

GWINNETT COUNTY DEPARTMENT OF FINANCIAL SERVICES PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935 O: 770.822.8720 | F: 770.822.8735 GwinnettCounty.com

September 25, 2024

REQUEST FOR PROPOSAL RP047-24

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified service providers for **Provision of Online and Toll-Free Court Payment Services on an Annual Contract** for the Gwinnett County Recorder's Court.

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 October 16, 2024, 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 firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

A <u>virtual pre-proposal conference is scheduled for 2:00 P.M. on October 3, 2024.</u> To access, dial 1-408-418-9388, enter Access Code 2343 651 5263. All proposers are strongly urged to attend.

<u>Questions</u> regarding proposals should be directed to Michael Milstein, Purchasing Associate II at <u>Michael.Milstein@GwinnettCounty.com</u> no later than **3:00 P.M. October 7, 2024**. Proposals are legal and binding upon the bidder when submitted. One unbound, single sided, original and five (5) bound copies, and one(1) electronic copy. All copies must be identical. Do not submit cost with electronic copy.

Successful consultants 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 the ADA Coordinator at the 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.

Michael Milstein Purchasing Associate II

Gwinnett County Request for Proposals (RFP)

Bus Shelter Advertising, Installation and Maintenance Services

A. GENERAL BACKGROUND INFORMATION

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals for the Provision of Online and Toll-Free Court Payment Services on an Annual Contract on behalf of the Gwinnett County Recorder's Court. It is the County's desire to contract with one service provider to provide seamless and convenient online payment services to the clients of the Gwinnett County Recorder's Court in order for them to be able to pay their traffic tickets and citations using credit cards, debit cards, electronic cards, electronic check (ACH) payment or by utilizing a cash payment.

Recorder's Court handles traffic citations that are written by the Gwinnett County Police Department, Gwinnett County Sheriff's Department, Georgia Department of Driver Services, and the Georgia Department of Transportation. Recorder's Court also handles all Gwinnett County code ordinance violations, such as citations written by Gwinnett County Animal Control, the Planning and Zoning/Inspection Department, the Business License Department, and the Environmental Health Department. The Gwinnett County Recorder's Court Clerk's Office received more than 58,386 citations last year.

By submitting a proposal service providers certify that they are qualified, capable, and otherwise responsive and responsible business entity that has not filed bankruptcy and have adequate technical and financial resources to meet the performance of the services being requested. They are certified as in compliance with all payment card industry standards (PCI) and will remain so throughout the life of the contract. Service providers submitting a proposal must clearly demonstrate its ability to not only provide a comprehensive solution, but also maintain a high level of court client service.

Firms are encouraged to submit clear and concise responses and excessive length, extraneous information is discouraged. In an effort to ensure our ability to evaluate and choose a successful service provider for this project, respondents are encouraged to be responsive to the specific range of issues requested in this solicitation. Submission of excessive "boiler plate" information, including sales brochures, is discouraged, unless an example is requested.

All costs related to the preparation and submission of the proposal shall be borne by the service provider.

BACKGROUND INFORMATION

In 2023 there were 18,181 web payments, 3,999 IVR payments and 395 payments made to live agents totaling \$3,061,051. The County's current internet payment system can be viewed at: http://gwinnettrecorderscourtpmts.com.

B. SUCCESSFUL SERVICE PROVIDER

Gwinnett County Recorder's Court has implemented (Journal Technologies eCourt Version 2021.17-LTS) case management system (CMS) as the system of record. The proposed online payment system must be able to integrate and update with the system on a daily basis for all payments received. All services including integration with the court's case management system is to be provided at no cost to the Court or County.

It will be the service provider's responsibility to assure compatibility of the County's data files and transmittal medium to the service provider's computer system. The service provider shall bear all costs if necessary, for data conversion to make the system compatible with that of the service provider and any incidental costs related to the data transfer.

All information supplied by the County to the service provider shall be kept confidential and not disclosed to parties other than the service providers' employees on a need to know basis for the purpose of contract performance and to the defendant or court client.

The online payment service must be available for use by the court clients to pay their traffic tickets and citations on a 24-hour basis every day of the week including evenings, weekends, and holidays.

The service provider is responsible for designing and seeking the County's approval to modify the web page to provide information and links to the online portal. The modified portal will be designed in such a manner that the "look and feel" for the paying client when entering information and is one that is as if they are entering information and paying on the or through the Court's website. This will consist of building, hosting and maintaining a court-specific website with a unique URL approved by the Court. A link taking court clients to a third party portal is not preferred.

The service provider must accept payments made with MasterCard, Visa, Discover and American Express credit cards.

The service provider must accept online peer-to-peer payments (ie. PayPal or a similar e-commerce company) to accommodate un-bankable individuals that maintain a cash balance within their payment account(s).

The service provider should supply marketing material to help promote the various payment options. This material will be distributed to the court client by the court clerks to serve as a reminder to pay and to ease the payment process. The service provider should supply sample marketing material with their response to this proposal.

The service provider must offer multiple payment options, such as a one-time payment, partial payment or a recurring payment.

It will be the service provider's responsibility to absorb all costs associated with chargebacks or refunds. The service provider must process all payment refunds where applicable when requested by the clerk's office.

The service provider must provide daily payment to court via ACH transfer with no ACH transfer fees. Must be able to validate ABA routing and transit numbers for ACH payments on a real-time basis.

The service provider online payment system solution must be able to generate daily and monthly reports as listed under technical consideration along with other data exchanges outlined in the questionnaire.

INSURANCE

Successful Service Provider is required within ten (10) days of the Notice to Award to provide the following:

- (i) Certificate of Insurance as specified in the proposal documents.
- (ii) Two (2) properly executed contract documents.
- (iii) Proof of PCI Compliance

Failure to provide the above documents within ten (10) days may be just cause for the annulment of the award. At the discretion of the County, the award may then be made to the next highest scoring responsive and responsible proposer.

PROPOSAL FORMAT CONTENT

Proposals should include the following:

Section One - Service Provider Experience/Qualifications/Project Understanding - Up to 15 Points

Service Provider should include but not limited to:

- An executive summary with background information on firm, including number of years in business, location etc.
- 2. Demonstrated project understanding and knowledge of and the ability to support the entire scope of work, information on service provider's resources and ability to deliver the required services. How many staff will be assigned to the contract and in what capacity/role will they serve. What is their experience

and qualifications? Employees should be directly employed with the firm unless subcontractors are necessary to be utilized during implementation with no more of a 75/25 ratio. Please state this ratio and how many will be directly employed with the firm and how many will be utilized as subcontractors?

