

## GWINNETT COUNTY DEPARTMENT OF FINANCIAL SERVICES PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935 (0) 770.822.8720 | (F) 770.822.8735 www.gwinnettcounty.com

December 2, 2025

#### REQUEST FOR PROPOSAL RP004-26

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified service providers for the **Provision of an Employee Service Awards Program on a Multi-Year Contract** for the Department of Human Resources.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Service Provider name. Proposals will be received until 2:50 P.M. local time on January 6, 2026 at the Gwinnett County Financial Services - Purchasing Division - 4th Floor Charlotte J. Nash Building, 75 Langley Drive, Lawrenceville, Georgia 30046. NOTE THAT THE PURCHASING DIVISION HAS TEMPORARILY RELOCATED. ALL PROPOSALS MUST BE SUBMITTED AT THIS LOCATION. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting service providers will be read at 3:00 P.M. A list of service providers submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

Questions regarding proposals should be directed to Jenny Coleman, Purchasing Associate II, at <u>Jenny.Coleman@GwinnettCounty.com</u> or by calling 770-822-8734, **no later than 3:00 P.M. December 12, 2025**. Proposals are legal and binding upon the service provider when submitted. Five (5) unbound single-sided copies (one (1) marked original and four (4) marked copy), and two (2) digital (flash drive) copies (one (1) technical and one (1) financial) should be submitted.

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 Gwinnett County website, <a href="www.gwinnettcounty.com">www.gwinnettcounty.com</a> and service providers submitting a proposal will be notified via email.

We look forward to your proposal and appreciate your interest in Gwinnett County.

Jenny Coleman Purchasing Associate II

The following pages should be returned as part of your proposal document:

Fee Schedule (return in a separate envelope), Page 6 Service Provider Information, Page 7 References, Page 8 Code of Ethics Affidavit, Page 9 Contractor Affidavit and Agreement, Page 10

#### **SPECIFICATIONS**

#### I. INTRODUCTION

Gwinnett County (Gwinnett) offers an employee Service Awards Program that is designed to recognize the contributions of employees upon reaching specific milestones in their careers with the organization. It is important to Gwinnett that employees are acknowledged, appreciated and celebrated. This program should provide quality, variety and meet all branding requirements as outlined below.

#### II. PROGRAM REQUIREMENTS

Employees receive a service award gift, Certificate of Special Recognition, and lapel pin in celebration of their 5, 10, 15, 20, 25, 30, 35 and 40 years of employment anniversaries.

The Department of Human Resources (HR) will provide the service provider with a monthly report detailing eligible employees with the following information: employee name, years of service, department, service anniversary date, and shipping location.

After receiving this report, the service provider shall provide the employee service award gift packet, certificate of special recognition, and service award lapel pin as shown below.

#### **Service Award Gift Packet**

The service provider will be responsible for sending service award gift packets to the qualifying employee. The packet should include the following:

- 1. Instructions for online catalog access and on-line ordering (5, 10, 15, 20, 25, 30, 35 or 40 years of employment)
- 2. Letter of recognition sent to the employee via email (see sample letter "Appendix A").

Once the employee places their order, the item is then shipped to the employee's home address.

Gwinnett requests that service providers offer eligible employees a vast selection of service award gifts. For example, an employee may choose from a variety of different award gifts (of approximately the same price range) on each specified anniversary date.

Gwinnett will need to approve all gift selections.

#### **Certificate of Special Recognition**

Employees will also receive a Certificate of Special Recognition (see sample certificate "Appendix B").

HR will provide a template for certificates that meet internal Gwinnett branding requirements. Any potential changes or modifications require the approval of the Human Resources Director and Gwinnett County Department of Communications. The certificate should display the Gwinnett County Seal, list the employee's name, years of service, and have signature lines to be signed by the Commission Chairperson, County Administrator, and the employee's Department Director. There will be occasional requests to have signature lines modified. Gwinnett will provide this information.

The certificate size should be printed on 8.5"x11" ivory colored, 110 lb. premium cardstock paper. After the service provider receives the report from HR, certificates should be printed, organized by department, and mailed to HR. The service provider will also provide a presentation holder/binder for the certificate. The presentation holder/binder shall be a black, non-padded premium quality leatherette certificate holder, 8.5"x11" in size with a clear acetate overlay for protection of certificate, four white satin ribbon corners, and an easel backing design for standing on table or wall mounting, similar to the below image. When possible, the presentation holder will need to be individually sealed to ensure quality of product.



