



April 28, 2021

REQUEST FOR PROPOSAL
RP015-21

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified Consultants for **Consultant Demand Services on an Annual Contract** with Four (4) Options to Renew for the Department of Water Resources.

Proposal submittal date and location:

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 **July 13, 2021** at the Gwinnett County Purchasing Office, 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.

Pre-Proposal Date and Location:

A virtual Webex pre-proposal conference is scheduled for 10:00 a.m. on **May 20, 2021** at <https://gwinnettgov.webex.com/gwinnettgov/j.php?MTID=mea9789a0849f62cd3ede53782b95d0ea>. You can also join by meeting number/access code: 129 389 9194; password: TKdJAXMV724. All consultants are urged to attend.

Instructions on Submitting Questions

Questions regarding proposals should be directed to Shelley McWhorter at Shelley.McWhorter@gwinnettcounty.com or by calling 770-822-8734, no later than 4:00 p.m. on **June 17, 2021**.

Insurance:

Successful firms 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.

Facility Access

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

Proposals are legal and binding upon the bidder when submitted.

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.gwinnettcountry.com and companies submitting a proposal will be notified via email.

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



Shelley McWhorter, CPPB
Purchasing Associate III

I. INVITATION TO SUBMIT PROPOSALS

- A. The Gwinnett County Department of Water Resources (GCDWR) hereby requests Proposals from consultants for **Consultant Demand Services on an Annual Contract** with four options for renewal. This submission will assist GCDWR in selecting consulting firms to provide demand services for GCDWR in its implementation of its capital improvement and operating programs.

GCDWR needs sufficient information to determine that your firm is adequately staffed and capable of providing annual consultant demand professional services for one or more of the following service categories where your firm may attempt to qualify.

- Service Category A – Water and Water Reclamation Facilities and Pump Station Services
- Service Category B – Water Line, Sewer Line and Reuse Water Line Services
- Service Category C – Watershed Services
- Service Category D – Stormwater Infrastructure Services
- Service Category E – Dam Services
- Service Category F – Programmatic Rehabilitation Management Services
- Service Category G – Asset Data Management Services
- Service Category H – Strategic Asset Management, Planning, and Modeling Services
- Service Category I – Specialized Support Services

Gwinnett County has an annual contract for Construction Materials Testing that includes geotechnical services. Providing geotechnical services are not required under any of the above listed Service Categories.

GCDWR intends to select a minimum of three (3) firms under each of the Service Categories. Depending on the number of proposals and different types of specialized services submitted for Service Category I, there is no specified minimum or maximum number of firms to be selected under Service Category I. The minimum numbers noted above are not guaranteed, Gwinnett County reserves the right to award to a smaller or larger number of firms, if in the County's best interest.

A separate proposal is required for each Service Category from firms if they wish to be considered for that specific Service Category. Consultants shall submit one independent proposal for each Service Category addressing criteria requested under **Section IV. PROPOSALS** and one independent fee schedule for each Service Category as required under **Section V. PROPOSAL FEE SCHEDULE.**

B. Partnering, Teaming, and Subconsultants

Partnering, teaming and subconsultants will be permitted as part of the proposal for every category with the exception of Category I – Specialized Support Services. Category I – Specialized Support Services shall be a single firm. For Service Categories A – H, if partnering or teaming, all of the teaming partners, and/or subconsultants must be clearly identified and the reasons and benefits to GCDWR for this teaming arrangement presented.

C. Proposal

One (1) unbound original – single sided (designated as the original), five (5) bound copies (may be double sided), and one (1) electronic version on a thumb drive of the proposal should be submitted. All copies of the proposal must be identical. The electronic version should be one .pdf file that is identical to the hard copies and not multiple files. The full cost of proposal preparation is to be borne by the proposing firm. The original proposal must be signed in ink by a company official who has authorization to commit company resources. These officials will also be individuals noted as authorized to sign Work Authorizations.

Proposals shall be submitted in a sealed envelope/package. Envelope/package shall be addressed to the following and labeled as shown below:

Gwinnett County Purchasing Division
Gwinnett Justice and Administration Center - Second Floor
75 Langley Drive
Lawrenceville, Georgia 30046

RP015-21 Consultant Demand Services on Annual Contract
Service Category (*insert Service Category Letter – Category Name*)
Company Name

D. Proposal Fee Schedule

The Proposer is to submit, **in a separately sealed envelope**, one (1) original and five (5) exact copies of Proposal Fee Schedule per category proposing. Envelope/package shall be addressed to the following and labeled as shown below:

Gwinnett County Purchasing Division
Gwinnett Justice and Administration Center - Second Floor
75 Langley Drive
Lawrenceville, Georgia 30046

RP015-21 Consultant Demand Services on Annual Contract
Service Category (*insert Service Category Letter – Category Name*)
Company Name

FEE SCHEDULE

E. Consultant Proposal Development and Submittal Responsibilities

Request for Proposal Questions: All questions concerning this RFP should be directed **IN WRITING** by the date indicated on the cover page of the invitation.

Where appropriate, GCDWR responses to formal questions will be in writing and will be distributed to all firms on our record as having received a copy of this RFP.

Please note that it is the Consultant's responsibility to confirm with the Purchasing Associate that the Proposer is on record as having received a copy of this RFP and associated addendum. In each case of formal questions, GCDWR will determine whether a response is appropriate or necessary. If questions require a formal response or changes are made to the RFP, an Addendum(s) will be issued to all proponents via email to the address on file.

Proposal Development Costs. GCDWR will not pay any Consultant or Subconsultant for work done in preparation of this proposal submittal.

Proposal Submittal. Sole responsibility rests with the firm to ensure that their proposal(s) are received on time at the above stated location.

Proposals submitted by alternate means other than those specified in this solicitation will be rejected and disposed of accordingly. This includes proposals sent by facsimile, email, or any other electronic or telegraphic means. If the County receives a proposal through such alternate means, the County does not assume any burden or liability to notify the Consultant that the proposal has been rejected.

Proposers are to follow the instructions outlined in this solicitation and failure of the Proposer to do so may result in the County deeming the Proposer's submittal as non-responsive. Firms are expected to allow adequate time for delivery of their proposals either by hand delivery, postal service or other means. Late proposals will not be accepted and will be returned to the Proposer. If hand delivering, allow extra time as you will be required to go through security.

F. No Communication Period

Between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners, 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 without written permission of the Purchasing Associate named in the solicitation. Violations will be reviewed by the Purchasing Director. 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. This process is to ensure that all prospective respondents have the same level of knowledge relative to the RFP, as well as ensuring any additional data is made available to all proposers.

G. Proposals Received

Submitted proposals and all documentation regarding the proposals will not be made available to the public until such time that an official action has been taken by the Gwinnett County Board of Commissioners to award or reject this solicitation. All proposals and supporting materials, as well as correspondence relating to this RFP, become property of Gwinnett County when received and will be subject to the Georgia Open Records Act.

H. Legal

All applicable State of Georgia and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the consultants and services throughout and incorporated herein by reference. The Agreement with the selected firm, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the Charter and Code of Gwinnett County and the laws of the State of Georgia.

I. Work Authorizations

Following award of the selected firms under each Category of this contract, firms will be contacted based upon their qualifications and experiences to develop an approach and fee for Work Authorizations for a specific project. For each work authorization, the County will select the most qualified firm to submit a Work Authorization proposal that it deems would provide the best service/value for the specified project and/or is in the best interest of the County. DWR will be mindful of the current level of participation and equitable distribution of work in Service Categories A through H.

Based on the County's current needs, GCDWR does not anticipate requesting competing work authorization proposals from multiple consultants for a single project unless GCDWR and the Consultant cannot agree to the project specific terms and conditions.

For approved Work Authorizations spanning more than one calendar year, a Purchase Order will be issued for the initial calendar year using the cash flow forecast amount presented by the Demand Service Consultant. The Purchase Order will be increased each calendar year based on the cash flow forecast until the Work Authorization has reached its Not-to-Exceed amount or the contract term is ended. For approved Work Authorizations that will be completed within a single calendar year, the Purchase Order will be issued for the full Work Authorization amount.

No minimum or maximum amount of work is guaranteed for each selected firm under this solicitation, and work will be procured on an as-needed basis via Work Authorization approvals per request. GCDWR will be mindful of equitable work distribution among the selected consultants for Service Categories A-H. GCDWR will not pay any Consultant or Subconsultant for work done in preparation of work authorization proposals.

II. INSTRUCTIONS TO CONSULTANTS

A. Consultant Qualifications

No proposal shall be accepted from and no contract will be awarded to any person, firm, or corporation that is in arrears to Gwinnett County, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to Gwinnett County or that is deemed irresponsible or unreliable by Gwinnett County. If requested, consultant shall be required to submit satisfactory evidence that they have a practical knowledge of the particular service proposed upon and that they have the necessary staffing and financial resources to provide the proposed service category called for as described in **Section III. DESCRIPTION OF SERVICES** of this RFP

B. Annual Consultant Demand Services Agreement

The Consultant will be expected to sign an Annual Consultant Demand Services Agreement for professional services developed by Gwinnett County (*Sample Annual Consultant Demand Services Agreement included*). The proposal should contain a statement that the Consultant has carefully reviewed the agreement, can meet all insurance and other requirements, and if selected, will sign the agreement. No modifications to the agreement will be permitted. This information must be included in the cover letter as referenced in **Section IV. PROPOSALS** of this RFP.

Selected consultant(s) are required within ten (10) days of the Notice of Award to provide the following:

- Certificate of Insurance specified in proposal
- Two (2) sets of properly executed contract documents.

C. Certifications

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had a program in place to ensure participation of DBE vendors and suppliers on federally funded contracts. The State of Georgia has established a similar program whereby DBE firms are defined, certified, and made known. This effort is managed by the Georgia Department of Transportation (GDOT). Additional information regarding this State program can be found at <http://www.dot.ga.gov/PS/Business/DBE>.

Gwinnett County Government encourages the participation of all businesses in offering their services and/or products. The Gwinnett County Government has the goal to fairly and competitively procure the best product at the most reasonable cost. While the Gwinnett County Government does not administer a DBE certification program, the County does desire to identify DBE participation in our contracts and to quantify that participation. The Consultant is requested to indicate DBE status (if any) in your submittal, on the firm information page.

III. DESCRIPTION OF SERVICES

A. Service Category A – Water and Water Reclamation Facilities and Pump Station Services

The consultant shall provide professional services as requested by the County to improve, repair, expand and modify County water facilities, water reclamation facilities, pump stations and departmental facilities.

This effort will include, but not be limited to, project scope development, review of records, research of design criteria and investigation of materials, construction methods and equipment, and other necessary functions related to the specific project; coordination of reports in written and graphic form; preparation of opinion of probable construction cost estimates; Design Development Services; Basis of Design reports; instrumentation and control design and support services; standard operating procedures for input into Gwinnett County DWR's Electronic O&M platform; preparation of a summary for the Basis of Design report; preparation of construction contract documents suitable for bid conforming to applicable Federal or State regulations and Gwinnett County ordinances; and bid phase services including bid advertisement, bidders pre-qualifications, response to questions from suppliers, manufacturers, and potential bidders, preparation of addendum and conformed documents, preparation of agenda and meeting minutes, bid tabulation, and recommendation for award of contract and permitting.

The consultant will perform surveys as requested by the County in support of the design of water, water reclamation and pump station facilities under this contract and as otherwise required for the operation of these systems. These surveys may include cadastral surveys, topographical surveys, engineering surveys, hydrographic surveys, boundary surveys, as-built surveys, surveys for definition of easement areas – both existing and proposed, and construction surveys for line and grade of proposed pipelines. Subsurface Utility Engineering (SUE) investigations are limited to Quality Levels B, C, and D only as defined in CI/ASCE 38-02 *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*. Additional services provided may include, but are not limited to, professional opinions and filing survey documents with the appropriate departments/agencies. Survey services shall be offered with billing rates to address conventional services as well as survey grade versus mapping grade GPS services.