- 3. What role does the service provider expect the County staff to have in implementation?
- 4. The service provider should supply marketing material to help promote the various payment options. This material will be distributed to the court client by the court clerks to serve as a reminder to pay and to ease the payment process. <u>Submit sample marketing material for payment types in this section.</u>
- 5. What is the financial stability of the firm? Firms should list any litigation the firm or any parent firm has been in or is currently involved in and state the status and/or the outcome or confirm they have never been involved in any litigation.

Section Two - Response to Specifications and Requirements Questionnaire - Up to 30 Points

1. The service provider to return the enclosed questionnaire with all questions answered yes or no

Section Three - Technical Considerations - Up to 25 Points

- 1. Provide a clear and complete response of the proposed internet payment system. This should Include describing the major facts or features of the service provider's proposal, including any conclusions, assumptions, exceptions, and specific recommendations.
- Submit a conversion plan from the current system <u>that includes a timeline</u>, plan for exchange of data, security and reliability, expertise level, and overall transition plan. The description should be sufficient to enable the evaluation committee to determine that the proposal satisfies the proposal requirements and meets the needs of Recorder's Court.
- 3. Submit Examples of Reports

Section Four - Value Added Services/Quality Assurance - Up to 20 Total Points

Value Added Services - Up to 10 Points

1. Does the service provider include any services above and beyond the scope with their payment system that sets their system apart?

Quality Assurance - Up to 10 Points

Define the techniques, procedures, and methodologies that will be used to assure timely and quality implementation of the payment system that meets specified requirements within the project resources. Including but not limited to: How often will the team update County personnel? Through what method/means of communication will updates occur? etc. How and when does the service provider determine that the system is implemented successfully?

Section Five - References - Up to 10 Points

Service Provider to return enclosed reference page. Additional Points will be taken into consideration for references that have prior experience with traffic court and Spanish/English bi-lingual court client service prior experience and similar size jurisdictions.

Section Six - Required Forms

In this section service providers to return the PCI Compliance Page, Service Provider Information Page, Contractor Affidavit, Code of Ethics Affidavit and Agreement.

Section Seven - Fee Schedule (To be submitted in a separately sealed envelope) - Up to 10 Points

Please complete the Fee Schedule and place in a separate sealed envelope properly marked with the proposal number, company name, and RFP due date. The attached fee schedule should be used.

C. EVALUATION CRITERIA SUMMARY

CRITERIA	POINTS
1. Service Provider Experience/Qualifications/Project Understanding	15 points
2. Response to Specifications and Requirements Questionnaire	30 points
3. Technical Considerations	25 points
4.Quality Control/Quality Assurance	20 points
5. References	10 points
SUBTOTAL	100 points
Fee Schedule(to be submitted in a SEPARATE SEALED ENVELOPE) To include all fees to be paid by the citizens.	10 points
Optional Interview/Presentation	10 points
MAXIMUM POINTS	120 points

The proposals will be evaluated in order to select the firms which rate highest according to the criteria elaborated in items 1-5 above. The selection committee may then short list the highest scoring firms.

The fees of the short listed firms will then be opened and scored. The highest scoring firm may be selected at this point, or the committee may invite a number of the highest scoring firms for an interview/demonstration. The number of firms short listed and interviewed, if any, will be at the discretion of the selection committee.

If an interview/demonstration is requested, it will be worth an additional 10 points in the selection process. The service provider will be responsible for any cost associated with the request for additional information and/or an interview/ demonstration. The County will then negotiate will the highest scoring firm in an effort to reach an agreement. If an agreement cannot be reached the County reserves the right to continue to the next highest scoring firm until an agreement can be made.

GENERAL INFORMATION/REQUIREMENTS

- A. Individuals, firms, and business 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 without permission of 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. Violations will be reviewed by the Purchasing Director. If it is 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.
- B. Proposals shall be addressed to Gwinnett County Purchasing Division, Gwinnett County Justice & Administration Center, Second Floor, 446 West Crogan Street, Lawrenceville, Georgia 30046 and shall be identified with the proposal number, date of opening, and company name.
- C. Proposals submitted are not publicly available until after award by the Gwinnett County Board of Commissioners. All technical proposals and supporting materials submitted, as well as correspondence relating to this RFP, become property of Gwinnett County when received.
- D. Gwinnett County reserves the right to reject any or all proposals, in whole or in part, to negotiate changes in the scope of services and to waive any technicalities as deemed in its best interest.

Failure to provide the above documents within ten (10) days may be just cause for the annulment of the award. At the discretion of the County, the award may then be made to the next highest scoring responsible proposer.

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D. <u>SPECIFICATIONS AND REQUIREMENTS QUESTIONNAIRE - SECTION TWO</u>

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1.	The County has implemented Journal Technologies eCourt case management system (CMS) as the system of record. The proposed online payment system must be able to integrate and update with the system on a daily basis for all payments received. All services including integration with the court's case management system to be provided at no cost to the Court or County. Can the service provider meet this specification?
2.	The online payment service must be available for use by the court clients to pay their traffic tickets and citations on a 24-hour basis every day of the week including evenings, weekends, and holidays.
	and accept payments made with MasterCard, Visa, Discover and American Express credit cards. Can the service provider meet this specification? YES NO
3.	The service provider is responsible for designing and seeking the County's approval to modify the web page to provide information and links to the online portal. The modified portal will be designed in such a manner that the "look and feel" for the paying client when entering information and is one that is as if they are entering information and paying on the or through the Court's website. This will consist of building, hosting and maintaining a court-specific website with a unique URL approved by the Court. A link taking court clients to a third party portal is not preferred. Can the service provider meet this specification? NO
4.	The service provider must accept online peer-to-peer payments (ie. PayPal or a similar e-commerce company) to accommodate un-bankable individuals that maintain a cash balance within their payment account(s). Can the service provider meet this specification?
5.	The awarded service provider must continue to use the current phone number 1-877-794-0988 for phone payments. The service provider must be willing to port this number from the current service provider. Can the service provider meet this specification?
6.	The service provider should supply marketing material to help promote the various payment options. This material will be distributed to the court client by the court clerks to serve as a reminder to pay and to ease the payment process. The service provider should supply sample marketing material with their response to this RFP. Can the service provider meet this specification?
	YES NO
7.	The service provider should offer multiple payment options, such as a one-time payment, partial payment or a recurring payment. Can the service provider meet this specification? YES NO
8.	It will be the successful service provider's responsibility to absorb all costs associated with chargebacks or refunds. Can the service provider meet this specification? YES NO
9.	The service provider must process all payment refunds where applicable when requested by the clerk's office. Can the service provider meet this specification?

