

Fayette
COUNTY

"WHERE QUALITY
IS A LIFESTYLE"

PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST, STE 204
FAYETTEVILLE, GEORGIA 30214
PHONE: 770-305-5420
www.fayettecountyga.gov

February 17, 2017

Creditron Corporation
Debbie Barrafato, Exec. VP / CFO
15800 Crabbs Branch Way, Ste. 210
Rockville, MD 20855

Subject: Contract #1164-N: Water Bill Remittance Processor – Notice to Proceed

Dear Ms. Barrafato:

You are hereby notified the contract for #1164-N: Water Bill Remittance Processor is fully executed.

Your contact person for this project in Fayette County Water System is Daphne Cousson at (770) 320-6026. Please notify Daphne prior to getting started.

Thank you for your participation in this Fayette County procurement process. If you have any questions, please do not hesitate to contact Trina C. Barwicks, Contract Administrator at (770) 305-5314.

Sincerely,

Ted L. Burgess
Director of Purchasing

TLB/tcb

cc: Lee Pope, Water System
Daphne Cousson, Water System

Attachments

AGREEMENT

#1164-N: WATER BILL REMITTANCE PROCESSOR

This Agreement, made this day of February 17, 2017, by and between Fayette County, Georgia (hereinafter called "Owner") and Creditron, hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor agrees to provide all equipment and software, and perform all of the services described in the contract documents and comply with the terms therein, for the total amount of \$91,090. The annual software maintenance price will be included in the purchase price through June 30, 2017 then \$4,440.00 for the fiscal year beginning July 1, 2017 and \$8,875.00 annually thereafter, subject to increase.
2. The term "Contract Document" means and includes the following:
 - a. Notice of Award
 - b. This Agreement
 - c. Terms & Conditions
 - d. Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)
 - e. Contractor Agreement including Standard Terms and Conditions and Warranty
 - f. Notice to proceed
3. The Owner will pay the Contractor in the manner and at such times as set forth in the Contract Document.
4. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement on the date first above written.

OWNER:
Fayette County, Georgia


By: Steve Rapson, County Administrator

ATTEST (TO BE COMPLETED BY THE COUNTY):

Trina C. Barwicks
Name: Trina C. Barwicks
(Please Print)
Title: Contract Administrator



CONTRACTOR:

Credistron Corporation (L.S.)

BY: Debbie Barrafato

Name: Debbie Barrafato

Address: _____

15800 Crabbs Branch Way, Suite 210
Rockville, MD 20855

Employer Identification Number:

36-4191602

SUPPLEMENTAL TERMS AND CONDITIONS

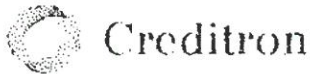
1. **Definitions:** The term "county" shall mean Fayette County, Georgia. "Contractor" shall mean Creditron.
2. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

3. **Contract Execution & Notice to Proceed:** After all required documents are received by the county, and the contract is fully executed with signature of both parties, the county will issue a written Notice to Proceed. The county shall not be liable for payment of any work done or any costs incurred prior to the county issuing the Notice to Proceed.
4. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
5. **Unauthorized Performance:** The county will not compensate the contractor for work performed unless the work is authorized under the contract, as initially executed or as amended.
6. **Assignment of Contract:** Assignment of this contract will not be authorized.
7. **Indemnification:** The contractor shall defend and indemnify the county and all its officers, agents and employees against any suits, actions, or other claims brought on account of any injuries or damages to any person, persons, or property resulting from any negligent act or fault of the contractor, or of any agent, employee, subcontractor or supplier in the performance of any contract which may be awarded. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.
8. **Patent Indemnity:** The contractor guarantees to save the county, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

9. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
10. **Termination for Cause:** The County may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
11. **Termination for Convenience:** The County may terminate the contract for its convenience at any time with 30 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.
12. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.



210-15800 Crabbs Branch Way, Rockville, MD 20855
 100-2265 Upper Middle Road East, Oakville, ON L6H 0G5

SYSTEM PRICE QUOTATION SUMMARY

2017-02-09

Fayette County Water
 140 Stonewall Ave. West Suite 204
 Fayetteville, GA 30214

No. of Systems: 1

HARDWARE SUB-TOTAL:	\$73,715.00
APPLICATION SOFTWARE SUB-TOTAL:	\$39,400.00
SERVICES SUB-TOTAL:	<u>\$9,600.00</u>
TRAVEL EXPENSES WILL BE BILLED AS INCURRED	
TOTAL SYSTEM PURCHASE PRICE:	\$122,715.00
Customer Loyalty discount	\$1,625.00
Software Discount / Trade In Allowance	\$30,000.00
PURCHASE PRICE AFTER ALLOWANCE:	<u><u>\$91,090.00</u></u>
ANNUAL HARDWARE MAINTENANCE:	\$0.00
ANNUAL SOFTWARE MAINTENANCE:	<u>\$4,440.00</u>
TOTAL ANNUAL MAINTENANCE:	<u><u>\$4,440.00</u></u>

NOTE:

Prices do not include applicable sales taxes. Terms are:

30% With Initial Order \$27,327.00 Upon Receipt
 On Hardware Delivery \$54,163.00 Upon Receipt
 Final, From Installation \$9,600.00 Net 30
 Annual Maintenance \$4,440.00 *** To be paid on annual renewal date of July 1/17 *** \$8875.00 to renew annually from July 1/18 ****

If not quoted as flat rate, then reasonable travel expenses will be billed as incurred.

A PC is mandatory for this configuration. It must meet Creditron minimum specifications.