Construction management services and Engineering Services during construction will include, but not be limited to, project scope development; provision of administrative management and/or management assistance throughout construction; review and monitoring of construction schedules provided by successful bidders; construction monitoring for adherence to the contract documents; review of contractor's shop drawings and submittals; conducting warranty inspections of all construction based on contract documents; as-built and record drawing document development and monitoring; pay application review and approval; inspection and verification of stored materials; arrangement of groundbreaking ceremonies; review of RFI's, RFP's, FO's and change orders; review and management of punch list items; development and submission of asset management reports; coordination of start-up, training, and commissioning; review and approval of O&M manuals; and observation of construction to ensure contract compliance.

The consultant may be asked to provide immediate professional services in response to an emergent or urgent need as requested by GCDWR, on an as-needed basis when required. This effort may include, but not be limited to, Conceptual Design; Basis of Design; Detailed Design; preparation of construction contract documents suitable for bid conforming to applicable Federal or State regulations and Gwinnett County ordinances; and bid phase services including bid advertisement, bidders' pre-qualifications, response to questions from suppliers, manufacturers, and potential bidders, preparation of agenda and meeting minutes, bid tabulation, and recommendation for award of contract and/or permitting.

The consultant shall provide services to assist GCDWR in complying with Federal, State and/or local environmental policies and environmental science issues. The consultant shall provide miscellaneous environmental services including, but not limited to, assisting GCDWR with permit compliance submittals to Federal, State and/or local regulatory agencies, project scope development, biological assessments including modeling, water quality impact evaluations,

wetland determinations, threatened and endangered species assessments, cultural and archaeological assessments, land management, light and sound attenuation reports, air quality monitoring and reporting, dredge and fill permitting and disposal, NPDES permitting, stormwater pollution prevention plans, monitoring reports, mitigation design and mitigation construction management, stream buffer and trout stream issues. Efforts shall include data collection, impact assessments, alternative evaluations, report preparation, agency coordination, wetland design, plans and specifications, bidding support, environmental policy and planning documents, permit application preparation and submittal, and public involvement.

Associated services may include review of reports, design and related work performed by others, including, but not limited to, value engineering, bid ability, and constructability reviews.

The Consultant shall perform subsurface record investigation and related tasks in obtaining applicable underground utility information and data required under this service category. These include: investigations to be performed throughout Gwinnett County on an as-needed and as-requested basis; provide subsurface utility designating and reporting; provide all engineering services in identifying and evaluating features and properties of unknown underground utilities and other subsurface facilities; provide engineering report of findings; provide subsurface utility location coordination and reporting; provide all engineering services in determining horizontal and vertical alignments of underground utilities and provide engineering report of findings. Subsurface Utility Engineering (SUE) investigations are limited to Quality Levels B, C, and D only as defined in CI/ASCE 38-02 *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*.

The Consultant shall coordinate internal departmental communications with customers, residents, the media and other departments, working closely with and complementing the activities of the GCDWR Public Information Officer (PIO)/Communications Manager. Services to be provided shall include, but not be limited to: providing press releases and communications; review and critiquing presentation materials prepared by others; publication of facility brochures; increasing the arena for understanding the department's conservation and reuse programs; marketing and departmental branding; publication of an internal departmental newsletter; reviewing bill inserts for content, syntax, and tone; communicating the department's new strategic plan; gathering or writing articles for the department's newsletter as well as the County's employee newsletter; participation in facility tours and new employee orientations; and providing oversight, including coordination of efforts to upgrade the department's website for both external and internal users.

The Consultant shall coordinate external communications with customers, residents, the media and other departments, working closely with and complementing the activities of the GCDWR PIO/Communications Manager: facilitating neighborhood meetings on projects; crafting press releases; providing public outreach; preparation of speaking points; production of presentation materials; development and/or review of multimedia presentations; attendance at evening meetings or weekend events; developing and conducting customer satisfaction and customer service surveys, tracking results, and transforming those results into action plans for others to improve service; following up with unhappy customers or residents after problems have been solved; making contacts with Media, and coaching others on addressing questions from Media; and participation in facility tours.

The Consultant shall perform evaluations of treatment processes, equipment and facilities, and shall provide engineering opinions regarding optimization and re-design of plant operations, equipment and facilities. This includes services such as conducting water/water reclamation related research, BioWin Model development, chemical and microbial analysis of

water/wastewater quality, characterization, treatability, and contaminant mitigation; water/ water reclamation facility process evaluations, including new/innovative treatment techniques, efficacy studies, regulatory compliance, and permit validations; sludge/residuals studies, including both water plant and water reclamation facility residuals; hydraulic models of water treatment facilities, water reclamation treatment facilities and pump stations; environmental hygiene studies; environmental safety investigations; chemical kinetics studies to determine formation potentials of disinfection byproducts and other contaminants. Deliverables will include written research reports, design recommendations and guidelines, Standard Operating Procedure manuals, position statements, white papers, and statements of opinion concerning potential outcomes of various actions. Results may be presented in the form of papers at technical conferences and published in related technical journals.

Work may include presentation support, professional development and Gwinnett County employee training and any additional services meeting the intent of this category. Work also may include any other additional services not mentioned which could reasonably be expected to be provided under this Service Category.

Types of Projects Expected:

- Water/Water Reclamation facility hydraulic modeling and analysis
- Biosolids – Planning and studies, condition assessments, evaluation and optimization
- Underwater infrastructure design, inspection and construction
- Water/Water Reclamation process unit operation performance evaluation, analysis and optimization including: screening, grit removal, primary and secondary clarification, biological processes, solids separation (filtration and membrane systems), chemical feed systems, disinfection (UV, Ozone, chemical), pump systems and process mechanical equipment evaluation (blowers, boilers, pumps, fans)
- Regional pump station condition assessment, evaluation and rehabilitation
- Pressure management initiatives for water distribution including pumping, storage and system monitoring and control

B. Service Category B – Water Line, Sewer Line and Reuse Water Line Services

The Consultant shall provide design services as requested by the County to assess, improve, repair, extend and modify the County sanitary sewer collection system, water distribution and transmission system, reuse water line system, pumping and lift stations, and other components of the water, sanitary sewer, and reuse water line systems.

This effort will include, but not be limited to, project scope development, review of records, research and development of design criteria and investigation of materials, construction methods, and other necessary functions related to the specific project; coordination of reports in written and graphic form; preparation of probable budgetary construction cost estimates; Design Development Services; Basis of Design reports; instrumentation and control design and support services; preparation of a summary for the Basis of Design report; preparation of construction contract documents suitable for bid conforming to applicable Federal or State regulations and Gwinnett County ordinances; and bid phase services including bid advertisement, bidders pre-qualifications, response to questions from suppliers, manufacturers, and potential bidders, preparation of agenda and meeting minutes, bid tabulation, and recommendation for award of contract and permitting.

The Consultant will perform surveys as requested by the County in support of the design of water, sewer and departmental facilities under this contract and as otherwise required for the operation of these systems. These surveys may include cadastral surveys, topographical surveys,

engineering surveys, hydrographic surveys, boundary surveys, as-built surveys, surveys for definition of easement areas – both existing and proposed, and construction surveys for line and grade of proposed pipelines. Subsurface Utility Engineering (SUE) investigations are limited to Quality Levels B, C, and D only as defined in CI/ASCE 38-02 *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*. Additional services provided may include, but are not limited to, professional opinions and filing survey documents with the appropriate departments/agencies. Survey services shall be offered with billing rates to address conventional services as well as survey grade versus mapping grade GPS services.

Construction management services will include, but not be limited to, project scope development, provision of administrative management and/or management assistance throughout construction; review and monitoring of construction schedules provided by successful bidders; construction monitoring; review of contractor's shop drawings and submittals; conducting warranty inspections of all construction based on approved specifications; as-built development and monitoring; pay application review and approval; inspection and verification of stored materials; arrangement of groundbreaking ceremonies; review of RFI's, RFP's, FO's and change orders; review and management of punchlist items; development and submission of asset management reports; coordination of start-up and training; review and approval of O&M manuals; and observation of construction to ensure design compliance.

The Consultant shall provide services to assist GCDWR in complying with Federal, State and/or local environmental policies and environmental science issues. The consultant shall provide miscellaneous environmental services including, but not limited to, project scope development, biological assessments, water quality impact evaluations, wetland determinations, threatened and endangered species assessments, cultural and archaeological assessments, land management, noise reports, air quality reports, dredge and fill permitting, NPDES permitting, stormwater pollution prevention plans, monitoring reports, mitigation design and mitigation construction management, stream buffer and trout stream issues. Efforts shall include data collection, impact assessments, alternative evaluations, report preparation, agency coordination, wetland design, plans and specifications, bidding support, environmental policy and planning documents, permit application preparation and submittal and public involvement.

Associated services may include review of reports, design and related work performed by others, including but not limited to, value engineering, bid ability, and constructability reviews.

The Consultant shall perform subsurface record investigation and related tasks in obtaining applicable underground utility information and data required under this service category. This includes: investigations to be performed throughout Gwinnett County on an as-needed and as-requested basis; provide subsurface utility designating and reporting; provide all engineering services in identifying and evaluating features and properties of unknown underground utilities and other subsurface facilities; provide engineering report of findings; provide subsurface utility location coordination and reporting; provide all engineering services in determining horizontal and vertical alignments of underground utilities and provide engineering report of findings. Subsurface Utility Engineering (SUE) investigations are limited to Quality Levels B, C, and D only as defined in CI/ASCE 38-02 *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*.

The Consultant shall coordinate internal departmental communications with customers, residents, the media and other departments, working closely with and complementing the activities of the GCDWR PIO/Communications Manager. Services to be provided shall include, but not limited to: providing press relations and communications; review and critiquing presentation materials prepared by others; increasing the arena for understanding the department's

conservation and reuse programs; marketing, and departmental branding; publication of an internal departmental newsletter; reviewing bill inserts for content, syntax, and tone; communicating the department's new strategic plan; gathering or writing articles for the department's newsletter as well as the County's employee newsletter; and providing oversight, including coordination of efforts to upgrade the department's website for both outside and internal users.

The Consultant shall coordinate external communications with customers, residents, the media and other departments, working closely with and complementing the activities of the GCDWR PIO/Communications Manager; facilitating neighborhood meetings on projects; crafting press releases; providing public outreach; preparation of speaking points; production of presentation materials; development and/or review of multimedia presentations; attendance at evening meetings or weekend events; developing and conducting customer satisfaction and customer service surveys, tracking results, and transforming those results into action plans for others to improve service; following up with unhappy customers or residents after problems have been solved; making contacts with Media, and coaching others on addressing questions from Media; and participation in infrastructure tours.

Work may include presentation support, professional development and Gwinnett County employee training and any additional services meeting the intent of this category. Work also may include any other services not mentioned which could reasonably be expected to be provided under this Service Category.

Types of Projects Expected:

- Gravity Sanitary Sewer Collection and Interceptor Lines
- Sanitary Sewer Force Mains and Reuse Water Mains
- Potable Water Distribution and Service Mains
- Potable Water Transmission Mains
- Pressure Zone Enhancements
- Utility Coordination with State and County DOT Projects

C. Service Category C - Watershed Services

The consultant shall provide professional services for the implementation of watershed improvements plans (WIP) to protect and improve in-stream water quality and aquatic habitat. Tasks performed within this category include, but not be limited to, public education and outreach, project identification and prioritization, hydraulic and hydrologic modeling, conceptual planning, survey including utility location, detailed design, permitting, preparation of bid documents, construction management and administration support, and monitoring and inspections. These tasks will be performed on watershed improvement project types including green infrastructure and other stormwater Best Management Practices (BMPs), stream restoration/rehabilitation employing natural channel design techniques, wetland restoration/rehabilitation, stormwater infrastructure, and mitigation banks. Additional services provided may include, but are not limited to, professional opinions, plan review, bid phase services, value engineering and constructability reviews.