RP047-24 Page 7 FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL DOCUMENT MAY RESULT IN REJECTION OF PROPOSAL. 10. The service provider must provide daily payment to court via ACH transfer with no ACH transfer fees. Must be able to validate ABA routing and transit numbers for ACH payments on a real-time basis. Can the service provider meet this specification? _____ NO 11. The service provider must be responsible for the administration and processing costs associated with this service and the payments. Can the service provider meet this specification? ____ NO 12. The service provider must provide a two way electronic exchange of data between the service provider's system and the court's CMS. Integration will be through SOAP web services. Can the service provider meet this specification? YES NO 13. The service provider should provide necessary disclaimers or similar notices on the website that is approved by the court. Can the service provider meet this specification? 14. The service provider must provide a toll-free or local court client service number for court staff from 8 a.m. to 5 p.m. eastern standard time to address technical issues and for management of charge backs, retrieval requests, credits, refunds and adjustments on incorrectly charged amounts. Can the service provider meet this specification? _____ YES _____ NO b. System 15. Does the proposed system provide clear instructions to the court client on the website? _____ YES _____ NO 16. Does the proposed system allow the court client to access the website and be instructed to enter his/her name, date of birth, citation number, case number, driver's license number and/or tag number? The court client must be able to provide at least two of these unique identifiers to access their ticket or citation. Does the proposed system allow this? _____ YES _____ NO 17. In the event that the ticket or citation requires a court appearance and cannot be paid online or by phone, the proposed system should provide instructions on when and where to appear. Does the proposed system provide this instruction? YES 18. The system should allow the court client to view the alleged violation, court date, the courtroom assignment, the amount due, and select to pay by credit or debit card if a court appearance is not required. Does the proposed system provide this instruction? YES

final transaction is processed?
_____YES

19. The system must inform the court client of the convenience fee before any final transaction is processed. If the proposed system incurs a convenience fee this must be stated on the fee schedule. Does the proposed system inform the court client of the convenience fee before the

20. The system must provide the court client with the citation amount, the convenience fee amount,

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	and the total amount due. Does the proposed syster	n provide the total amount due?
	YES NO	
21.	21. Does the proposed system allow the court client to card account number and expiration date? YES NO	select credit card type and input his/her credit
22.	22. If the transaction is authorized, a printable confirma receipt should be emailed to the court client. Each receipt number that is generated from the court's payer via the service provider. Does the proposed state?	n transaction and receipt must have a unique s case management system and sent to the
	YES NO	
23.	23. If the credit card authorization is denied, the system that the payment did not go through on a real time b notification? YES NO	
24.	24. The system must display necessary disclaimers app is an admission of guilt, etc.). Does the proposed sy YES NO	
25.	25. The system must be able to accept partial payment it should not take a partial payment on a case that more than one violation on the case docket will be Does the proposed system allow for this or not allow YES NO	t has not been disposed of. Court client with e required to pay all citations simultaneously.
26.	26. The system should include Short Messaging Se payment reminders, court date reminders, and fai system provide this notification? YES NO	

Technical Consideration- SECTION THREE

- 1. Provide a screenshot sample of website instructions with your proposal submittal.
- 2. Reports and Reporting Capability The service provider should provide a sample reconciliation report and a sample transaction detail report with their proposal submittal.
- 3. The service provider system solution must be able to generate daily and monthly report to include but not limited to reconciling client charges, payments received, remittances made to the County, and must provide a dashboard for reporting purposes that allows the court to run a detailed transaction report and a reconciliation report. The data in this dashboard should be accurate and real time data.
- 4. Payments to the Court to be accompanied by a full reconciliation report detailing all transactions that took place within the payment period. This report shall have the option to be run for specific date ranges including multiple and single dates. This report must include the following data:
 - 1. Case number
 - 2. Citation number
 - 3. Defendant's name
 - 4. Current or previous court date
 - 5. The payment amount that was applied to the case.
 - 6. Receipt number that was generated by the courts CMS and passed back to the service provider
 - 7. Time and date of payment
 - 8. Tally funds collected for the specified time period
 - 9. Be exportable to excel and a pdf file

*Sample of the report attached to this proposal document.

- 5. The service provider must provide a transaction detail report that includes the following payee card information:
 - 1. Name of payee
 - 2. Partial card number
 - 3. Date and time the payment was made to the service provider

*Sample of the report is attached to this proposal document.

- 6. The service provider's submittal should include a detailed description of how the online and phone services will be provided, data and court fund security, details of any end-user fees, court fund disbursement details, and any other information necessary to fully evaluate your service.
- 7. The service provider should include technology that utilizes smart phones to remind drivers of upcoming court events.

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SECTION FIVE - REFERENCES

References: Gwinnett County requests that proposers provide Three (3) references where services of similar size and scope have been provided. A higher score may be given to references that are other traffic courts and provision of a bilingual court client service representative in Spanish and English. See attached reference form.

1.	Company Name		
	Brief Description of Project		
	Completion Date		
	Contact Person		
	Telephone	Facsimile	
	E-Mail Address		
	Was This Traffic Court?		
	Bi-Lingual Court Client Service Spanish/English?		
2.	Company Name		
	Brief Description of Project		
	Completion Date		
	Contact Person		
	Telephone	Facsimile	
	E-Mail Address		
	Was This Traffic Court?		
	Bi-Lingual Court Client Service Spanish/English?		
3.	Company Name		
	Brief Description of Project		
	Completion Date		
	Contact Person		
	Telephone	Facsimile	
	E-Mail Address		
	Was This Traffic Court?		
	Bi-Lingual Court Client Service Spanish/English?		
	SERVICE PROVIDER NAME		
	CENTICE I NOTICENTALINE		

SECTION SIX - FORMS PCI COMPLIANCE

The successful service provider must be and remain PCI Compliant for the duration of the contract, including any updated PCI Standards.

Credit and Debit cardholder data and bank account information MUST be stored in a secure, encrypted format that complies with the Payment Card Industry Data Security Standard (PCI DSS) within the selected service provider's system. Gwinnett County will monitor compliance with the above requirements annually. In the event that County data for which the Service Provider is responsible is compromised, the Service Provider will be responsible for costs, penalties, and fees incurred if Service Provider is determined to be noncompliant at the time of the breach.

Payment Card Industry Data Security Standard (PCI DSS) Acknowledgement

A firm that processes, transmits, and stores cardholder data in the performance of services provided to the County, is therefore considered a Service Provider under Requirement 12 of the PCI DSS and is required to adhere to the Payment Card Industry Data Security Standard (PCI DSS) promulgated by the PCI Security Standards Council. The PCI DSS requires that the Service Provider maintain a written agreement that includes an acknowledgement that the Service Provider is responsible for the security of cardholder data that the Service Provider possesses and that the Service Provider maintain a program to monitor the Service Provider's PCI DSS compliance status. In addition, the Successful Service Provider will supply the current status of PCI DSS compliance status, and evidence of its most recent validation of compliance upon notification of award to the County. It is incumbent upon the Service Provider to supply to County a new status report and evidence of validation of compliance at least annually upon date of contract. This status report must be sent to the attention of the Clerk of Recorder's Court by the contract renewal date each and every year the contract is renewed.