#### **Service Award Lapel Pin**

Employees reaching career milestones with Gwinnett will receive a service award lapel pin that identifies years of service with an accompanying-colored synthetic stone. HR will place an annual order for lapel pins. These pins are then distributed to department liaisons.

The design for the service lapel pin shall be the standard 5/16" x 1-1/8" (see attached drawings "Appendix C") and gold-plated.

The color scheme for the synthetic stone will be black onyx (5 years), ruby (10 years), sapphire (15 years), emerald (20 years), amethyst (25 years), yellow topaz (30 years), diamond (35 years) and aquamarine (40 years).

In the middle of the circle will be the raised black/brown recessed tone shape of the Gwinnett logo. The service year will also be included in the middle of the logo with black/brown recessed tone. All service years will bear a 2.0 mm synthetic stone located in the center, under the logo.

Arched around the inside of the circle will be raised black/brown recessed lettering "Gwinnett County" at the top.

Each pin should be backed with a military or magnetic clutch. Please provide a sample of each. Each pin should be individually packaged in a plastic bag.

#### III. INFORMATION REQUESTED IN PROPOSALS

Proposals should be responsive to all items noted in the request for proposal. It may also include supplemental material(s) that further illustrate the responder's ability to successfully provide the scope of services outlined in this request.

#### A. Experience and Professional Qualifications

Please provide an overview of the responder's organization/firm, including at minimum: historical background, location(s) of business, length of time in the business, and organizational structure.

#### B. Quality

Please provide extensive detail on the process of quality control within the responder's organization. Please detail any warranty programs included with gifts/products. Specific to the pins, jewelry that causes discoloration of skin, items that break or malfunction easily, or items of inferior quality are unacceptable.

#### C. Selection and Variety

Please provide a catalogue that indicates several different gifts available for each specified anniversary date. Selection that allows a choice between multiple gifts in the same price range is desired.

#### D. Design and Production

Please provide samples that meet the design and branding requirements for service award packet, certificate, certificate holder, and lapel pins. Please provide five (5) samples of each with your proposal.

#### E. Service and Invoicing

Exceptional customer service is a huge part of any service provider partnership. The service awards program is a reflection of Gwinnett. Any questions or problems that may arise should be resolved as quickly and efficiently as possible. Monthly invoices should include employee name, employee number, item number ordered, location mailed, etc.

#### F. References

Gwinnett requires a minimum of three (3) references where work of a similar size and scope has been completed. Information provided should be complete, current, and easily verifiable. Failure to supply complete, current, and easily verifiable information as requested may be reflected in the score for this criteria.

#### G. Cost (to be submitted in a separate sealed envelope)

Gwinnett anticipates the average cost of awards to be similar to the following:

Years of Service	Anticipated Award Cost Range	Anticipated Lapel Pin w/Stone
5	\$53 - \$65	\$4
10	\$65 - \$79	\$4
15	\$75 - \$92	\$4
20	\$90 - \$110	\$4
25	\$162 - \$198	\$4
30	\$268 - \$327	\$4
35	\$350 - \$428	\$4
40	\$425 - \$519	\$4

Proposed pricing must include all costs, including but not limited to imprinting, freight, administrative costs, dye cutting, gift, and lapel pin. Service provider will be responsible for shipping and handling of returned items.

#### IV. Selection Criteria

A selection committee will be established consisting of staff members and one independent evaluator. Gwinnett will evaluate each submittal carefully. Proposals will be evaluated based on the following criteria:

	Points	
Phase I		
A.	Experience and Professional Qualifications	15 points
В.	Quality	15 points
C.	Selection and Variety	15 points
D.	Design and Production	15 points
E.	Service and Invoicing	10 points
F.	References	10 points
Sub-Total/Points 80 points		
Phase II		
Cost (to be submitted separately in a sealed envelope)		20 points
Phase III		
Optional Interview		10 points
Total Points		110 points

Basis of Short-Listing / Selection

Phase I – Initially, proposals will be evaluated based on their relative responsiveness to the criteria described above and will be scored based on the point values as shown.

Phase II – Service providers may be short-listed for further consideration. The Cost Proposals of the short-listed service providers from Part I will be opened, reviewed, and scored with the lowest cost receiving the most points and the other service providers receiving proportional points based on the differences in proposal costs.

Phase III – At Gwinnett's discretion, or as deemed in Gwinnett's best interest, service providers may be short-listed a second time for an interview/demonstration. At this time, Gwinnett may request further information, explanations, clarifications, presentations, interviews, demonstrations, or meetings with some or all of the remaining service providers.