The consultant shall perform surveys as requested by the County in support of the design of watershed improvements and Stormwater BMPs. These surveys may include cadastral surveys, topographical surveys, engineering surveys, hydrographic surveys, bathymetric surveys, geomorphic surveys, boundary surveys, as-built surveys, surveys for definition of easement areas (existing and proposed), and construction surveys for line and grade of proposed pipelines. Subsurface Utility Engineering (SUE) investigations are limited to Quality Levels B, C, and D only

as defined in CI/ASCE 38-02 *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*. Additional services provided may include, but are not limited to, professional opinions and filing survey documents with the appropriate departments/agencies.

The consultant may provide Program Support for the MS4 Permit Program. This could include public education and outreach, administration support, monitoring, inspections, literature searches, illicit discharge investigations, ordinance reviews, coordination with other internal/external workgroups for MS4 related activities, and other assistance in complying with MS4 related environmental regulations and policies.

The consultant shall provide specialized construction management services relevant to the project types under this service category. These services will include, but not be limited to, project scope development, provision of administrative management and/or management assistance throughout construction; review and monitoring of construction schedules provided by successful bidders; QA/QC construction monitoring; review of contractor's shop drawings and submittals; conducting warranty inspections of all construction based on approved specifications; as-built development and monitoring; pay application review and approval; inspection and verification of stored materials; arrangement of groundbreaking ceremonies; review of RFI's, RFP's, FO's and change orders; review and management of punchlist items; development and submission of asset management reports; coordination of operations & maintenance training; observation of construction to ensure design compliance; and any additional services meeting the intent of this category.

The consultant shall provide services to assist in complying with Federal, State or local environmental regulations and policies. The consultant shall provide miscellaneous environmental services including, but not limited to, project scope development, biological assessments, water quality impact evaluations, wetland determinations and delineations, threatened and endangered species assessments, cultural and archaeological assessments, land management, noise reports, air quality reports, dredge and fill permitting, NPDES permitting, stormwater pollution prevention plans, monitoring reports, and mitigation design.

The consultant shall coordinate internal and external departmental communications with customers, residents, the media and other County departments on an as-needed basis. Services to be provided shall include, but are not limited to, facilitating neighborhood meetings on projects, crafting press releases, providing public outreach, preparation of speaking points, production of presentation materials, attendance at evening meetings or weekend events, developing and conducting customer service surveys including tracking results, following up with unhappy customers or residents, and participation in site tours.

Work also may include any other additional services not mentioned which could reasonably be expected to be provided under this Service Category.

Types of Projects Expected:

- WIP Programmatic Support
 - Watershed Assessment/Prioritization
 - Project Identification and Scoping
 - Project Concept Development Watershed/BMP Monitoring/Reporting
 - Mitigation Bank Monitoring/Reporting
 - Water Quality/Source Assessments
 - Studies/Manual Development
 - Monitoring Plans
 - Operations and Maintenance Manuals

- Design/Maintenance Guidance
- Specialized Watershed Studies
- Public Outreach/Education
- USACE Permitting Support
- MS4 Program Support
- WIP Project Design/Construction Support
 - Plan Preparation
 - Hydrologic/Hydraulic Modeling
 - Local/State Permitting Support
 - Technical Specifications
 - Bid Assistance
 - Construction Management Services
 - Public Outreach/Education

D. Service Category D – Stormwater Infrastructure Services

1. Major/Minor Pipe Systems

The consultant shall provide design services as requested by the County to improve, repair, expand and modify the County's network of drainage pipes. These services shall include, but are not limited to, project scope development, culvert design, piped drainage system design, stormwater management facility design, open channel design, stormwater Best Management Practices (BMP) design, permitting, hydrologic and hydraulic analysis, no-rise certifications, Federal Emergency Management Agency (FEMA) submittal and approval, cost estimation, and construction document preparation. Additional services provided may include, but are not limited to, utility coordination, traffic control plans, professional opinions, plan review, value engineering, constructability reviews, bid phase services, and construction management services.

2. Modeling SSAP Maintenance

The consultant shall provide services as requested by the County to modify, expand and improve the stormwater infrastructure master model known as "Stormwater Systems Analysis Program" (SSAP). These services shall include, but are not limited to, model development, model updates, and general model maintenance. The model platform is based on the Stormwater Management Model (SWMM) engine and populated from the County's GIS database. This effort will include project scope development, review of records, research, field work as required to update and add GIS inventory, determination of the level of service per pipe segment and the development of various upgrade scenarios to bring the pipe systems up to the desired level of service. In addition, the consultant will populate the database, supporting the cost estimation tool for the model.

This category will be utilized to develop new Gwinnett County floodplain maps, as needed or required, and also to update and maintain the existing floodplain mapping database. Tasks under this category will include stormwater infrastructure master planning, support of floodplain and floodway determination and analysis, predictive flood mapping, flood risk modeling, hydrologic and hydraulic analysis, floodplain and floodway mapping, Federal Emergency Management Agency (FEMA) submittal and approval, flood study review, general support of Gwinnett County's flood study program, professional opinions and cooperating with the legal department, appraisers and other design consultants.

3. Regulatory Reviews

As part of its regulatory functions for land development regulation, the County reviews and authorizes the construction and operation of stormwater management Best Management

Practices (BMPs), variances, and encroachments. This function involves confirming that the BMPs are constructed in conformance with the authorized design plans and hydrology study. In addition, that requested variances and encroachments will not adversely impact the safe operation and maintenance of the stormwater infrastructure. The consultant will review, comment on, and authorize as-built hydrology reports and as-built surveys for stormwater BMPs, variances, and encroachments on an as needed basis. This will include assistance with documenting & tracking projects.

4. Stream Monitoring

The County is identifying various roadways with high frequency overtopping that does not align with public complaints/feedback. The consultant shall provide temporary stage monitoring equipment in an effort to help assess the reliability of the model predictions. The consultant will install and maintain the equipment at a location and length of time as determined by the County.

5. General Services

The consultant will perform surveys as requested by the County in support of the design of stormwater infrastructure projects. These surveys may include cadastral surveys, topographical surveys, engineering surveys, hydrographic surveys, geomorphic surveys, boundary surveys, as-built surveys, surveys for definition of easement areas (existing and proposed) and construction surveys for line and grade of proposed pipe lines. Additional services provided may include, but are not limited to, professional opinions and filing survey documents with the appropriate departments/agencies.

The consultant shall provide services to assist in complying with Federal, State and/or local environmental regulations and policies. The consultant shall provide miscellaneous environmental services including, but not limited to, project scope development, biological assessments, water quality impact evaluations, wetland determinations and delineations, threatened and endangered species assessments, cultural and archaeological assessments, land management, , dredge and fill permitting, NPDES permitting, stormwater pollution prevention plans, monitoring reports and mitigation design.

The consultant shall perform subsurface record investigation and related tasks to obtain applicable underground utility information for project development under this category. Services to be performed include, but are not limited to, subsurface utility investigations, identifying and evaluating underground utilities/facilities, determining horizontal and vertical alignments of underground utilities and providing engineering report of findings. Subsurface Utility Engineering (SUE) investigations are limited to Quality Levels B, C, and D only as defined in CI/ASCE 38-02 *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*.

The consultant shall coordinate internal and external departmental communications with customers, residents, the media and other County departments on an as-needed basis. Services to be provided shall include, but are not limited to, facilitating neighborhood meetings on projects, crafting press releases, providing public outreach, preparation of speaking points, production of presentation materials, attendance at evening meetings or weekend events, developing and conducting customer service surveys including tracking results, following up with customers or residents, and participation in site tours.

Work also may include any other additional services not mentioned which could reasonably be expected to be provided under this Service Category.

Typical Projects Include

- Stormwater Drainage System Designs
- Stormwater Culvert Designs
- Stormwater Hydrologic and Hydraulic Analysis and Modeling
- In Place Pipe and Culvert Rehabilitation Design
- Cost Estimating
- Site Surveys
- Easement Exhibits
- Flood Studies
- Permitting
- Design Review
- Construction Management
- Construction Inspection

E. Service Category E – Dam Services

The consultant shall provide professional services to assist in the operation, maintenance and repair of county-maintained dams. Tasks performed within this category include, but are not limited to, project evaluation and selection, hydraulic and hydrologic modeling, design, permitting, preparation of bid documents, construction management and administration support, monitoring and inspections, public education and outreach. These tasks will be performed on dam project types including inspections, maintenance activities, repairs & rehabilitations. Additional services provided may include, but are not limited to, professional opinions, emergency inspections/guidance, plan review, bid phase services, value engineering and constructability reviews.

The consultant will perform surveys as requested by the County in support of the design of dam projects. These surveys may include cadastral surveys, topographical surveys, engineering surveys, hydrographic surveys, geomorphic surveys, boundary surveys, as-built surveys, surveys for definition of easement areas (existing and proposed), and construction surveys for line and grade of proposed works. Subsurface Utility Engineering (SUE) investigations are limited to Quality Levels B, C, and D only as defined in CI/ASCE 38-02 *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*. Additional services provided may include, but are not limited to, professional opinions and filing survey documents with the appropriate departments/agencies.

The Consultant shall provide specialized construction management services relevant to the project types under this service category. Construction management services which will include, but not be limited to, project scope development, provision of administrative management and/or management assistance throughout construction; review and monitoring of construction schedules provided by successful bidders; QA/QC construction monitoring; review of contractor's shop drawings and submittals; conducting warranty inspections of all construction based on approved specifications; as-built development and monitoring; pay application review and approval; inspection and verification of stored materials; arrangement of groundbreaking ceremonies; review of RFI's, RFP's, FO's and change orders; review and management of punch list items; development and submission of asset management reports; coordination of start-up and training; review and approval of O&M manuals; observation of construction to ensure design compliance; and any additional services meeting the intent of this category.

The consultant shall provide services to assist in complying with Federal, State or local environmental regulations and policies. The consultant shall provide miscellaneous environmental services including, but not limited to, project scope development, biological

assessments, water quality impact evaluations, wetland determinations and delineations, threatened and endangered species assessments, cultural and archaeological assessments, land management, dredge and fill permitting, NPDES permitting, stormwater pollution prevention plans, monitoring reports, and mitigation design.

The consultant shall coordinate internal and external departmental communications with customers, residents, the media and other County departments on an as-needed basis. Services to be provided shall include, but are not limited to, facilitating neighborhood meetings on projects, crafting press releases, providing public outreach, preparation of speaking points, production of presentation materials, attendance at evening meetings or weekend events, developing and conducting customer service surveys including tracking results, following up with unhappy customers or residents, and participation in site tours.

Work also may include any other additional services not mentioned which could reasonably be expected to be provided under this Service Category.