Further, the Service Provider will immediately notify the County if it learns that it is no longer PCI DSS compliant and will immediately provide the County with the steps being taken to remediate the noncompliance status. In no event should Service Provider's notification to County be later than seven (7) calendar days after Service Provider learns it is no longer PCI DSS compliant. The Service Provider acknowledges that any indemnification provided for under the reference contract applies to the failure of the Service Provider to be and to remain PCI DSS compliant.

Firm is PCI COMPLIANT	
	Authorized Representative's Signature Date

SECTION SEVEN - FEE SCHEDULE TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE

Description	
State The Dollar Amount Charged To The Court Client Per Transaction	\$
State The Minimum Transaction Amount If Applicable	\$
And/or	
State The Percentage Based Fee To The Court Client Per Transaction	%
State The Minimum Transaction Amount If Applicable	\$
Based On Above Pricing, Please Price The Example Below	
A Court Client Calls Customer Service Line To Make A Payment Via Credit Card	\$
For A \$130 Transaction. The Fee The Court Client Would Pay In Addition To The	
\$130 Would Be A Total Of	
NOTE: If any other fees are associated with your service, this information must be	included in your
submittal (within the separate sealed envelope). State Any other transaction Fees	Below:
\$	
\$	
\$	
\$	

If a percentage increase or decrease will be a part of this proposal, please circle increase or decrease in the space provided

together with an explanation.

Will Service Provider Hold Pricing Firm/Decrease Option One:	Increase/Decrease
Will Service Provider Hold Pricing Firm/Decrease Option Two:	Increase/Decrease
Will Service Provider Hold Pricing Firm/Decrease Option Three:	Increase/Decrease
Will Service Provider Hold Pricing Firm/Decrease Option Four:	Increase/Decrease

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.

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.

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This page should be submitted in both the Proposal Document and the Fee Proposal Documents.

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

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	Addendum No. #		Date	
Certificatio	n Of Non-Collusion in Proposal Preparation			
	(Sig	nature)	(Date)	
O.C.G.A. § 1 attached sp within one-h are quoted, a schedule. By goods and s information	requires that all who enter a contract for the physical 3-10-91 and Rule 300-10-102, in all manner, and sucle ecifications, the undersigned offers and agrees, if the undred-twenty (120) days of the date of proposal operat the price set opposite each item, delivered to the deviau submission of this proposal, I understand that Gwing services. Firms should select their preferred method on electronic payments, please refer to the Electronic less Name	n are conditions are conditions are conditions are acceptable and a certain are acceptable acceptable are acceptable are acceptable acceptable are acceptable acceptable are acceptable acceptable are acceptable acceptable acceptable are acceptable ac	s of the contract. In compliance septed by the Board of Commission any or all the items upon whice s) within the time specified in the Electronic Payments for remits syment upon notice of award. Fation in the instructions to propose	with the ssioners h prices ne quote tance of or more osers.
Address				
Does your co	ompany currently have a location within Gwinnett Cour	nty? Yes 🗌 No [
Representat	ive Signature			
Print Authori	zed Representative's Name			
Telephone N	lumber	Fax N	umber	
E-Mail Addre	ess			

INSURANCE REQUIREMENTS

- 1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident \$100,000 each accident
 - ✓ Bodily Injury by Disease \$500,000 policy limit
 - ✓ 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:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ 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 or a claim/aggregate limit of \$3,000,000 per occurrence and \$3,000,000 aggregate.
 - ✓ Insurance company must be authorized to do business in the State of Georgia.
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04 or some other form)
- 5. Cyber Liability Insurance
 - (a) \$3,000,000 Limit for Network Security or Privacy Liability
 - (b) \$3,000,000 Limit for Data Recovery
- 5. Gwinnett County Board of Commissioners 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.

GENERAL CONDITIONS To Service Provider AGREEMENT

<u>Article</u>

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

DEFINITIONS

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

- 1.1 <u>COUNTY</u>-means Gwinnett County, Georgia, a political subdivision of the State of Georgia.
- 1.2 <u>SUPPLEMENTAL AGREEMENT</u>-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 <u>CONTRACT</u>-means the Agreement Documents specifically identified and incorporated herein by reference in Section 2, CONTRACT DOCUMENTS.
- 1.4 <u>AGREEMENT EXECUTION</u>-means the date on which SERVICE PROVIDER executes and enters into an Agreement with the COUNTY to perform the Work.
- 1.5 <u>AGREEMENT PRICE</u>-means the total monies, adjusted in accordance with any provision herein, payable to the SERVICE PROVIDER under this Agreement.
- 1.6 <u>CONTRACT TIME</u>-means the period of time stated in this Agreement for the completion of the Work.
- 1.7 <u>SERVICE PROVIDER</u>-means the party or parties contracting directly with the COUNTY to perform Work pursuant to this Agreement.
- 1.8 <u>DEPARTMENT</u>- means the Director or designee of requesting department(s) named in this solicitation.
- 1.9 <u>DRAWINGS</u>-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 <u>SPECIFICATIONS</u>-means the written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.
- 1.11 <u>SUBSERVICE PROVIDER</u>-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 <u>LIAISON</u>-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 <u>LIST OF DOCUMENTS</u>

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 <u>COVENANT AGAINST CONTINGENT FEES</u>

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 <u>Conflict of Interest</u>: 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 <u>Interest of Public Officials</u>: 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 <u>AUDITS AND INSPECTORS</u>

At any time during normal business hours and as often as the COUNTY may deem necessary, the CONSULTANT 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 <u>INDEPENDENT SERVICE PROVIDER</u>

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.

***Gwinnett County requires that all Contracts between parties be entered into via the following documents. If any exceptions are taken to any part of this document, each must be stated in detail and submitted as part of your proposal/bid document. If no exceptions are noted, it is assumed that the party fully agrees to the contract in its entirety. Exceptions to the sample contract provided in this request for proposal will be considered in terms of responsiveness when making the award. ***

ANNUAL SERVICE PROVIDER CONTRACT RP047-24

Provision of Online and Toll-Free Court Payment Services on an Annual Contract

This CONTRACT made and entered into this	day of	, 20 by and between
Gwinnett County, Georgia (Party of the First Part, her	einafter called the "Co	unty"), and
, (Party of the Second Part, hereinafter called	the "Service Provider").
NOW THEREFORE, for and in consideration of the mu	•	•
the conditions hereinafter set forth, the parties do he	ereby agree as follows:	
1. TERM:		
This contract shall commence(insert date)	, for a one-y	ear period with () options to
renew for an additional one-year period.		