If interviews are necessary for selection, evaluation will be performed using a 0-10-point scoring system. All presentations/interviews will be the sole responsibility of the proposing service providers and at no cost to Gwinnett.

If an agreement with the highest ranked service provider cannot be reached, Gwinnett may then negotiate with the second-ranked service provider and so on until a satisfactory agreement has been reached.

Gwinnett reserves the right to cancel the Request for Proposal for any reason and at any point in the selection process if deemed appropriate by Gwinnett.

#### FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL MAY RESULT IN REJECTION OF PROPOSAL.

## FEE SCHEDULE (TO BE SUBMITTED SEPARATELY IN A SEALED ENVELOPE)

Award Gifts					
Item # Approx. Quantity		Years of Service	Award Avg. Unit Price	Avg. Total Amount	
1.	339	5 years From \$ to 10 years	\$	\$	
2.	195	10 years From \$ to	\$	\$	
3.	100	10 years From \$ to  15 years From \$ to  20 years From \$ to  25 years From \$ to  30 years From \$ to  35 years From \$ to  40 years From \$ to	\$	\$	
4.	148	20 years From \$ to	\$	\$	
5.	80	25 years From \$ to	<u> </u>	\$	
6.	27	30 years From \$ to	\$	\$	
7.	2	35 years From \$ to	<u> </u>	\$	
8.	1	40 years From \$ to	\$	\$	
			<b>Award Gifts Total</b>	\$	
Lapel Pii	าร				
Ye	ears of Service	Approx. Quantity	Unit Price	Total Price	
5 years		339	\$	\$	
	10 years	195	\$	\$	
	15 years	100	\$	\$	
20 years		148	\$	\$	
25 years		80	\$	\$	
30 years		27	\$	\$	
35 years		2	\$	\$	
40 years		1	\$	\$	
			Lapel Pins Total	\$	
		Proposal Total (Aw	ard Gifts + Lapel Pins)	\$	

<u> </u>	Provider Name			
Service	Provider Name			
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## FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL MAY RESULT IN REJECTION OF PROPOSAL. Service Provider Information

The services to be provided under this Agreement shall commence on March 1, 2026, or upon final execution of the contract document. The initial term of this Agreement shall be through December 31, 2026. This Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of execution and at the close of each succeeding calendar year of renewal, if renewed. This Agreement shall be automatically renewed upon the same terms and conditions unless the County terminates the Agreement on the day of the close of the calendar year in which it was executed or within sixty (60) days after the day of the close of the calendar year of execution or of each succeeding calendar year for which it may be renewed, for a total lifetime obligation of five (5) years. If applicable, title to any supplies, materials, equipment or other personal property shall remain in the service provider until fully paid for by the County. In addition, this Agreement will terminate immediately and absolutely when appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the Agreement. Any obligation of the County hereunder is only for such sums payable during the calendar year of execution or each calendar year of renewal, if renewed.

Unless otherwise noted, quoted prices will remain firm for four (4) additional 12-month periods. If a percentage increase/decrease is a part of the renewal options, please note this in the space provided together with an explanation.				
Renewal Option 1:	% Increase	% Decrease	Explanation	
		% Decrease	•	
Renewal Option 3:	% Increase	% Decrease	Explanation	
	% Increase	% Decrease		
Certification Of Non-Collu		Signature		 Date
Service Provider has ex	amined the proposal p	ackage, and followi	ing addenda:	
No	Dated	No	Dated	
No	Dated	No	Dated	
Commissioners within on which prices are quoted, a the quote schedule. By remittance of goods and	ne hundred twenty (120) at the price set opposite submission of this pro services. Service provide	days of the date of q each item, delivered posal, I understand t ers should select their	uote opening, to furn to the designated poin that Gwinnett County preferred method of	uote is accepted by the Board of nish any or all of the items upon nt(s) within the time specified in uses Electronic Payments for electronic payment upon notice nt information in the instructions
Legal Business Name				
Address				
Does your company curre	ntly have a location withi	n Gwinnett County? Y	es 🗌 No 🗌	
Representative Signature		Printe	d Name	
Telephone Number		F-mail address		

#### FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL MAY RESULT IN REJECTION OF PROPOSAL.

#### **REFERENCES**

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed.