Types of Projects Expected:

- **Dam Inspections**
 - Visual Inspection Reports per Georgia Safe Dams Program (GSDP) guidelines
 - Quarterly inspections per GSDP guidelines
 - Biennial Engineer of Record inspections per GSDP guidelines
 - On-call emergency inspections
- **Study/Manual Creation**
 - Emergency Action Plans
 - Operation & Maintenance Manuals
 - Dam Breach Studies
 - Hydrology & Hydraulic Studies
 - Program Scoping/Planning Studies
- **Repair/Rehabilitation Construction Documents & Support**
 - Outlet Control Structure Repairs and Replacements
 - Seepage Analysis
 - Principal Spillway Pipe Repairs and Replacements

F. Service Category F – Programmatic Facility Rehabilitation Management Services

1. Programmatic Facility Rehabilitation Services

The consultant shall provide professional turnkey services in the execution of programmatic facility rehabilitation services at departmental, Water Production, Water Reclamation, and pumping station facilities. This effort may include, but not be limited to, construction package scope development using DWR annual contracts, review of records, research of design criteria and investigation of materials, construction methods and equipment, and other necessary functions related to the specific project. The consultant may prepare probable budgetary construction cost estimates for comparison with solicited proposals from annual contractors. The consultant shall provide turnkey services for the execution of the programmatic rehabilitation from design, construction package development, execution, construction management, and project closeout per DWR Standard Operating Guidelines.

The services include provision of administrative management and/or management assistance throughout construction; review and monitoring of construction schedules provided by successful annual contractors; construction monitoring; review of contractor's shop drawings and submittals; conducting warranty inspections of all construction based on

approved specifications; as-built and record drawing development and monitoring; permitting services and permitting coordination; pay application review and approval; inspection and verification of stored materials; arrangement of groundbreaking ceremonies; review of RFI's, RFPs and change orders; review and management of punchlist items; development and submission of fixed asset management reports; computerized maintenance management system input, coordination of start-up and training; review and approval of O&M manuals; updates to DWR facility Electronic O&M manual, and observation of construction to ensure compliance with specifications and Gwinnett County standards. The projects executed must follow Gwinnett County Purchasing Ordinance and Guidelines as well as standard Annual Contract management protocol. The consultant shall maintain project records and provide updates in Jira® Software.

2. Urgent and Emergency Services

The consultant shall provide quick turnaround for professional services to respond to urgent (up to 1-day response) or emergency (up to 2-hour response time) projects as requested by GCDWR, on an as-needed basis. This service will utilize existing annual contracts, sole source contracts and quick procurement methods to address critical issues. The projects executed in this Service Category must follow Gwinnett County Purchasing Ordinance and Guidelines as well as standard Annual Contract management protocol. The consultant shall maintain project records and provide updates in Jira® Software.

3. Third Party Project and Construction Management

The consultant shall provide third-party project and construction management and inspection services as requested by the County to improve, repair, expand and modify the County water facilities, water reclamation facilities and departmental facilities, including pumping and lift stations.

4. Surveying

The consultant may need to perform surveys as requested by the County in support of the projects issued under this service category. These surveys may include cadastral surveys, topographical surveys, engineering surveys, hydrographic surveys, boundary surveys, as-built surveys, surveys for definition of easement areas – both existing and proposed, and construction surveys for line and grade of proposed pipelines. Additional services provided may include, but are not limited to, professional opinions and filing survey documents with the appropriate departments/agencies. Survey services shall be offered with billing rates to address conventional services as well as survey grade versus mapping grade GPS services. Subsurface Utility Engineering (SUE) investigations are limited to Quality Levels B, C, and D only as defined in *CI/ASCE 38-02 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*.

5. Communications

As it relates to the Programmatic Rehabilitation and Urgent and Emergency projects, the consultant shall work closely with and complementing the activities of the GCDWR PIO/Communications Manager, as needed. Services to be provided shall include, but not limited to, review and critiquing presentation materials prepared by others; gathering or writing articles for the department's newsletter as well as the County's employee newsletter; participation in facility tours and new employee orientations.

Work also may include any other additional services not mentioned which could reasonably be expected to be provided under this Service Category.

As part of providing the services in this Category, the Consultant may be provided on a temporary basis, an existing office (or field trailer) space at a DWR facility on a case-by-case basis if an existing suitable space becomes available. Services provided under this category are contemplated by GCDWR as being provided intermittently, as needed on a case-by-case basis or as urgent conditions at GCDWR facilities are presented. If the Consultant elects to occupy any space offered to the Consultant, the Consultant will be required to install and maintain all their equipment at no additional cost to DWR. This includes all office, lab, field and IT equipment the consultant reasonably anticipates in the execution and delivery of the required services under this category. The Consultant may be required to share any space offered by DWR with other consultants or contractors. DWR will not provide security for staff or equipment for space offered by DWR beyond current existing facility and space security measures. The County may, at their discretion, pay for the cost to provide power and water for suitable spaces.

Types of Projects Expected:

- Rehabilitation of Developer Pump Stations (up to 1 mgd capacity) using variety of annual contracts
- Emergency response to mechanical equipment or process failure at water production, water reclamation, or pump station facilities.
- Coordination of multiple urgent, emergency, and programmatic rehabilitation projects for a facility

G. Service Category G – Asset Data Management Services

The Consultant will perform asset data management services for water, sewer, and stormwater infrastructure as requested by the County. Asset data management services may include, but not be limited to support for the following:

GIS Application Support, including:

- Asset data identification (GPS survey) and collection, examples may include new water meter GPS survey, survey or verification for assets located inside pump station and treatment facilities.
- Mapping of assets (examples include sewer laterals, water service lines, and stormwater infrastructure)
- Spatial or other as needed analyses and data visualization
- Web hosting services
- Custom tool development and support
- Planning and preparation for Utility Network including data health evaluation of existing infrastructure

Data Management Support including, database administration, data collection and analysis, system support and configuration for computerized maintenance management system, content management application, water quality and operation software, flow monitoring system, development of API integration interfaces. Applications may include but not limited to the following:

- Lucity - linear assets
- Maximo - vertical assets
- Centralpoint (electronic O&M manual development)
- Hach WIMs – operations software for all plants (initially focused on water treatment facilities)
- E-Logger – electronic logbook software
- Integration of other applications (InfoWorks ICM, Laboratory Information Management System, etc.)
- Staff augmentation

Building Information Modeling (BIM) Support

- Framework planning and development
- Implementation support
- Data collection/survey

Stormwater Billing Program Support

- Web application enhancements and support
- Additional analysis and data visualization

H. Service Category H – Strategic Asset Management, Planning, and Modeling Services

The consultant will perform strategic asset management, planning and modeling services for water, sewer, and stormwater infrastructure. Strategic asset management services may include, but not be limited to:

- Asset Management Plan Support
- Criticality and Condition Assessment, Monitoring, and Support
- Capital and Maintenance Cost Planning
- Long Term Capital Forecasting
- Reliability Management and Support
- Maintenance Strategy Development
- Reporting Analysis and Business Analytics
- Performance Identification and Management
- Predictive Analytics Services
- Business Intelligence Support (BI strategy and implementation, ETL/Big Data Integration, Data visualization and analytics, Data governance strategy and support)

Modelling services will include water distribution and sanitary sewer hydraulic modeling and process modeling services. (Note that stormwater and floodplain modeling will be performed under Category C). GCDWR currently uses Bentley WaterGEMS for its distribution system hydraulic model, and has recently migrated to Innowyze InfoWorks ICM for a county-wide sanitary sewer hydraulic model. GCDWR also maintains EnviroSim Biowin models for modeling processes at water reclamation facilities. Modeling services may include, but not be limited to:

- Hydraulic modeling (sanitary sewer, water distribution)
 - Distribution/collection model updates and calibration
 - Scenario development and evaluation
 - Master planning modeling support
 - Training
 - Staff augmentation
- Process modeling
 - Scenario development and evaluation
 - Training
 - Staff augmentation

Planning services will include a range of services from localized alternatives analyses to systemwide master planning. A list of potential planning services is provided below:

- Master Plans (water distribution systems, sewer collection and conveyance systems, water reclamation facilities, water production facilities)
- Alternatives Analyses
- Business Case Evaluations

- Technology Evaluations/Pilots
- Inflow and Infiltration Studies
- Strategic, Organizational, and/or Program Planning
- Other Planning Studies

I. Service Category I – Specialized Support Services

The Consultant will provide specialized support services as requested by GCDWR for projects which may not be specified in the areas of work as annotated in the above Categories. The intent of this category is to provide a contract opportunity to allow participation in GCDWR projects by firms whom may not be in a position to participate as a lead firm or whom may choose to participate in projects on a limited, specialized, or unique role.

No specific scopes of work have been developed at this time. However, the work may include, but is not limited to the following:

- Architecture
- Landscape Architecture
- Laboratory Design
- IT Consulting
- IT Professional Staffing
- Application Development
- Audit Services
- Financial Advisory Services
- Business Management
- Security
- Business Strategy
- Easement Acquisition Support
- Graphic Arts/ Videography
- Training Presentations and Materials
- Project Photographic Documentation Services
- Safety
- Specialized Water Quality and Stream Monitoring
- Specialized Federal and State Permitting
- Operational Excellence
- Customer Service and Interaction
- Technology Optimization
- Technology Execution
- Human Capital Management
- Systems Integration
- Electrical Distribution System (including System Analysis and Arc Flash study)
- Instrumentation and Control System Design
- Information Management
- Alternate Project Delivery Support
- Direct Consultation to Develop Strategies and Policies
- Investigation of Various Products and Work Methods
- Bench or Pilot-scale Studies

- Specialized Studies and Unique Scope Development
- Survey Services
- Geotechnical Services
- Hazardous Waste Support
- Specialized Technology/Data Management (FileNet® and Datacap application upgrade and compliance configuration)
- Special Project Management and Support
- Special Construction Management and Support
- Expert opinions, and/or expert or peer review of plans and proposals developed by other consultants.
- Emergency Response and Disaster Recovery
- Program or Project Management Support (limited term basis)

Work also may include any other additional services not mentioned which could reasonably be expected to be provided under this Service Category. Consultant shall indicate clearly the specialized support services on which they are submitting.

No teaming or partnering is permitted in this category, however, at DWR's discretion, consultants may be expected to participate on a specific project with other consultants in this or any other category. A single consultant may provide one or more of the services listed above and is not expected to provide all services.

Types of Projects Expected:

While the type of projects anticipated under this category are typically unknown and there are currently no specific potential projects identified, consultants may reasonably anticipate during the course of DWR's annual and long-term capital planning process a general need for the following types of services.

- Long term financial forecast analysis
- Financial budget and scheduling Standard Operating Guidelines development
- Affordability analysis
- Water and Sewer rates, fees, and System Development Change (SDC) analysis
- Internal auditing services
- Financial Pro Forma model development
- Statistical Analysis
- Systems Integration
- Records Management

IV. PROPOSALS

Each Consultant shall read all sections of this RFP including the instructions, and all attachments hereto. Failure to do so will be at the Consultant's risk. The Lead Consultant must sign the proposal with their usual signature by an authorized representative and shall give their full business address.

Proposals do not have an overall page limit; however, page limits within each Tab are specified below. Proposals should be letter size, single-sided written pages using an Arial font size no smaller than 12 point or similarly sized font. Figures, charts and exhibits shall be included under the appropriate tabs as described below, unless indicated otherwise. Points may be deducted for failure to comply with the page limit requirements.

The following information shall be submitted in the proposal in the format as specified herein.

Cover Letter

A proposal cover letter should be provided presenting an Executive Summary of the Consultant's proposal.

The cover letter must contain a statement that the consultant has carefully reviewed the agreement, can meet all insurance and other requirements, and if selected, will sign the agreement as identified in Item II. **INSTRUCTIONS TO CONSULTANTS**, B. Annual Consultant Demand Services Agreement above.