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. 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.

9. 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.

10. 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.

11 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.

12. 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.

13. 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.

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: Nicole L. Hendrickson, Chairwoman
	Gwinnett County Board of Commissioners
	ATTEST:
	Signature
	Tina King, 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)	



GWINNETT COUNTY DEPARTMENT OF FINANCIAL SERVICES PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935 O: 770.822.8720 | F: 770.822.8735 GwinnettCounty.com

RP047-24, Provision of Online and Toll-Free Court Payment Services on an Annual Contract

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CODE OF ETHICS AFFIDAVIT

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE 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 their 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 vendor, its affiliates or its subcontractors:

1.		
	Company Submitting Bid/Proposal	
2.	Please select one of the following: ☐ No information to disclose (complete only section) ☐ Disclosed information below (complete section)	
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. I	BY: Authorized Officer or Agent Signature	Sworn to and subscribed before me this
Pri	inted Name of Authorized Officer or Agent	day of, 20
Tit	ele of Authorized Officer or Agent of Contractor	Notary Public
		(seal)

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



GWINNETT COUNTY DEPARTMENT OF FINANCIAL SERVICES PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935 0: 770.822.8720 | F: 770.822.8735 GwinnettCounty.com

RP047-24, Provision of Online and Toll-Free Court Payment Services on an Annual Contract

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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 Immigration 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 Reg	gistered
Legal Company Name	_	
Street Address		
City/State/Zip Code	_	
BY: Authorized Officer or Agent (Contractor Signature)	Date	
		For Gwinnett County Use Only:
Title of Authorized Officer or Agent of C	ontractor	Document ID #
		Issue Date:
Printed Name of Authorized Officer or A	gent	Initials:
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF,	20	IIIItiais
Notary Public My Commission Expires:		

^{*} 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).

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

ATTENTION

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE SUBMITTAL:

- 1. FAILURE TO USE COUNTY FEE SCHEDULE.
- 2. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE COMPLIANCE/SPECIFICATION SHEETS.
- 3. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE ADDENDA.
- 4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
- 5. FAILURE TO PROVIDE BID BOND, <u>WHEN REQUIRED</u>, WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. <u>BID BONDS ARE NOT REQUIRED ON ALL SOLICITATIONS</u>. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION PAGE. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS SOLICITATION DOCUMENT.**
- 6. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL SOLICITATIONS. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.
- 7. FAILURE TO PROVIDE AN ETHICS AFFIDAVIT WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE ETHICS AFFIDAVIT IS REQUIRED ON ALL FORMAL SOLICITATIONS OVER \$100,000.00. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.

I. PREPARATION OF SUBMITTAL

A. Each vendor shall examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the vendor's risk, as the vendor will be held accountable for their submittal.

- B. Each vendor shall furnish all information required by the solicitation form or document. Each vendor shall sign the submittal and print or type his or her name on the fee schedule. The person signing the submittal should initial erasures or other changes. An authorized agent of the vendor must sign the submittal.
- C. Fee schedule pricing should have only two decimal places unless otherwise stated. In the event of a calculation error in total price, the unit pricing prevails.
- D. Except for 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 award. 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.
- E. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the submittal but are contained for informational purposes only. If awarded, the successful vendor(s) will be required to execute these documents prior to County execution.
- F. Effective July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with vendor's 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 submittal may result in being deemed non-responsive and automatic rejection.

II. DELIVERY

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

III. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information given to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such

information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written communications between the parties. Receipt of addenda should be acknowledged in the submittal. It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal. This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals 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 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 vendor's request and expense, if items are not destroyed by testing.
- 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 identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished but vendor should not submit excessive marketing material.
- F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.
- G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information. Agreements were there is a cost-plus mark-up, mark-up will not be paid on taxes.
- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL DUE TO ERRORS

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of

the submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and materials used in preparing the submittal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

No vendor who is permitted to withdraw their submittal 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 bid or proposal was submitted.

Vendors who fail to request withdrawal by the required forty-eight (47) hours may automatically forfeit bid bond if a bond was required. Bid may not be withdrawn otherwise.

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 vendor.

VII. F.O.B. POINT

Unless otherwise stated in the request for invitation and any resulting contract, or unless qualified by the vendor, items shall be shipped F.O.B. Destination, Freight Prepaid and Allowed. 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 vendor 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 vendor 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 solicitation as required in the solicitation package or document. Failure to submit a bid bond with the proper rating will result in submittal 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 A.M. Best rating as stated in the solicitation document.

X. DISCOUNTS

A. Time payment discounts may be considered in arriving at net prices and in award of solicitations. 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 either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the vendor to perform, and the vendor 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 submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal 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 vendor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement 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 vendor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of the contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting vendor. Alternatively, the County may penalize the vendor 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

No material, labor or facilities will be furnished by the County unless so provided in the solicitation package.

XIV. REJECTION OF SUBMITTALS

Failure to observe any of the instructions or conditions in this solicitation package may constitute grounds for rejection.

XV. CONTRACT

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

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

Any Consultant 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, the consultant agrees to abide by the current state law and: 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, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, 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.

When the vendor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the vendor, 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. If Gwinnett County fails to pay the vendor 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 vendor 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 vendor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia.

XVI. NON-COLLUSION

Vendor declares that the submittal is not made in connection with any other vendor's submittal for the same commodity or commodities, and that the submittal is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each vendor. Collusion and fraud in submittal 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 vendor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible vendor, or the next highest scoring responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the vendor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their offer, 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 vendor of the vendor'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 vendor. In the event of the County's termination of this agreement for convenience, the vendor 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 vendor, which shall itemize each element of performance.

XX. SUBSTITUTIONS

Vendors offering substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their offer. The absence of such a substitution list shall indicate that the vendor has taken no exception to the specifications contained herein.

XXI. INELIGIBLE VENDORS

The County may choose not to accept the offer by an individual, firm, or business who is in default on the payment of taxes, licenses, or other monies owed to the County. Additionally, vendors or persons placed on an Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance shall not be eligible to provide any commodities or services to the County during the period such person remains on the Ineligible Source List.

