting

bona fide employees or bona fide established commercial or selling agencies maintained by SERVICE PROVIDER for the purpose of securing business and that the SERVICE PROVIDER has not received any non-COUNTY fee related to this Agreement without the prior written consent of the COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

12 INSURANCE

The SERVICE PROVIDER shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy (s) that will ensure and indemnify both GWINNETT COUNTY and SERVICE PROVIDER against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the SERVICE PROVIDER during the term of this Agreement. The liability under such insurance policy shall be not less than as stated in the Bid Proposal.

The SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, Professional Liability Insurance with a limit of not less than that as stated in the Bid Proposal.

Additionally, SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, automobile liability insurance with a limit of not less than that as stated in the Bid Proposal.

The policies shall be written by a responsible company(s), to be approved by the COUNTY, and shall be non-cancelable except on thirty-(30) days' written notice to the COUNTY. Such policies shall name the COUNTY as additional insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

13 PROHIBITED INTERESTS

13.1 Conflict of Interest: The SERVICE PROVIDER agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder.

13.2 Interest of Public Officials: No member, officer, or employee of the COUNTY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

14 SUBCONTRACTING

The SERVICE PROVIDER shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the DEPARTMENT's prior written approval of the subservice provider, except as may have been specifically stated in the SERVICE PROVIDER'S response to proposal per Exhibit A. The DEPARTMENT will not approve any subservice provider for work covered by this Agreement that has not been recommended for approval by the Department Director.

All subcontracts in the amount of \$5,000 or more shall include the provisions set forth in this Agreement.

15 ASSIGNABILITY

The SERVICE PROVIDER shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the COUNTY.

16 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the SERVICE PROVIDER agrees as follows: (1) the SERVICE PROVIDER will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the SERVICE PROVIDER will, in all solicitations or advertisements for employees placed by qualified applicants, receive

consideration for employment without regard to race, creed, color, sex or national origin; (3) the SERVICE PROVIDER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subservice provider, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

17 ANTI-KICKBACK CLAUSE

Salaries of architects, draftsmen, technical engineers and engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The SERVICE PROVIDER hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

18 AUDITS AND INSPECTORS

At any time during normal business hours and as often as the COUNTY may deem necessary, the SERVICE PROVIDER shall make available to the COUNTY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the COUNTY to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The SERVICE PROVIDER shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the COUNTY or any reviewing agencies, and copies thereof shall be furnished upon request. The SERVICE PROVIDER agrees that the provisions of this Article shall be included in any Agreements it may make with any subservice provider, assignee, or transferee.

19 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared pursuant to this Agreement are the property of the COUNTY. The COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The COUNTY shall hold harmless and indemnify the SERVICE PROVIDER against all claims arising out of such use of documents and materials without the SERVICE PROVIDER'S knowledge and consent.

20 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the COUNTY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the SERVICE PROVIDER to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

21 INDEPENDENT SERVICE PROVIDER

The SERVICE PROVIDER shall perform the services under this Agreement as an independent service provider and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the SERVICE PROVIDER or any of its agents or employees to be the agent, employee, or representative of the COUNTY.

22 NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

RP026-19
PROVISION OF MERCHANT PROCESSING SERVICES ON A
MULTI-YEAR CONTRACT

This **CONTRACT** made and entered into this _____ day of _____, 20__ by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the "County"), and, (Party of the Second Part, hereinafter called the "Service Provider").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:

The services for the provision of Merchant Processing Services to be performed under this Agreement shall commence on _____. The initial term of this Agreement shall be through December 31, 2019. This Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of execution and at the close of each succeeding calendar year of renewal, if renewed. This Agreement shall be automatically renewed upon the same terms and conditions unless the County terminates the Agreement on the day of the close of the calendar year in which it was executed or within sixty (60) days after the day of the close of the calendar year of execution or of each succeeding calendar year for which it may be renewed, for a total lifetime obligation of 5 years and 1 month. If applicable, title to any supplies, materials, equipment or other personal property shall remain in the vendor until fully paid for by the County. In addition, this Agreement will terminate immediately and absolutely when appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the Agreement. Any obligation of the County hereunder is only for such sums payable during the calendar year of execution or each calendar year of renewal, if renewed.

2. ATTACHMENTS:

This Contract shall consist of the Service Provider's bid/proposal and all Invitations to Bid/Proposals including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, Detailed Specifications, addenda, and change orders issued after execution of the Contract (hereinafter collectively referred to as the "Bid"), which are specifically incorporated herein by reference (Exhibit A). In the event of a conflict between the County's contract documents and the Service Provider's bid/proposal, the County's contract documents shall control.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

4. PRICE:

As full compensation for the performance of this Contract, the County shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the County pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this Contract shall be charged to the County in accordance with the rate schedule referenced in the Bid (Exhibit A). The County agrees to pay the Service Provider following receipt by the County of a detailed invoice, reflecting the actual work performed by the Service Provider.

5. INDEMNIFICATION AND HOLD HARMLESS:

Service Provider agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors, or omissions of the Service Provider. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

6. TERMINATION FOR CAUSE:

The County may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the County's rights or remedies provided by law.

7. TERMINATION FOR CONVENIENCE:

The County may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the County's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The County may unilaterally terminate this Contract due to a lack of funding at any time by written notice to the Consultant. In the event of the County's termination of this Contract for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the County in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Gwinnett County, Georgia.

14. MERGER CLAUSE:

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

(Signatures Next Page)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this CONTRACT to be signed, sealed and delivered.