The Gwinnett Standard

The Gwinnett Standard is an expectation of excellence in all that we do. That standard, set over decades, has made Gwinnett a preferred community where everyone can thrive. We make it our mission to deliver superior services that support our vibrantly connected community and as an extension of the County, we expect our business partners to do the same. Beyond just executing the work, we expect our partners to be standard bearers; to act with integrity; to innovate and adapt; to be accountable and transparent; to be fair and respectful to everyone; and to engage, embrace, and unify our community. The successful consultant will incorporate into their response their commitment to upholding and promoting the Gwinnett Standard.

The cover letter should be signed by the Lead Consultant Principal-in-Charge, the Client Services Manager, and the Demand Services Category Manager.

Include a fully completed (signed and sealed) 'CODE OF ETHICS AFFIDAVIT' and 'FIRM INFORMATION'. Forms are provided within the RFP. Note that these documents are not included in the page limit indicated below.

Page Limit: Limit the cover letter to 2 pages or less not including the 'CODE OF ETHICS AFFIDAVIT', 'FIRM INFORMATION' forms (acknowledgement of receipt of proposal addendum and consultant information).

Tab A – Lead Consultant Identification

Partnering, teaming and subconsultants are permitted, with the exception for Category I – Specialized Support Services. If teaming or partnering is proposed, the proposer must clearly present the reasons and benefits this teaming provides GCDWR.

A Lead Consultant is defined as the firm that will perform work valued greater than or equal to the majority of the total design contract dollar value. Firms are encouraged to submit proposals in categories in which they can demonstrate their capacity (See Tab D) to participate as a Lead Consultant. If teaming with other Consultant(s) is proposed, describe the working history and relationship with the Sub-Consultant(s). Indicate if the Lead Consultant has ever worked with the Major and/or Minor Sub-Consultant(s) previously including when, where and the services provided by the Major and/or Minor Sub-Consultant(s). Identify roles and specific areas of responsibility of the Lead and Major and/or Minor Sub-Consultant(s) for this demand services contract.

In addition to the information requested above, include the following information for the Lead Consultant:

1. Corporate ownership and history.
2. Affiliates and subsidiaries.

3. Operating philosophy.
4. Principal business office and local office locations, inside or outside Gwinnett County. Provide other offices outside of Gwinnett County that may provide additional support for the contract.
5. Provide ranges of services, capabilities and strengths of the Lead Consultant.
6. Number of full-time employees in the principal business and local office locations, inside or outside Gwinnett County, and any other offices outside of Gwinnett County that would support the Demand Services Contract.
7. Reasons and benefits this teaming agreement provides to GCDWR.

Page Limit: 4 pages. May include 1 additional 11" x 17" page to illustrate firms overall organization chart (not included in the 4-page limit). Firms choosing to submit an organization chart in this Tab will include staff with professional registration(s), state of registration, field of practice, home office location and any additional license or certificates. Identify the Principal-in-Charge and Client Services Manager, and Demand Service Category Manager.

Tab B – Major Subconsultant Identification

Major Subconsultants are defined as a subconsultant that may perform a majority of the work on a project and/or provides a majority of project team members to the Lead Consultant for total project delivery.

No deduction in scoring will be incurred if a firm does not submit any subconsultants. No benefit will be provided to a firm that does submit a Subconsultant.

Include the following information for each Major Subconsultant:

1. Corporate ownership and history.
2. Affiliates and subsidiaries.
3. Operating philosophy.
4. Principal business office and local office locations, inside or outside Gwinnett County. Provide other offices outside of Gwinnett County that may provide additional support for the contract.
5. Number of full-time employees in the principal business and local office locations, inside or outside Gwinnett County that would support the Demand Services Contract.
6. Provide ranges of services, capabilities and strengths of each subconsultant.

Page Limit: 2 pages per Major Subconsultant. May include 1 additional 11" x 17" page per Major Subconsultant of overall organization chart (not included in the 2-page limit).

Tab C - Minor Subconsultant Identification

Minor Subconsultants are defined as a consultant that provides support services and/or has a small role in the overall work authorization.

Include the following information for each Minor Subconsultant:

1. Full legal name
2. Principal business office and/or local office location, inside or outside Gwinnett County.

Page Limit: 1 page or less per Minor Subconsultant. No 11" x 17" pages allowed.

Tab D - Experience of Lead Consultant and Subconsultants

The possible services and types of projects expected of the Lead Consultant and teaming/partners, subconsultants have been summarized under each of the Service Categories in **Section III. DESCRIPTION OF SERVICES**, above. GCDWR has not currently identified any specific projects for delivery under this solicitation outside those types of projects generally described in each Service

Category section.

The Consultant needs to demonstrate relevant service category project experience and familiarity with existing GCDWR facilities through providing reference project information sheets on **completed projects within the past 10 years**. Consultants will provide a minimum of four and a maximum of six reference projects in each category firm is submitting a proposal. Referenced projects shall reflect proponents current understanding of existing GCDWR facilities and infrastructure and be comparable in terms of project size and complexity to GCDWR's facilities. Projects currently under design that are over 90 percent complete may be referenced. Project References can only be used in one service category proposal.

For each project experience sheet, the Lead Consultant and/or Major Sub-Consultants should provide the following required information to include, but not be limited to:

- Description. Project description. Include project location, type and size of project, project value and final completion date.
- Roles and Responsibilities. Description of the major roles and responsibilities of the consulting firm and services provided.
- Project Approach. Specific details that indicate where the Consultant/Major Subconsultant's approach saved either cost or time for the client. Any details that indicate unique approach or alternate delivery method.
- Budget and Schedule. Dollar value of each contract both for design and construction including schedule. Include final budget and schedule with the initial budget and schedule - explain negative variances (i.e., exceeded budget or schedule)
- Staff. Indicate firm's staff that worked on the project that will be assigned to and available in the delivery of the Category Demand Services contract including the number of years of continuous employment with the firm.
- Reference. Provide a minimum of one reference per project with current contact information including name, email address, and phone numbers. Note: Inaccurate reference information may impact GCDWR's ability to reach the reference and therefore may impact the inclusion of the specific reference project experience under Tab D scoring , Table 1, item 3 in **Section VI PROPOSAL EVALUATION CRITERIA.**

Employee experience cannot be substituted for firm experience. The project experience sheets must demonstrate the consulting firm's experience and not an individual employee's experience with another firm. All project experience sheets must have been projects completed within the past ten (10) years.

Page Limit: Each project reference will be limited to 3 pages per project plus 1 additional page at 11" x 17" (4 pages total) if needed.

Tab E - Key Staff Qualifications, Experience, and Location

Provide an overall demand services delivery organization chart for the proposed Service Category, preferably on a single 11" x 17" page. The proposer should identify the roles/positions/responsibilities of each proposed team member (including staff from Major and Minor Subconsultants). The proposed organization chart should include the Principal-In-Charge, Client Services Manager, Demand Services Category Manager, Project Managers, Subject Matter Experts (Subject Matter Experts shall be approved by the Department Director under each specific Work Authorization agreement as required), QA/QC Managers, and Lead Design Engineers for each discipline. Provide a separate table to show all key members of the project team, their physical location (if different than office location), degree, professional registrations, certifications, total years of professional experience and years of experience with the firm, and levels of responsibility.

The Principal-in-Charge is an Owner or Officer of the company. This person will sign the Demand Services Contract and will be the single point of contact for all contractual related documents.

The Client Services Manager should have the authority to commit the necessary resources of the company to support projects in the Service Category.

The Demand Services Category Manager (DSCM) should be the point of contact with Gwinnett County DWR Demand Service Category Owner and DWR Project Managers for the assignment and follow-up on work authorizations. The DSCM will be responsible for directing, managing and coordinating work authorization proposals for the designated Service Category.

The proposer should describe and demonstrate how each key individual will add the most value toward achieving the key objectives for implementing and providing professional services and is the best choice for GCDWR to meet this demand service contract.

Page Limit: 4 pages total, including single 11" x 17" team organization chart.

Tab F – Organizational Management

Contract Management. Describe how the Consultant will manage the demand services contract and work authorizations for the Service Category. Describe how the Consultant will select the team members for different types of work authorization assignments, as well as how to coordinate the design team and how the design team will work and interact with GCDWR. Specifically address issues such as schedule management, cost control, scope management and communications.

Quality Management. Describe the Consultant's in-house procedures for ensuring the quality, accuracy and integrity of its work. Provide clarity on Quality Assurance versus Quality Control. Describe the equipment, software, tools and technology, if any, that would be used or proposed for the organization, execution and delivery of projects under the Demand Services Annual Contract including how these add value to GCDWR.

Page Limit: 4 pages total, no 11" x 17" pages allowed in this Tab.

Tab G – Resumes of Individuals

Provide resumes of the Principal-in-Charge, Client Services Manager, Demand Services Category Manager, Project Managers, Subject Matter Experts and other key personnel (including Subconsultants), which describe their qualifications and experience. Resumes should be relevant to the Service Category in which submitting.

The resumes should include education, registrations/certifications, professional affiliations, and the time of employment. Resumes should also include the address of the office where the individual is based. If physical location is different, please indicate. Photos of each individual is welcome although not required.

Page Limit: 2 pages per person.

V. PROPOSAL FEE SCHEDULE (Separate Envelope)

Complete **Attachment 1 – FEE SCHEDULE** and enclose it in a separate and distinct envelope for each Service Category proposer is submitting on. One (1) unbound original and Five (5) exact bound copies should be submitted. See **Section I. INVITATION TO SUBMIT PROPOSALS, D. Proposal Fee Schedule.**

Hourly Rates. The demand service contract will pay on hourly rates The hourly rates presented by

Labor Category for professional services rendered by the Lead Consultants' shall be inclusive of all overhead direct costs. Partners, teaming firms, and subconsultants to the Lead Consultant shall bill and be compensated at the same hourly rates as the Lead Consultant.

The fee shall constitute full compensation, such as salaries of all employees including clerical staff, overhead, fringe benefits, operating margin and all other direct costs not covered by reimbursable expenses. Clerical staff is defined to include secretarial, word processing, and staff performing billing, accounting and administrative functions. GCDWR shall not be invoiced for clerical labor or for other direct charges for items such as office, rent or overhead expenses of any kind including, but not limited to: insurance, telephone (including cellular service) and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, customary computer software/hardware, reproduction of drawings and/or specifications mailing, stenographic. The hourly rate proposed in the fee schedule shall cover all such costs pertinent to the project work.

Criteria for the Labor Billing Categories shown in Attachment 1 – FEE SCHEDULE are described in detail in **Attachment 2 – Job Summaries for Relevant Labor Categories**.

The rate for the Subject Matter Expert (SME) shall be based on the Subject Matter Expert's raw labor rate with an identified not-to-exceed raw labor multiplier provided in the FEE SCHEDULE. Subject Matter Experts shall be identified with each Work Authorization proposal submittal and approved by a DWR Division Director associated with each Service Category.

The maximum hourly rate of compensation for the contract and subsequent annual renewals shall not exceed two hundred seventy dollars per hour (\$270/hour) with the possible exception of Subject Matter Experts. Proposed consultant personnel with more than two hundred seventy dollars (\$270) per hour billing rate must be pre-approved by the Director of GCDWR.

Reimbursable Expenses. The Lead Consultants, Major Subconsultants and/or Minor Subconsultants may be compensated on a direct reimbursement basis for certain work-related expenditures not covered by fees for engineering services provided such expenditures are considered reasonable. Reimbursable expenses typically are considered outside of the cost of doing day-to-day business and may include:

- Expenses for laboratory tasks and analyses and rental of specialized equipment necessary for the efficient performance of the work.
- Expenses for excessive or oversized document printing that requires outside services.
- Expenses for out-of-town travel such as lodging, rental car, vehicle mileage, parking/tolls, and airline ticket as approved through the Work Authorizations. For airline travel, Gwinnett County will pay for Economy travel class Mileage for multiple weekly or monthly site visits for site inspections, engineering services during construction, or third-party construction management services.
- Meals may be paid for project workshops with GCDWR staff and consultants as approved through specific task Work Authorizations.