XXII. PENDING LITIGATION

An individual, firm, or business that 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.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful vendor must have a valid Gwinnett County occupation tax certificate if the vendor maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State vendors are required to have any and all certificates necessary to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution. Vendors may be required to provide evidence of valid certificates. Out of State vendors are required to have a certificate in the Georgia jurisdiction where they receive the most revenue.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy & 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 & Review Committee has authority to place vendors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

XXV. AMERICANS WITH DISABILITIES ACT

All vendors 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 the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to the ADA 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 vendor'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 vendors of their use tax liability on public works projects. Under Georgia law, private vendors 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 (for example, the installation of sheetrock), it becomes taxable to the private vendor. See O.C.G.A. §47-8-3(2) and O.C.G.A. §47-8-63.

XXVIII. STATE AND FEDERAL 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) and that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Internal Audit Division shall be authorized to conduct random audits of a vendor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The vendor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract or shall abide by the

current time requirements at the time of the contract. This requirement shall apply to all contracts for all public works, 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 vendor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employment of such vendor 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 vendor or subcontractor is no longer in compliance with worker verification.

By submitting an offer to the County, vendor agrees that, in the event the vendor employs or contracts with any subcontractor(s) in connection with the covered contract, the vendor will secure from the subcontractor(s) such subcontractor(s') indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they follow the Illegal Immigration Reform Enhancements for 2013 in conjunction with all federal requirements. Original signed, notarized Subcontractor Affidavits and Agreements must be maintained by the vendor awarded the contract.

A vendor's or subcontractor's failure to participate in the federal work authorization program as defined above shall be subject to termination of the contract. A vendor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program may be subject to termination of the contract.

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. §43-41-17).

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

When contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, Gwinnett County shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the vendor which may include the vendor's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of an offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. (O.C.G.A. §36-84-1).

XXXII. INDEMNIFICATION

To the fullest extent permitted by law, the vendor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, its commissioners, officers, 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 by any act or omission of the vendor, 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, its commissioners, officers, agents, and employees by any employee of the vendor, 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 vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

Vendor shall also indemnify, hold harmless, insure, and defend the County for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the vendor or other persons employed or utilized by the vendor in the performance of a contract that utilizes survey services.

XXXIII. CODE OF ETHICS

Vendors 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. (This shall not apply to informal purchases as defined by the Purchasing Ordinance.) The vendor shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the procurement process shall render the offer non-responsive.

Any business entity holding a contract with Gwinnett County that after 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, or vendors 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. Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcounty.com.

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 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 visit the Gwinnett County Treasury Division page or click here -> <u>Gwinnett County Electronic Payments</u>.

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 proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click here for additional information about parking. The Purchasing Division is located on the second floor, West Wing.

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

Buyer Initials: MM

RP047-24 Provision of Online and Toll-Free Court Payment Services on an Annual Contract

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 _____

SIGNATURE

nCourt Payments Report

Date Paid	Name	Description	Citation Number	Status	Amount	Court Date	Receipt Number
0/00/0004 44-00-07 DM	NIN/A ZI CAN/I II/	Unlawful Use of Wireless	E05000004	Ammanad	¢50.00	44/5/0004	D04520000 4
9/23/2024 11:36:07 PM	NIYAZI SAYLIK	Device	E05266801	Approved		11/5/2024	RC1530022.1
9/23/2024 11:08:59 PM	NICOLAS COMEGLIO	Improper Lane Change	PE00383212	Approved		9/24/2024	RC1530021.1
9/23/2024 11:07:18 PM	DEMESHIA SCOTT	Following Too Close	PE00410092	Approved		9/24/2024	RC1530020.1
9/23/2024 11:02:31 PM	MUNEERAH GODFREY	Speeding	PE00401070	Approved	\$215.00	9/24/2024	RC1530019.1
9/23/2024 9:54:49 PM	CAMERON BROWN	Improper Passing Of Stationary Emergency Vehicle [40-6-16B] Recorders Court General Assessments	PE00400347	Approved	\$80.00	8/20/2024	RC1530018.1
9/23/2024 9:43:44 PM	ABOUBACAR SYLLA	Driving on Closed Road	PE00391212	Approved	\$119.00	9/24/2024	RC1530017.1
9/23/2024 9:12:36 PM	BRANDON VALASEK	Following Too Close	PE00373829	Approved	\$119.00	9/24/2024	RC1530015.1
		Failure To Obey Signs Or					
9/23/2024 9:12:16 PM	CYAN SANDERSON	Control Devices	PE00411036	Approved	\$119.00	10/1/2024	RC1530016.1
9/23/2024 9:03:09 PM	MARCO GARCIA SAENZ	Expired Tag or No License Plate	PE00349728	Approved	\$152.00	10/28/2024	RC1530014.1
9/23/2024 8:49:32 PM	ALI WILLIS LEON	Speeding	PE00409000	Approved	\$215.00	9/24/2024	RC1530013.1
9/23/2024 8:45:11 PM	JOSHUA HICKS	Failure To Obey Signs Or Control Devices	PE00395551	Approved	\$119.00	8/27/2024	RC1530012.1
9/23/2024 8:31:27 PM	SEUNG YOO	Failure To Obey Signs Or Control Devices	PE00360437	Approved	\$119.00	9/23/2024	RC1530011.1
9/23/2024 8:09:54 PM	AARON BROWN	Following Too Close	PE00379692	Approved	\$119.00	9/24/2024	RC1530010.1
9/23/2024 7:30:27 PM	REBECCA HOLCOMB	Speeding	PE00367059	Approved	\$250.00	11/12/2024	RC1530009.1
9/23/2024 7:20:50 PM	CABE DOKER	Following Too Close	PE00412431	Approved	\$119.00	11/4/2024	RC1530008.1
9/23/2024 7:15:45 PM	JULIANNIE GARCIA-NUNEZ	Failure To Obey Stop Sign	PE00379154	Approved	\$119.00	9/30/2024	RC1530007.1
9/23/2024 6:30:13 PM	MARCO JUAREZ	Improper Window Tint	SE00075621	Approved	\$119.00	9/23/2024	RC1530006.1
9/23/2024 6:26:36 PM	JESSIAH ARACENA	Failure To Obey Stop Sign	PE00344815	Approved	\$119.00	9/24/2024	RC1530005.1
9/23/2024 5:50:48 PM	EBONEY CARROLL	Expired Tag/Registration	PE00389433	Approved	\$152.00	9/23/2024	RC1530004.1
9/23/2024 5:43:58 PM	ELI SHAW	Expired Tag/Registration	PE00396204	Approved	\$152.00	9/9/2024	RC1530001.1
9/23/2024 5:43:25 PM	FLORENCE TEMBO	Speeding	E05250212	Approved	\$250.00	10/1/2024	RC1530003.1
9/23/2024 5:42:57 PM	HANI KHAYRE	Following Too Close	PE00296556	Approved	\$119.00	9/24/2024	RC1530002.1
9/23/2024 5:17:29 PM	ORTILIA PEREZ-HARRIS	Driving Wrong Side Of Road	PE00412396	Approved	\$119.00	10/7/2024	RC1530000.1
9/23/2024 5:14:17 PM	JOSE SALAS	Unlawful Use of Wireless Device	PE00381810	Approved	\$50.00	9/16/2024	RC1529999.1
9/23/2024 5:08:48 PM	EDWIN TELIZ MACIAS	Improper Lane Change	PE00329949	Approved	\$119.00	9/24/2024	RC1529998.1
9/23/2024 5:08:48 PM	EDWIN TELIZ MACIAS	Expired License	PE00329948	Approved	\$119.00	9/24/2024	RC1529998.1
9/23/2024 5:06:52 PM	CHANG LIU	Unlawful Use of Wireless Device	E05166319	Approved	\$50.00	9/24/2024	RC1529997.1
9/23/2024 4:58:40 PM	WILMER GUANIPA	Unsafe Lane Change	PE00420861	Approved	\$119.00	11/5/2024	RC1529994.1
Totals: 93 payment(s)					\$12,231.00		