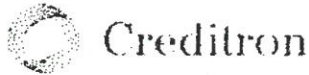
Prices valid for 30 calendar days. This quotation is subject to Creditron's Standard Terms and Conditions.

All late payments are subject to a 1.5% per month finance charge.

Account Manager: Laurie Opie

Customer Approval: _____

Date: Feb 9/17

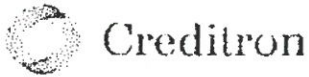


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Fayette County Water

DOCUMENT PROCESSING HARDWARE:

Qty	Product Code	Description	Unit Price	Extended Price
1	OP-FALCON	OPEX Falcon	\$ 36,995.00	\$ 36,995.00
1	OP-FALCON-MICR+	OPEX Falcon Micr+	\$ 4,750.00	\$ 4,750.00
1	OP-FALCON-REFID	OPEX Falcon Reference ID	\$ 1,020.00	\$ 1,020.00
1	OP-FALCON-PRINT	OPEX Falcon Front or Rear Inkjet Printer	\$ 500.00	\$ 500.00
1	OP-MOD72	Front Shelf, Bin organizer and mail tray holder	\$ 28,950.00	\$ 28,950.00
0	OP-MOD72-MOT	Opex Model 72 Motorized Height Adjustment	\$ 2,500.00	\$ -
0	OP-FALCON-1	Rule Sorting	\$ 765.00	\$ -
0	WIN 7 PC	Win 7 PC	\$ 750.00	\$ -
0	3498-0170-8090	17" E170S FP LCD Monitor	\$ 214.50	\$ -
		<i>*one dedicated PC is required for offline reco</i>		
1	SV-SHP	Shipping, estimate only	\$ 1,500.00	\$ 1,500.00
0	SV-SHP-PC	Shipping Per PC	\$ 150.00	\$ -
		*** customer not using Mod 72 motorized height adjustment, and scanlink feature ***		
		Customer providing own PC/monitor *		
		HARDWARE SUB-TOTAL:		\$73,715.00



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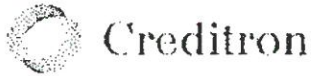
Fayette County Water

APPLICATION SOFTWARE:

Qty	Product Code	Description	Unit Price	Extended Price
1	OP-DS-OXF1	IAX Opex OXI/IEM File Importer - DS Series	\$ 8,000.00	\$ 8,000.00
1	OP-DS-ORECO	IAX Offline Recognition Engine	\$ 10,000.00	\$ 10,000.00
1	SCH-CLI-OPEXDS	IAX CAR/LAR Opex DS Series	\$ 3,500.00	\$ 3,500.00
1	SCH-812	ItemAge Express Image Data Completion (Per Site)	\$ 5,400.00	\$ 5,400.00
1	SCH-IAX-702	Inquire 2000 for SQL Server, including Offline Storage (per site)	\$ 8,500.00	\$ 8,500.00
1	SCH-840-B	Check 21 Upload File - per bank	\$ 1,500.00	\$ 1,500.00
1	SCH-BND-350	Rubberbanding < 350 snippets per day	\$ 2,500.00	\$ 2,500.00
APPLICATION SOFTWARE SUB-TOTAL:				\$39,400.00

SERVICES:

Qty	Product Code	Description	Unit Price	Extended Price
1	SV-RD	Requirements Definition (by phone/email)	\$ -	\$ -
1	SV-I007	ItemAge Exp Application Implementation	\$ 4,800.00	\$ 4,800.00
1	SV-T007	Operator Training - Item Age Express	\$ 4,800.00	\$ 4,800.00
1	Travel Incurred	Travel Expenses as incurred	\$ -	\$ -
SERVICES SUB-TOTAL:				\$9,600.00



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Fayette County Water

ANNUAL MAINTENANCE:

Hardware Maintenance:

Qty	Product Code	Description	Unit Price	Extended Price
		<p>Contract will be direct with OPEX</p> <p>30 days warranty from date of hardware delivery 90 days advanced cancellation notice required</p>		
		HARDWARE MAINTENANCE TOTAL:		\$0.00

Software Maintenance:

Qty	Product Code	Description	Unit Price	Extended Price
1	SWMAIN	<p>Software maintenance - \$4440.00 to be paid on annual renewal date July 1/17 for 1 year ****</p> <p>After 1 year - Creditron agrees to hold maintenance for 2018/19 @ \$8875.00, renewing annually subject to increase</p>	\$ 4,440.00	\$4,440.00

	SOFTWARE MAINTENANCE TOTAL:		<u>\$4,440.00</u>
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Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Fayette County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

399137

Federal Work Authorization User Identification Number

3/9/2011

Date of Authorization

Creditron

Name of Contractor

I164-N: Water Remittance Processor

Name of Project

Fayette County, Georgia

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on Feb. 10, 2017 in (city) Rockville, (state) MD

Debbie Barrato

Signature of Authorized Officer or Agent

Debbie Barrato, EVP & CFO

Printed Name and Title of Authorized Officer or Agent

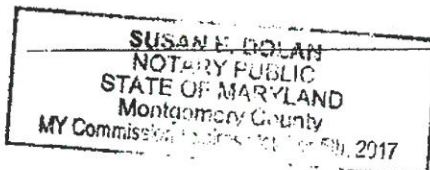
SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 10th DAY OF February, 2017.

Susan E. Dolan

NOTARY PUBLIC

My Commission Expires:



**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Exempt payee
 Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
210-15800 Crabbs Branch Way

City, state, and ZIP code
Rockville, MD 20855

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
Employer identification number								
3	6	-	4	1	9	1	6	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ **DB/10** Date ▶ **2/10/2017**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.