Note: References should be customized for each project, rather than submitting the same set of references for every project bid. The references listed should be of similar size and scope of the project being bid on. Do not submit a project list in lieu of this form

1113 10	1111.	
1.	Company Name	
	Brief Description of Project	
	Completion Date	
	Contract Amount \$	Start Dates
	Contact Person	Telephone
	E-Mail Address	
2.	Company Name	
	Brief Description of Project	
	Completion Date	
	Contract Amount \$	Start Date
	Contact Person	Telephone
	E-Mail Address	
3.	Company Name	
	Brief Description of Project	
	Completion Date	
	Contract Amount \$	Start Date
	Contact Person	Telephone
	E-Mail Address	

Service Provider Name \_\_\_\_\_



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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:

ction 4 below) on 3 & section 4 below)
:_
Gwinnett County Elected Official Name
Gwinnett County Elected Official Name
Sworn to and subscribed before me this
day of, 20
•

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** 



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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 Registered
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 Contractor	Document ID #
	Issue Date:
Printed Name of Authorized Officer or Agent	Initials:
SUBSCRIBED AND SWORN BEFORE ME ON THIS T DAY OF, 20	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
Notary Public	Security, in conjunction with the Social Security Administration (SSA).

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

## RP004-26

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Buyer	Initials:	JU

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.

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

# 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 QUOTE/BID/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 quote/bid/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 (48) 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 disgualified.

#### 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. §48-8-3(2) and O.C.G.A. §48-8-63.

#### 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 <a href="https://www.gwinnettcounty.com">www.gwinnettcounty.com</a>.

#### 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: <a href="mailto:vendorelectronicpayment@gwinnettcounty.com">vendorelectronicpayment@gwinnettcounty.com</a> 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 <a href="Vendor Login and Registration">Vendor Login and Registration</a> on the County's web site and update the requested information on the Direct Deposit tab or mail a <a href="Direct Deposit Authorization Agreement">Direct Deposit Authorization Agreement</a> 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 -> Gwinnett County Electronic Payments.

#### **DIRECTIONS TO GJAC BUILDING FROM I-85**

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and 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 <a href="https://example.com/here-to-state

### **Appendix A**

From: service awardfulfillment.com < <a href="mailto:service@awardfulfillment.com">service@awardfulfillment.com</a>>

**Sent:** Monday, November 3, 2025 10:19 AM **To:** EMPLOYEE < name@gwinnettcounty.com > **Subject:** Gwinnett County Years of Service Award



#### **Congratulations, EMPLOYEE NAME!**

Thank you for 20 Years of making a difference in Gwinnett County. Your service milestone is more than just a number – it's a testament to the positive impact you've had on our community.

The County thrives because of employees like you, who embody the highest standards of performance and quality. Your continuous pursuit of improvement fuels our mission to excel in an ever-evolving world. Your contributions are the driving force behind the exceptional service we provide.

We see you. We appreciate you. This service award is a symbol of our gratitude for your tireless commitment to the residents of Gwinnett County. May it serve as a reminder of the vital role you play in our shared quest for excellence.

To claim your well-deserved recognition, please visit <a href="https://gwinnett.transcendengagement.com/">https://gwinnett.transcendengagement.com/</a> and log in.

Username: 65138 Password: 19820102

Thank you again and best wishes for your continued success!

If you have questions or concerns, please feel free to reach out to Gwinnett County Human Resources at 770.822.7915 or CountyServicesAwards@GwinnettCounty.com.

# BOARD OF COMMISSIONERS

Proudly presents this

# Certificate of Special Recognition

to

# Shaunieka Kucheryavaya

In appreciation of five years of devoted and invaluable service achieved on the 31<sup>st</sup> of January, 2020.

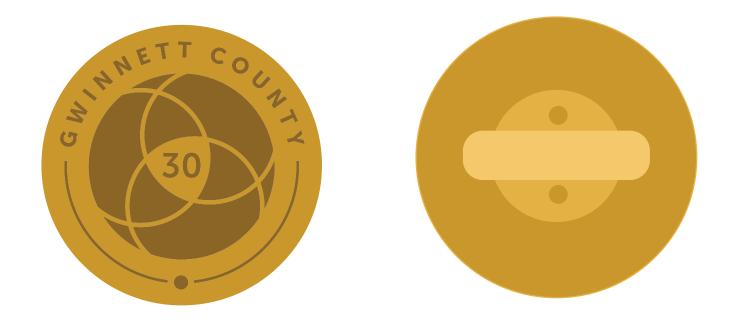
Charlotte J. Nash, Chairman Gwinnett County Board of Commissioners



Glenn P. Stephens, County Administrator

Tina Fleming, Director, Community Services

### **Appendix C**



RAISED

BLACK/BROWN RECESSEED/ENGRAVED