GWINNETT COUNTY, GEORGIA

By: _____
Charlotte J. Nash, Chairman
Gwinnett County Board of Commissioners

ATTEST:

Signature
Diane Kemp, County Clerk
Board of Commissioners

APPROVED AS TO FORM:

Signature
Gwinnett County Staff Attorney

SERVICE PROVIDER: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ü Bodily Injury by Accident - \$100,000 each accident
 - ü Bodily Injury by Disease - \$500,000 policy limit
 - ü Bodily Injury by Disease - \$100,000 each employee

2. Commercial General Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ü 1986 (or later) ISO Commercial General Liability Form
 - ü Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ü Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ü Blanket Contractual Liability
 - ü Broad Form Property Damage
 - ü Severability of Interest
 - ü Underground, explosion, and collapse coverage
 - ü Personal Injury (deleting both contractual and employee exclusions)
 - ü Incidental Medical Malpractice
 - ü Hostile Fire Pollution Wording

3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, nonowned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability

4. Professional Liability Insurance - \$1,000,000 (project specific for the Gwinnett County project) limit of liability per claim/aggregate or a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - ü Insurance company must be authorized to do business in the State of Georgia.
 - ü Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04 or some other form)

5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability and Auto Liability policies.

6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.

7. Certificate Holder should read:
 - Gwinnett County Board of Commissioners
 - 75 Langley Drive
 - Lawrenceville, GA 30046-6935

8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
*See above note regarding Professional Liability

10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.

11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the county upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 8 above.

FAILURE TO RETURN THIS PAGE MAY RESULT IN REMOVAL OF YOUR COMPANY FROM COMMODITY LISTING.

RP026-19

Buyer Initials: MP

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

- Do not offer this product or service; remove us from your bidder's list for this item only.
- Specifications too "tight"; geared toward one brand or manufacturer only.
- Specifications are unclear.
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to meet insurance requirements
- Our schedule would not permit us to perform.
- Insufficient time to respond.
- Other

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

**GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR PROPOSERS, TERMS AND CONDITIONS**

I. PREPARATION OF PROPOSALS

- A. Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk.
- B. Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.
- C. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful proposer(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Reform and Enforcement Act, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

- A. Each proposer should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. EXPLANATION TO PROPOSERS

Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposals, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all proposers before the close of the proposal. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers. The written proposal document supersedes any verbal or written communication between the parties. Receipt of

addenda should be acknowledged in the proposal. **It is the proposer's responsibility to ensure that they have all applicable addenda prior to proposal submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to proposal submittal.

IV. SUBMISSION OF PROPOSALS

- A. Proposals shall be enclosed in a sealed package, addressed to the Gwinnett County Purchasing Office with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer's request and expense if testing does not destroy items.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identifications of each item proposed, including brand name, model, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer's literature may be furnished.
- F. The proposer must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned proposals will not be considered except in cases where proposal is enclosed with other documents that have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act.

V. WITHDRAWAL OF PROPOSAL DUE TO ERRORS

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

To withdraw a proposal after proposal opening, the supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of proposal. Withdrawal of bid bond for this reason must be done in writing. Suppliers who fail to request withdrawal of proposal by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid bond may not be withdrawn otherwise.

Proposal withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

VI. TESTING AND INSPECTION

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item that fails to meet the specifications shall be borne by the proposer.

VII. F.O.B. POINT

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. PATENT INDEMNITY

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

**IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS
(IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)**

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any proposal as required in the proposal package or document. **Failure to submit a bid bond with the proper rating will result in the proposal being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the proposal when required in the proposal package or document.**

X. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of proposal. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. AWARD

- A. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or

investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

- B. The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.
- D. In the event scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. In the event that negotiations with the highest ranked firm are unsuccessful the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/ services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

The County will furnish no material, labor or facilities unless so provided in the RFP.

XIV. REJECTION OF PROPOSALS

Failure to observe any of the instructions or conditions in this request for proposal shall constitute grounds for rejection of proposal.

XV. CONTRACT

Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety.

Any Service Provider as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, , by entering into such an arrangement or executing a contract that the Service Provider agrees to: (1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County (2) disclose to the County, any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the ethics affidavit, when ethics affidavit is required or such that may be discovered during the pending contract or arrangement; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud. Each proposer, if included in proposal documents, shall execute an affidavit of non-collusion. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

XIX. TERMINATION FOR CONVENIENCE

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

XX. DISPUTES

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS:

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XXII. INELIGIBLE PROPOSERS

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful proposer shall provide evidence of a valid Gwinnett County occupation tax certificate if the proposer maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County and out of State proposers are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE:

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List) and other problems or requirements related to Purchasing. The Purchasing Policy and Review Committee have authority to place suppliers and contractors on the Ineligible Source List for reasons listed in the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT:

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Susan Canon, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVII. TAX LIABILITY:

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63.

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform and Enforcement Act.

XXIX. SOLID WASTE ORDINANCE

No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation and orders.

XXX. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

XXXI. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the

performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

XXXII. CODE OF ETHICS:

"Proposer/Bidder" shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The "Proposer/Bidder" shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 60-33. The ordinance will be available to view in its entirety at www.gwinnettcounty.com

XXXIII. PENDING LITIGATION:

A proposal submitted by an individual, firm or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXXIV. ELECTRONIC PAYMENT

Vendors accepting procurements should select one of Gwinnett County's electronic payment options.

A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcounty.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.

- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

The County will send a Payment Advice notification via email for both payment types.

For more information about Electronic Payments, please go to the Treasury Division page on the County's Web Site or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and cross at the 4-way stop sign. The main public parking lot is on the left or behind the building. Click [Here](#), for additional information about parking. The Purchasing Division is located in the Administrative Wing.