Date Range: 9/23/2024 - 9/23/2024

Date Paid	Name	Description	Citation Number	Status	Amount	Court Date	Receipt Number
		-					
9/23/2024 4:51:28 PM	JAMES KIMBLER	Improper Lane Change Unlawful Use of Wireless	PE00310859	Approved	\$119.00	9/30/2024	RC1529992.1
9/23/2024 4:46:07 PM	CARMEN WARREN	Device	E05215304	Approved	\$50.00	9/24/2024	RC1529991.1
9/23/2024 4:33:29 PM	FRANK HINDS	Failure To Obey Stop Sign	PE00411774	Approved	\$119.00	9/30/2024	RC1529989.1
9/23/2024 4:19:24 PM	BRENDOLYN HORTON	Unlawful Use of Wireless Device	E05240977	Approved	\$50.00	10/1/2024	RC1529988.1
9/23/2024 4:05:29 PM	SEUNG CHUNG	Improper Passing Of Stationary Emergency Vehicle	E05256780	Approved	\$180.00	10/21/2024	RC1529987.1
9/23/2024 3:48:03 PM	INSIYA UJJAINWALA	Speeding [40-6-181] Recorders Court Speeding Violation	PE00401010	Approved	\$250.00	8/19/2024	RC1529978.1
9/23/2024 3.40.03 F W	GILBERTO ROMERO	Expired Or No License	1 200401010	Дрргочец	\$230.00	0/19/2024	101329970.1
9/23/2024 3:46:21 PM	ARROYO	Plates Or Decal	PE00364748	Approved	\$152.00	10/14/2024	RC1529977.1
9/23/2024 3:41:23 PM	MD JOLIL	Impeding Flow Of Traffic	PE00338492	Approved	\$119.00	10/8/2024	RC1529971.1
9/23/2024 3:35:34 PM	STEPHEN PAPPANASTOS	Expired Tag/Registration	PE00411426	Approved	\$152.00	11/12/2024	RC1529969.1
9/23/2024 3:23:54 PM	AARON PATEL	Following Too Close	PE00354663	Approved	\$119.00	10/21/2024	RC1529967.1
9/23/2024 3:05:12 PM	KYLE FITZWATER	Improper Window Tint	PE00388993	Approved	\$119.00	11/5/2024	RC1529957.1
9/23/2024 3:01:53 PM	ROSA BURGOS	Expired Tag/Registration	PE00397941	Approved	\$152.00	9/23/2024	RC1529956.1
9/23/2024 2:52:15 PM	ELIAS CORTEZ	Following Too Close	PE00353642	Approved	\$119.00	9/23/2024	RC1529953.1
9/23/2024 2:37:22 PM	CAROLYN BYERS	Unsafe Lane Change	PE00404031	Approved	\$119.00	10/29/2024	RC1529943.1
9/23/2024 2:24:53 PM	ADEOLA OKE	Unlawful Use of Wireless Device	PE00379683	Approved	\$50.00	9/23/2024	RC1529941.1
9/23/2024 2:13:27 PM	MUHAMED RAHIMIC	Failure To Yield Entering Roadway [40-6-73] Recorders Court General Assessments	PE00364160	Approved	\$119.00	8/26/2024	RC1529935.1
		Unlawful Use of Wireless					
9/23/2024 2:12:26 PM	RINAT TAIPOV	Device Parking Prohibited In Certain	E05257891	Approved	\$50.00	11/4/2024	RC1529936.1
9/23/2024 1:57:05 PM	UNKNOWN	Places	S-018934	Approved	\$78.00	10/4/2024	RC1529925.1
9/23/2024 1:53:21 PM	DONG CHOE	Improper Lane Change	E05120300	Approved	\$119.00	9/23/2024	RC1529924.1
9/23/2024 1:39:53 PM	ZACHARY LURIE	Driving Over Gore Or Paved Shoulder	E05240749	Approved	\$119.00	10/21/2024	RC1529918.1
9/23/2024 1:04:19 PM	KRISTIAN COLLINS	Speeding	E05257993	Approved	\$250.00	11/26/2024	RC1529916.1
9/23/2024 12:59:16 PM	FAISAL AHMAD	Speeding	E04707438	Approved	\$215.00	9/18/2023	RC1529915.1
9/23/2024 12:56:41 PM	ANDREA DOMINGUEZ	Speeding [40-6-181] Recorders Court Speeding Violation	PE00321337	Approved	\$150.00	7/30/2024	RC1529914.1
9/23/2024 12:51:17 PM	SANTOS LOBOS BLANCO	Designated Veh Parking/County	PE00355661	Approved	\$32.00	10/21/2024	RC1529913.1
9/23/2024 12:41:59 PM	CAMDEN SMITH	Failure To Obey Stop Sign	PE00403113	Approved	\$119.00	10/15/2024	RC1529910.1
Totals: 93 payment(s					\$12,231.00		