Items not listed above shall be reviewed on a case-by-case basis and shall require approval in advance and in writing by the Director of GCDWR.

Compensation requirements:

- Reimbursable expenses shall be identified on a direct cost basis with no mark-ups allowed.
- Lead Consultants, Major Subconsultants and/or Minor Subconsultants shall maintain accurate records and submit said records with their invoices. Reimbursable expenses will

not be compensated without proper documentation.

- Approved mileage payment shall be based on the published IRS rate recognized by Gwinnett County for the current year.

Permitting Fees. Permitting fees required for projects shall be paid directly by Gwinnett County DWR and are not considered a reimbursable expense to the Consultant.

VI. PROPOSAL EVALUATION CRITERIA

The proposals will be reviewed by a selection team composed of County personnel. During the first step of the evaluation, the selection team will have access to all proposal materials except the separately sealed envelope with the Proposal Fee Schedule.

Table 1 is a list of the proposal evaluation criteria that will be used in the scoring of each proposal and their relative weights shown as point values (Maximum total = 100 not including the optional presentation). The selection team will use these criteria and associated point values to select the Consultant.

Table 1. Proposal Evaluation Criteria

Proposal Evaluation Criteria		Tabs	Points
Step I			
1.	Cover Letter	N/A	5
2.	Firm’s identification and qualification	A-C	10
3.	Firm’s experience and understanding of similar types of potential projects	D	25
4.	Availability, experience, location and qualification of key staff	E	20
5.	Organizational Management	F	15
6.	Resumes	G	5
Sub-Total Step I			80
Step II			
7.	Proposal Fee Schedule	Separate Envelope	20
Sub-Total Step II			20
Sub-Total Step I and Step II			100
Step III. Optional Interview/Presentation			20

Basis of Short-Listing / Selection

In each Service Category, GCDWR will select the highest scoring firms in Phase I that best demonstrate that they would add the most value toward achieving the key objectives for implementing and providing professional services for each Service Category of the Demand Services Annual Contract. Gwinnett County’s review teams will evaluate proposals using the following process:

Step I – Initially, proposals will be evaluated and scored based on their relative responsiveness to the criteria described in the Cover Letter and Tabs A through G. Proposals are scored based on the weighted point values as shown on Table 1 for items 1 through 6. Proposals will then be ranked from highest to lowest based on the cumulative Sub-Total Phase I point value.

Step II – Depending on the total number of proposals submitted within each service category, GCDWR may, at their discretion, short-list firms for further consideration. The Proposal Fee Schedules of the short-listed firms from Step I will be opened, evaluated, and scored by using an example project with various labor category hours and applying the firms proposed labor categories and rates to determine

an overall project cost. The firm with the lowest total project cost will receive twenty (20) points and the other short-listed firms will receive additional proportional points based overall project costs. Firms will then be re-ranked from highest to lowest based on the Step II cumulative points scored.

Step III – At GCDWR’s discretion or as deemed in GCDWR’s best interest, firms may be short-listed a second time for an interview. At this time, GCDWR may request further information, explanations, clarifications, presentations, interviews and/or meetings with some or all of the remaining firms.

If interviews are necessary for category selection, evaluation will be performed using a 0-20 point scoring system. The determination of whether or not interviews will be performed, and with whom, is solely up to the County.

The final number of firms selected within each Service Category cannot be guaranteed because GCDWR’s does not know how many responsive proposals will be received under each Service Category. GCDWR’s anticipates, based on capital planning efforts and ongoing projects, that a minimum number of 3 firms are desired within each Service Category.

PROFESSIONAL SERVICES 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.
 - ✓ 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. 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 CONSULTANT AGREEMENT
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1. DEFINITIONS

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

- 1.1 COUNTY-means Gwinnett COUNTY, Georgia, a political subdivision of the State of Georgia.
- 1.2 Supplemental Agreement-means a written order to CONSULTANT signed by COUNTY and accepted by CONSULTANT, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.
- 1.3 Contract-means the Agreement Documents specifically identified and incorporated herein by reference in Section 2, CONTRACT DOCUMENTS.
- 1.4 Agreement Execution-means the date on which CONSULTANT executes and enters into a Agreement with COUNTY to perform the Work.
- 1.5 Agreement Price-means the total monies, adjusted in accordance with any provision herein, payable to the CONSULTANT under this Agreement.
- 1.6 Contract Time-means the period of time stated in this Agreement for the completion of the Work.
- 1.7 CONSULTANT-means the party or parties contracting directly with the COUNTY to perform Work pursuant to this Agreement.
- 1.8 DEPARTMENT-means the Director or designee of requesting department(s) named in this solicitation.
- 1.9 Drawings-means collectively, all the drawings, receipt of which is acknowledged by COUNTY, listed in this Agreement, and also such supplementary drawings as the CONSULTANT may issue from time to time in order to clarify or explain such drawing or to show details which are not shown thereon.
- 1.10 Specifications-means the written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.
- 1.11 Subconsultant-means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONSULTANT or with any of its subconsultants 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 CONSULTANT under this Agreement.
- 1.13 Liaison-Representative of the COUNTY who shall act as Liaison between the COUNTY and the CONSULTANT for all matters pertaining to this Agreement, including review of CONSULTANT's plans and work.

2. CONTRACT DOCUMENTS

2.1 List of Documents

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

2.2 Conflict and Precedence

2.0.1 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 CONSULTANT's compensation, which are mutually agreed upon by and between the COUNTY and the CONSULTANT, shall be incorporated in written Supplemental Agreements to the Agreement.

4. PERSONNEL AND EQUIPMENT

The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT and responsible for the work prescribed by this Agreement.

5. ACCURACY OF WORK

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

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

6. FINDINGS CONFIDENTIAL

The CONSULTANT 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 CONSULTANT pursuant thereto shall become the property of the COUNTY and be delivered to 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 CONSULTANT without prior approval from the COUNTY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONSULTANT, but should any such information be released by the COUNTY or by the CONSULTANT 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 CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT 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 CONSULTANT 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 schedule 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 CONSULTANT under this Agreement shall become the property of the COUNTY, and the CONSULTANT 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 CONSULTANT. If the Agreement is terminated by the COUNTY as provided in this Article 8, the CONSULTANT 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 CONSULTANT 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 Director or his designee for processing and payment. The Gwinnett County Board of Commissioners shall be the final authority in the event of any disputes over authorized costs between the Director and the CONSULTANT.

9. CONSULTANTS TO COOPERATE WITH OTHER CONSULTANTS

If the COUNTY undertakes or awards other contracts for additional related work, the CONSULTANT shall fully cooperate with such other consultants 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 CONSULTANT shall not commit or permit any act which will interfere with the performance of work by any other CONSULTANT or by COUNTY employees.

10. INDEMNIFICATION

CONSULTANT 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 CONSULTANT. CONSULTANT'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.

CONSULTANT 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 CONSULTANT.

11. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT 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 CONSULTANT for the purpose of securing business and that the CONSULTANT 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 CONSULTANT 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 COUNTY and CONSULTANT 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 CONSULTANT during the term of this Agreement. The liability under such insurance policy shall be not less than in the attached.

The CONSULTANT 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 CONSULTANT shall provide, at all times that this Agreement is in effect, Professional Liability Insurance with a limit of not less than that shown in the attached

Additionally, CONSULTANT shall provide, at all times that this Agreement is in effect, automobile liability insurance with a limit of not less than that shown in the attached.

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

13. PROHIBITED INTERESTS

13.1 Conflict of Interest: The CONSULTANT 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, unless disclosed per O.C.G.A.36-80-28. The CONSULTANT further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

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

14. SUBCONTRACTING

The CONSULTANT 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 subconsultant. The Department will not approve any subconsultant for work covered by this Agreement that has not been recommended for approval by the Department Director.

All subcontracts in the amount of \$10,000 or more shall include the provisions set forth in this Agreement.

15. ASSIGNABILITY

The CONSULTANT 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 CONSULTANT agrees as follows: (1) the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONSULTANT 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 CONSULTANT 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 subconsultant, 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 CONSULTANT hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

18. AUDITS AND INSPECTORS

At any time during normal business hours and as often as the COUNTY may deem necessary, the 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 CONSULTANT 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 CONSULTANT agrees that the provisions of this Article shall be included in any Agreements it may make with any subconsultant, 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 CONSULTANT against all claims arising out of such use of documents and materials without the CONSULTANT'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 CONSULTANT to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

21. INDEPENDENT CONSULTANT

The CONSULTANT shall perform the services under this Agreement as an independent consultant 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 CONSULTANT 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 award.*****

**“SAMPLE” DEMAND SERVICES
ANNUAL CONSULTANT CONTRACT**

This **AGREEMENT** made and entered into this _____ day of _____, 20____ by and between Gwinnett County , Georgia (Party of the First Part, hereinafter called the County), and _____, (Party of the Second Part, hereinafter called the Consultant)

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

1. TERM:

This contract shall commence _____, for a one year period with four (4) 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 contract documents and the Service Provider's bid/proposal, the County's contract documents shall control.

3. PERFORMANCE:

Consultant 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 Proposal.

4. PRICE:

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

5. INDEMNIFICATION AND HOLD HARMLESS:

CONSULTANT 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 CONSULTANT. CONSULTANT'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.

CONSULTANT 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 CONSULTANT.

6. TERMINATION FOR CAUSE:

The County may terminate this agreement for cause upon ten (10) days prior written notice to the Consultant of the Consultant'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 provided by law.

7. TERMINATION FOR CONVENIENCE:

The County may terminate this Agreement for its convenience at any time upon 30 days written notice to the Consultant. In the event of the County's termination of this Agreement for convenience, the Consultant 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 Consultant, which shall itemize each element of performance.

8. AGREEMENT NOT TO DISCRIMINATE:

During the performance of this Contract, the Consultant 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 Consultant 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 Consultant 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 subconsultant, providing that the foregoing provisions shall not apply to contracts or subconsultants for standard commercial supplies of raw materials.

9. ASSIGNMENT:

The Consultant 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 Owner in writing.

10. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this agreement 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 agreement is separate, distinct and severable from the other and remaining provisions of this agreement, and that the invalidity of any agreement provision shall not affect the validity of any other provision or provisions of this agreement.

12. GOVERNING LAW:

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

13. MERGER CLAUSE:

The parties agree that the terms of this agreement include the entire agreement 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 agreement.

(Signature Next Page)

GWINNETT COUNTY, GEORGIA

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

GWINNETT COUNTY, GEORGIA

By: _____
Nicole L. Hendrickson, Chairwoman
Gwinnett County Board of Commissioners

ATTEST:

Signature

Diane Kemp, County Clerk
Board of Commissioners

APPROVED AS TO FORM:

Signature
Gwinnett County Staff Attorney

CONSULTANT: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary

(Seal)



Solicitation Name & No. Consultant Demand Services on an Annual Contract, RP015-21

**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)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

Notary Public
My Commission Expires: _____

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

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



Bid # & Description RP015-21, Consultant Demand Services on an Annual Contract

CODE OF ETHICS AFFIDAVIT

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

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

1. _____ (Company Submitting Bid/Proposal)

2. (Please check <input checked="" type="checkbox"/> one box below)
<input type="checkbox"/> No information to disclose <i>(complete only section 4 below)</i>
<input type="checkbox"/> Disclosed information below <i>(complete section 3 & section 4 below)</i>

3. (if additional space is required, please attach list)	
_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name
_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name

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

Title of Authorized Officer or Agent of Contractor	(seal)

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-

FIRM INFORMATION

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

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Certification Of Non-Collusion in Proposal Preparation _____
(Signature) (Date)

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

Legal Business Name _____

Federal Tax ID _____

Address _____

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

Representative Signature _____

Print Authorized Representative's Name _____

Telephone Number _____ Fax Number _____

E-Mail Address _____

DBE Status _____

Contact Person (if someone other than the authorized representative listed above) _____

Telephone Number _____ Fax Number _____

E-Mail Address _____

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

I. PREPARATION OF PROPOSALS

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

II. DELIVERY

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

III. EXPLANATION TO PROPOSERS

Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposals, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all proposers before the close of the proposal. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers. The written proposal document supersedes any verbal or written communication between the parties. Receipt of addenda should be acknowledged in the proposal. **It is the proposer's responsibility to ensure that they have all applicable addenda prior to proposal submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to proposal submittal.