nCourt Payments Report

Date Paid	Name	Description	Citation Number	Status	Amount	Court Date	Receipt Number
9/23/2024 12:25:48 PM	CATHERINE WILSON	Unsafe Lane Change	PE00397836	Approved	\$119.00	10/1/2024	RC1529908.1
9/23/2024 12:19:08 PM	ERICKA HARTZELL	Failure To Obey Stop Sign	PE00170601	Approved	\$119.00	10/7/2024	RC1529906.1
9/23/2024 12:01:40 PM	JUSTIN MCKNIGHT	Failure To Obey Stop Sign	PE00394348	Approved	\$119.00	9/23/2024	RC1529903.1
9/23/2024 11:48:41 AM	CHRISTOPHER PINKSTON	Following Too Close	PE00339390	Approved	\$119.00	10/14/2024	RC1529899.1
9/23/2024 11:43:10 AM	ROSALYN LE	Failure To Yield Turning Left	PE00329144	Approved	\$119.00	9/30/2024	RC1529897.1
9/23/2024 11:21:21 AM	ISMAEL GUERRA	Improper Window Tint	PE00336733	Approved	\$119.00	11/4/2024	RC1529894.1
9/23/2024 11:12:14 AM	CHIKO CHILANGA-FISHER	Speeding [40-6-181] Recorders Court Speeding Violation	PE00403094	Approved	\$285.00	9/10/2024	RC1529887.1
9/23/2024 11:11:58 AM	KEVIN WADE	Following Too Close	PE00383429	Approved	\$119.00	9/23/2024	RC1529885.1
9/23/2024 11:08:05 AM	JESUS GARCIA ARAGON	Unsafe Lane Change	PE00362672	Approved	\$119.00	11/4/2024	RC1529883.1
9/23/2024 11:05:43 AM	ANDREA FORD	Speeding	PE00401013	Approved	\$215.00	9/24/2024	RC1529879.1
9/23/2024 11:01:22 AM	MONTASER IBRAHIMMOHAMED	Speeding	PE00348565	Approved	\$215.00	10/28/2024	RC1529876.1
9/23/2024 10:59:54 AM	NANCY LEMUS	Permitting Unlicensed Person To Drive	PE00399543	Approved	\$119.00	10/28/2024	RC1529874.1
9/23/2024 10:45:09 AM	KEITH BENTON	Improper Lane Change	E05266792	Approved	\$119.00	11/4/2024	RC1529867.1
9/23/2024 10:45:09 AM	KEITH BENTON	Improper/Erratic Lane Change/Failure to Maintain Lane	E05266793	Approved	\$119.00	11/4/2024	RC1529867.1
9/23/2024 10:41:34 AM	WALTER FEINBERG	Fail To Rpt Striking Fixed Object	PE00402567	Approved	\$119.00	10/21/2024	RC1529864.1
9/23/2024 10:18:57 AM	AALIYAH BONILLA CASTILLO	Must Be Acc By Person > 21 Yr	PE00338481	Approved	\$119.00	9/30/2024	RC1529850.1
9/23/2024 10:18:38 AM	CHANDLER COLEMAN	Unlawful Use of Wireless Device	E05173135	Approved	\$50.00	9/24/2024	RC1529849.1
9/23/2024 10:15:51 AM	CARLOS HENRIQUEZ	Failure To Yield Turning Left	PE00373566	Approved	\$119.00	10/28/2024	RC1529846.1
9/23/2024 10:14:01 AM	KELLEY GLYNN	Unlawful To Be In Park After Hours	PE00356637	Approved	\$140.00	11/4/2024	RC1529847.1
9/23/2024 10:10:23 AM	HAROLD DESTINE	Speeding	PE00387152	Approved	\$215.00	9/10/2024	RC1529845.1
9/23/2024 9:48:23 AM	EDUARDO PINEDA-JUAREZ	Speeding	PE00327587	Approved	\$250.00	10/8/2024	RC1529837.1
9/23/2024 9:48:04 AM	PATTI CLARK	Failure To Obey Signs Or Control Devices	PE00384744	Approved	\$119.00	10/21/2024	RC1529836.1
9/23/2024 9:47:26 AM	JEROME LOURY	Speeding	E05246638	Approved	\$145.00	10/1/2024	RC1529834.1
9/23/2024 9:38:38 AM	ISRAEL YARBOR	Failure To Obey Stop Sign	PE00317599	Approved	\$119.00	9/24/2024	RC1529832.1
9/23/2024 9:31:06 AM	JOSEPH WASHINGTON	Following Too Close	PE00392972	Approved	\$119.00	9/30/2024	RC1529829.1
9/23/2024 9:27:20 AM	MICHAEL HOWARD	Improper Window Tint	PE00401435	Approved	\$119.00	9/23/2024	RC1529827.1
9/23/2024 9:27:20 AM	MICHAEL HOWARD	Materials On Windshield/Light	PE00401436	Approved	\$119.00	9/23/2024	RC1529827.1
9/23/2024 9:21:55 AM	SHAVEON JACKSON	Improper Window Tint	E05090142	Approved	\$119.00	9/23/2024	RC1529822.1
Totals: 93 payment(s	<u> </u>				\$12,231.00		

Gwinnett County Recorder's Court - Premium Citations

Date Range: 9/23/2024 - 9/23/2024

Date Paid	Name	Description	Citation Number	Status	Amount	Court Date	Receipt Number
9/23/2024 9:17:03 AM	RICHARD BLANKENSHIP	Failure To Yield Turning Left	PE00314877	Approved	\$119.00	9/23/2024	RC1529820.1
9/23/2024 8:27:21 AM	ERIC ALBERT	Failure To Obey Signs Or Control Devices	PE00401440	Approved	\$119.00	9/23/2024	RC1529812.1
9/23/2024 8:20:29 AM	SAUL RENTERIA-VILLEGAS	Speeding	PE00411548	Approved	\$180.00	9/23/2024	RC1529811.1
9/23/2024 8:17:25 AM	MI SUH	Speeding	PE00397654	Approved	\$180.00	9/24/2024	RC1529810.1
9/23/2024 8:17:13 AM	SHARON BULLOCK	Following Too Close	PE00304723	Approved	\$119.00	9/24/2024	RC1529809.1
9/23/2024 8:12:28 AM	IREANA MACKEY	Speeding	PE00396114	Approved	\$215.00	9/24/2024	RC1529808.1
9/23/2024 6:04:13 AM	KENIVEL LOPEZ POPCHUN	Unsafe Lane Change	PE00342185	Approved	\$119.00	11/12/2024	RC1529807.1
9/23/2024 6:01:35 AM	KENIVEL LOPEZ POPCHUN	Improper Passing	PE00401732	Approved	\$119.00	11/5/2024	RC1529806.1
9/23/2024 2:05:17 AM	AMAAN PUNJANI	Failure To Have License On Person	PE00348604	Approved	\$119.00	9/23/2024	RC1529805.1
9/23/2024 2:05:17 AM	AMAAN PUNJANI	Improper Left Turn	PE00348605	Approved	\$119.00	9/23/2024	RC1529805.1
9/23/2024 12:55:14 AM	JOHN CHIBOUCAS	Unlawful Use of Wireless Device	PE00314462	Approved	\$50.00	9/24/2024	RC1529804.1
9/23/2024 12:04:44 AM	LAQUANDRA HOLMES	Following Too Close	PE00391148	Approved	\$119.00	9/23/2024	RC1529802.1
Totals: 93 payment(s)					\$12,231.00		