IV. SUBMISSION OF PROPOSALS

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

V. WITHDRAWAL OF PROPOSAL DUE TO ERRORS

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

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

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

VI. TESTING AND INSPECTION

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

VII. F.O.B. POINT

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

VIII. PATENT INDEMNITY

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

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

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

X. DISCOUNTS

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

XI. AWARD

- A. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

- D. In the event scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. In the event that negotiations with the highest ranked firm are unsuccessful the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

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

XIII. COUNTY FURNISHED PROPERTY

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

XIV. REJECTION OF PROPOSALS

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

XV. CONTRACT

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

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

Any 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 that the consultant agrees to: (1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County (2) disclose to the County, any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the ethics affidavit, when ethics affidavit is required or such that may be discovered during the pending contract or arrangement; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County, to seek injunctive relief in addition to all other

legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

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

XVI. NON-COLLUSION

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

XVII. DEFAULT

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

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. DISPUTES

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the

Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS:

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

XXII. INELIGIBLE PROPOSERS

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

XXIII. OCCUPATION TAX CERTIFICATE

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

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE:

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

XXV. AMERICANS WITH DISABILITIES ACT:

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Susan Canon, 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 firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVII. TAX LIABILITY:

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

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

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

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform Enhancements for 2013.

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXIX. PRODUCTS MANUFACTURED IN GEORGIA

Gwinnett County, when contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, 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 bidder which may include the bidder'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 a bid or 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. Section 36-84-1).**

XXXI. INDEMNIFICATION

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

XXXII. CODE OF ETHICS:

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

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

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

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

XXXIII. PENDING LITIGATION:

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

XXXIV. ELECTRONIC PAYMENT

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

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcountry.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

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

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

DIRECTIONS TO GJAC BUILDING FROM I-85

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

Company Name: _____

**ATTACHMENT 1
FEE SCHEDULE
RP015-21 Consultant Demand Services on an Annual Contract**

SERVICE CATEGORY: _____

(Submit a Separate Fee Schedule for each Service Category)

Professional fees provided are for hourly billable rates plus future year decrease/increase percentages.

Labor Category	2022 Hourly Rate	% Decrease/ Increase 2023	% Decrease/ Increase 2024	% Decrease/ Increase 2025	% Decrease/ Increase 2026
Project Manager					
Project Manager I					
Project Manager II					
Project Manager III					
Engineer I					
Engineer II					
Engineer III					
Senior Engineer					
Principal Engineer					
Supervising Engineer					
Managing Engineer					
Chief Engineer					
Architect I/Designer I					
Architect II/Designer II					
Architect III/Designer III					
Interior Designer I					
Interior Designer II					
Interior Designer III					
Landscape Architect I					
Landscape Architect II					
Landscape Architect III					
Subject Matter Expert (SME) *		N/A	N/A	N/A	N/A
Inspection Aide					
Inspector I					
Inspector II					

* Provide not-to-exceed raw labor multiplier for SME labor category.

1. Annual % Decrease/Increase may be negotiated with Purchasing prior to each annual contract renewal option.
2. If Lead Consultant cannot provide rate for a particular Labor Category based on the Service Category, please indicate "N/A". There is no penalty for N/A.

Company Name: _____

**ATTACHMENT 1
FEE SCHEDULE
RP015-21 Consultant Demand Services on an Annual Contract**

SERVICE CATEGORY: _____

(Submit a Separate Fee Schedule for each Service Category)

Professional fees provided are for hourly billable rates plus future year decrease/increase percentages.

Labor Category	2022 Hourly Rate	% Decrease/ Increase 2023	% Decrease/ Increase 2024	% Decrease/ Increase 2025	% Decrease/ Increase 2026
Inspector III					
Senior Construction Engineer					
Principal Construction Engineer					
Supervising Construction Engineer					
Easement Acquisition Specialist					
Planner					
Senior Planner					
Drafter					
Chief Drafter					
Supervising Drafter					
Supervising Designer					
Chief Designer					
Engineering Technician I					
Engineering Technician II					
Engineering Technician III					
IT Project Manager					
IT Analyst/Developer					
Business Systems Analyst					
Technical Systems Analyst					
Desktop Support IT Systems Analyst					
Network Analyst/Technician					
Records Management Analyst					
Process Improvement Analyst					
Graphic Designer					
Videographer					
Safety Specialist					

* Provide not-to-exceed raw labor multiplier for SME labor category.

1. Annual % Decrease/Increase may be negotiated with Purchasing prior to each annual contract renewal option.
2. If Lead Consultant cannot provide rate for a particular Labor Category based on the Service Category, please indicate "N/A". There is no penalty for N/A.

Company Name: _____

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(Submit a Separate Fee Schedule for each Service Category)

Professional fees provided are for hourly billable rates plus future year decrease/increase percentages.

Labor Category	2022 Hourly Rate	% Decrease/ Increase 2023	% Decrease/ Increase 2024	% Decrease/ Increase 2025	% Decrease/ Increase 2026
Modeler					
GIS Specialist I					
GIS Specialist II					
Scientist I					
Scientist II					
Scientist III					
Senior Scientist					
Principal Scientist					
Supervising Scientist					
Managing Scientist					
Chief Scientist					
Communications/Public Outreach Manager					
Communications/Public Outreach Specialist/Technical Writer					
Website User Experience Specialist					
Principal Surveyor					
Registered Surveyor					
Survey Technician					
Surveyor					
2-person Survey Crew					
3-person Survey Crew					
GPS Crew					
Financial Manager/Planner					
Financial Analyst					
Accounting Specialist					
Administrative Coordinator					

* Provide not-to-exceed raw labor multiplier for SME labor category.

1. Annual % Decrease/Increase may be negotiated with Purchasing prior to each annual contract renewal option.
2. If Lead Consultant cannot provide rate for a particular Labor Category based on the Service Category, please indicate "N/A". There is no penalty for N/A.

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Project Manager

The person is responsible for the planning, coordination and delivery of a project from inception to completion, meeting the project's requirements and ensuring completion on time, within cost and to required quality standards.

Qualifications: BS degree and a minimum of 5 years of project management responsibilities.

Project Manager I

The person is responsible for the planning, coordination and delivery of a project from inception to completion, meeting the project's requirements and ensuring completion on time, within cost and to required quality standards. For engineering design projects, this person should be an Engineer-In-Training or a Registered Professional Engineer in Georgia.

Qualifications: BS degree and a minimum of 5 years of project management responsibilities. PMI Certification or equivalent preferred.

Project Manager II

The person is responsible for the planning, coordination and delivery of a project from inception to completion, meeting the project's requirements and ensuring completion on time, within cost and to required quality standards. For engineering design projects, this person should be a Registered Professional Engineer in Georgia.

Qualifications: BS degree and a minimum of 10 years of project management responsibilities. PMI Certification or equivalent preferred.

Project Manager III

The person is responsible for the planning, coordination and delivery of a project from inception to completion, meeting the project's requirements and ensuring completion on time, within cost and to required quality standards. For engineering design projects, this person should be a Registered Professional Engineer in Georgia.

Qualifications: BS degree and a minimum of 15 years of project management responsibilities. PMI Certification or equivalent preferred.

Engineer I

Perform engineering work in various engineering fields. Work on engineering designs, prepare reports, construct plans, make specifications, and cost estimates for various projects. Assists with environmental studies, permitting and alternative analysis. Check performance or conformity with plans and specifications through field inspection and testing.

Qualifications: BS degree or equivalent experience, no experienced required.

Engineer II

Perform work involving conventional types of engineering principles and other related activities. Evaluate, select, and apply standard engineering techniques, procedures, and criteria to make adaptations and modifications to projects. Meet clear and specified objectives for assignments. Investigate limited number of variables.

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Qualifications: MS degree, EIT, or BS degree with 2 -3 years professional engineering experience.

Engineer III

Direct a group of subordinate engineers and nonprofessional employees. Decide on appropriate procedures and perform the more difficult phases of major engineering projects. Administer and delegate to subordinate engineers, the development of reports, plans, specifications, and detail drawings of the various components of a project. Make recommendations to senior staff based on interpretation of data.

Qualifications: MS degree plus EIT; or professional registration; or BS plus 6 years professional experience. PMI Certification or equivalent preferred.

Senior Engineer

Delegate projects to subordinate engineers and supervise their work. Provide consultation in specialized areas. Make decisions and solve problems. Lead project team in planning and/or designing a major engineering project and coordinate special planning, economic, and engineering studies.

Qualifications: Professional Registration and 8 years professional engineering experience. PMI Certification or equivalent preferred.

Principal Engineer

Plan, develop, coordinate, and direct a number of large projects or a project of major scope, with full technical responsibility. Maintain liaison with individuals outside the organization. Full authority to act independently on technical matters pertaining to specialized areas. Direct and supervise the work of a staff of engineers.

Qualifications: Professional Registration required and 10 to 15 years professional experience. PMI Certification or equivalent preferred.

Supervising Engineer

Plan, organize, and direct the work of a major engineering activity of the company. Supervise other engineers who plan the work and make assignments to individual engineers and nonprofessional employees. Review work to determine conformity with previously outlined objectives, interpret policies and rules of the organization to subordinates, and enforce adherence to such policies and rules.

Qualifications: Professional Registration required and minimum of 15 years professional experience. PMI Certification or equivalent preferred.

Managing Engineer

Initiate engineering and related programs to accomplish the objectives of the company. Select the engineering approaches, plan and organize facilities, interpret and analyze the results. Perform advisory and consulting work for the company as a recognized authority. Manage and lead several subordinate engineering supervisors.

Qualifications: Professional Registration required.

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Chief Engineer

Make decisions and recommendations that have far-reaching impact on extensive engineering and related activities of the company. Negotiate critical and controversial issues with top-level engineers and officers of other organizations and companies. Plan, organize, and guide extensive engineering programs activities.

Qualifications: Professional Registration required. PMI Certification or equivalent preferred.

Architect I/Designer I

Performs independent work in evaluation, selection and modification of standard architectural techniques, procedures, and criteria. This person should be a licensed Architect or non-registered graduate with bachelor's degree in architecture from an accredited program.

Qualifications: BS degree and a minimum of 5 years of design experience preferred.

Architect II/Designer II

Creates the project designs, plans, technical specifications, and coordinates all phases of the design. Lead person with the design and technical focus for developing the architectural solution. This person may supervise a small team of architects and technicians. This person should be a licensed Architect or non-registered graduate with bachelor's degree in architecture from an accredited program.

Qualifications: Licensed Architect with BS degree and a minimum of 10 years of design experience preferred.

Architect III/Designer III

Works on medium to large-scope complex projects. Directs and coordinates the architectural project and may supervise a large staff of architects and technicians. Responsible for the execution of the architectural designs and technical development of the project. This person should be a licensed Architect with bachelor's degree in architecture from an accredited program.

Qualifications: Licensed Architect with BS degree and a minimum of 15 years of design experience preferred.

Interior Designer I

Assists senior interior designers with the development of design solutions; researches and selects colors/finishes/materials for proposed designs. Applies established interior design standards. This person should be a licensed Interior Designer and graduate with bachelor's degree in interior design from an accredited program.

Qualifications: Licensed Interior Designer with BS degree and a minimum of 5 years of design experience preferred.

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Interior Designer II

Responsible for the design and presentation of projects including the design plans, specifications, and furnishings for the interiors of commercial, industrial, or municipal buildings. This person should be a licensed Interior Designer and graduate with bachelor's degree in interior design from an accredited program.

Qualifications: Licensed Interior Designer with BS degree and a minimum of 10 years of design experience preferred.

Interior Designer III

Works on medium to large-scope complex projects. Directs and coordinates the interior design team and may supervise a large staff of designers and technicians. Responsible for the execution of the interior designs and technical development of the project. This person should be a licensed Interior Designer and graduate with bachelor's degree in interior design from an accredited program.

Qualifications: Licensed Interior Designer with BS degree and a minimum of 15 years of design experience preferred.

Landscape Architect I

Assists senior Landscape Architects with the development of civil/site design solutions including plantings, paved and natural paths, green infrastructure, and Gwinnett County stormwater best management practices. Ability to perform environmental impact studies. Applies established landscape architecture design standards. This person should be a graduate with bachelor's degree in landscape architecture from an accredited program.

Qualifications: BS degree and a minimum of 5 years of design experience preferred.

Landscape Architect II

Responsible for the design and presentation of projects including the design plans, specifications, and schematics for the civil/site plans. This person should have experience and knowledge of civil/site design solutions including native plants, xeriscaping, paved and natural paths, green infrastructure, and Gwinnett County stormwater best management practices. This person should be a licensed Landscape Architect in the State of Georgia and graduate with bachelor's degree in landscape architecture from an accredited program.

Qualifications: BS degree and a minimum of 10 years of design experience preferred.

Landscape Architect III

Works on medium to large-scope complex projects. Directs and coordinates the design team and may supervise a large staff of designers and technicians. Responsible for the execution of the designs and technical development of the project. This person should be a licensed Landscape Architect in the State of Georgia and graduate with bachelor's degree in landscape architecture from an accredited program.

Qualifications: BS degree and a minimum of 15 years of design experience preferred.

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Subject Matter Expert (SME)*

The person is recognized as a Subject Matter Expert in a specialized field and demonstrated through publication of peer reviewed articles, leadership in corresponding national or international organizations, contributing author for a nationally recognized design manual or a commercially published handbook, or related experience. The person should be responsible for providing the technical or architectural design direction in all phases of the project including the scope development, planning, concepts/strategy development, design, and execution to meet the project's objectives and quality standards.

Qualifications: BS degree and/or a minimum of 10 years of design experience, at least 5 years of which spent in a position responsible for the technical or architectural direction of projects in the subject matter. Submittal of relevant licensure, certifications, or supporting documentation may be required for approval of the person as SME.

Inspection Aide

Assist in field measurements and observations under direct supervision.

Qualifications: High school graduate or equivalent experience.

Inspector I

Perform field measurements. Make independent decisions.

Qualifications: High school graduate or equivalent experience, plus 1 to 2 years experience as an inspector or in related construction work.

Inspector II

Perform routine resident engineering functions. Review work in detail. Perform tasks as an assistant to a resident engineer.

Qualifications: Eligible for certification as associate engineering technician, or equivalent qualifications, plus 3 to 4 years construction-related experience.

Inspector III

Perform resident engineering functions for relatively simple projects. Prepare progress estimates and reports.

Qualifications: Certified as associate engineering technician or equivalent qualifications, plus 5 years construction-related experience.

Senior Construction Engineer

Perform resident engineering functions for major projects and construction programs. Prepare progress estimates and reports.

Qualifications: Holds engineering registration, contractor's license, certification as engineering technician, or equivalent experience. Requires working knowledge of civil, mechanical, and electrical construction practices and 10 years construction-related experience, at least 3 years of which were spent as a resident engineer.

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Principal Construction Engineer

Direct and supervise several small resident engineering staffs or one large staff. Oversee and advise design engineers regarding construction projects.

Qualifications: Holds engineering registration, contractor's license, certification as senior engineering technician, or equivalent qualification. Requires 15 years construction-related experience, at least 3 years of which were spent in a position equivalent to senior construction engineer. Requires a thorough knowledge of construction practices involved with major projects.

Supervising Construction Engineer

Provide general supervision of construction staffs at all company offices. Develop and maintain standard procedures for construction engineers and assist in preparation and revision of design standards and standard specifications.

Qualifications: Holds engineering registration, contractor's license, certification as senior engineering technician, or equivalent qualification. Requires 15+ years construction-related experience, at least 3 years of which were spent in a position equivalent to senior construction engineer. Requires a thorough knowledge of construction practices involved with major projects.

Easement Acquisition Specialist

Coordinate the acquisition and management of real estate for County projects, which includes acquiring real property rights, managing residential and commercial property, negotiating purchases and leases, assembling required documents, providing customer service to citizens and outside agencies, and maintaining related files.

Qualifications: Bachelor's degree in Real Estate; minimum of four years real estate experience or an equivalent combination of education and experience. Knowledge of real estate principles and practices; real estate closing procedures; negotiating principles and practices; knowledge of applicable laws, rules, and regulations; appraisal principles.

Planner

Direct a group of subordinate engineers, planners, and nonprofessional employees. Decide on appropriate procedures and perform the more difficult phases of major planning projects. Develop alternative methods for the solution of specific problem areas. Provide recommendations to senior staff based on interpretation of data.

Qualifications: MS Degree and 4 years of professional planning experience or BS degree and 6 years of professional planning experience.

Senior Planner

Direct a group of subordinate engineers, planners, and nonprofessional employees. Decide on appropriate procedures and perform the more difficult phases of major planning projects. Develop alternative methods for the solution of specific problem areas.

Qualifications: MS Degree and 6 years of professional planning experience or BS degree and 10 years of professional planning experience.

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Drafter

Prepare drawings using the CAD system. Perform preventive maintenance on station components, and conduct on-screen visual check of drawing corrections. High school graduate or equivalent with working knowledge of procedures, practices, and use of the computer-aided drafting (CAD) system.

Qualifications: Minimum of 6 months of experience on the CAD system.

Chief Drafter

Supervise all drafting activities in large regional office. Assist with the development and maintenance of standard detail drawings, drafting, and graphic standards. Provide drafting, design, and supervisory instruction and advice; assist engineers in the checking of drawings and specifications; and coordinate all efforts between drafting and engineering staffs.

Qualifications: BS degree in engineering, plus 5 years related design/drafting experience, or high school graduate or equivalent experience, plus 4 experience as a supervising drafter or senior designer.

Supervising Drafter

Supervise the use of Computer Aided Design for creation of engineering and survey drawings. Plan and direct the work of other drafters and technicians. Supervise, plan, and direct work in BIM and/or Revit. Establish policies and procedures for drafting and file structure. Serve as liaison between professional staff and technicians.

Qualifications: BS degree in engineering, AS in engineering design/CAD or equivalent experience, plus 5 or more years of experience as a senior drafter.

Supervising Designer

Supervise technical staff and provide drafting and design instruction and advice. Perform specialized engineering computations that are consistent with overall project design. Prepare specifications, check drawings and specifications, and oversee other designer's work.

Qualifications: BS degree in engineering, AS in engineering design/CAD or equivalent experience, plus 5 or more years of experience as a senior designer or supervising drafter.

Chief Designer

Supervise and lead the technical staff. Plan, develop, coordinate, and direct the design development of various phases of large projects and direct other small projects as assigned in their entirety. Provide instruction and advice to the technical staff as well as junior members of the engineering staff. Check drawings, specifications, and direct the work of other engineers

Qualifications: BS degree in engineering, AS in engineering design/CAD or equivalent experience, plus 3 or more years of experience as a senior designer or supervising drafter.

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Engineering Technician I

Collect, gather and maintain specified records of engineering data such as tests and drawings. Perform computations by substituting numbers in specified formulas, plot data, and draw simple curves and graphs.

Qualifications: High school graduate or equivalent experience.

Engineering Technician II

Extract engineering data from various prescribed sources. Process data using well-defined and calculated methods, and present it in a prescribed and uniformed format.

Qualifications: Associates degree in engineering or engineering technology or equivalent experience.

Engineering Technician III

Extract and compile a variety of engineering data and processes. Compute data using specified formulas and procedures. Perform routine analysis to check applicability, accuracy, and reasonableness of data.

Qualifications: Certification as an engineering technician.

IT Project Manager

Provide leadership, management, and technical direction to IT program implementations on both IT specific projects and IT related tasks on other projects. Manage the design, development, and implementation of IT solutions to support internal and client technology solutions. Manage project staff from multiple offices, companies, and locations. Schedule, assign, and review work of project team members. Prepare proposals and estimates for prospective projects, develop scope of work, and procedures.

Qualifications: Bachelor's of Science degree in the related discipline or equivalent work experience. Minimum of 5 years of experience as IT Project Manager.

IT Analyst/Developer

Oversee data development, implementations, and application development support for IT projects. Write up presentations and perform demonstrations for internal and external customers. Develop solutions that integrate with existing core system functionality as well as provide documentation for the solution.

Qualifications: Bachelor's of Science degree in the related discipline or equivalent work Experience. Minimum of 5 years of experience as IT Analyst/Developer.

Business Systems Analyst

Work closely with team members to determine operational objectives by studying business functions; gathering information; evaluating output requirements and formats. Prepares technical reports by collecting, analyzing, and summarizing information and trends.

Qualifications: Bachelor's of Science degree in the related discipline or equivalent work Experience. Minimum of 5 years of experience as Business Systems Analyst.

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Technical Systems Analyst

Monitors and recommends improvements to the organization's software, hardware, and business systems to fit the business needs. Examine existing systems and write requirements for new system implementations. Monitor effectiveness of systems by communicating with internal staff and external vendors.

Qualifications: Bachelor's of Science degree in the related discipline or equivalent work experience. Minimum of 5 years of experience as a Technical Systems Analyst.

Desktop Support IT Systems Analyst

Diagnose and resolve unique, nonrecurring problems associated with application software and operating systems as well as network connectivity. Determine the source of the problems and classify their level, priority, and business impact. Analyze and make recommendations for software and hardware standardization.

Qualifications: Bachelor's of Science degree in the related discipline or equivalent work experience. Minimum of 5 years of experience as Desktop Support IT Systems Analyst.

Network Analyst/Technician

Plan, design, analyze, and provide technical support for the data communications network or group of networks. Provide technical support to internal and external customers on the data communications network.

Qualifications: Bachelor's of Science degree in the related discipline or equivalent work experience. Minimum of 5 years of experience as Network Analyst/Technician.

Records Management Analyst

Assist in the development, implementation, evaluation and maintenance of enterprise-wide records management and retention programs and practices to improve management of records assets in a cost effective and coordinated manner throughout the full life cycle with knowledge of information security, organizational controls, program/service delivery, applicable legislation, economy, efficiency, and risk mitigation.

Qualifications: Bachelor's degree in business, computer sciences, informatics or archives and records administration. IGP, CIP, or CRM certification.

Experience: Minimum of five (5) years of experience working with records management systems, including document version management and document archiving.

Process Improvement Analyst

Identify, lead and deploy Continuous Improvement (CI) initiatives to deliver quantified service delivery excellence. Deployment of Lean, Six Sigma, and other process improvement methodologies, business process assessment and redesign, and the systemic improvement of standard work practices and procedures.

Qualifications: Industrial and Systems Engineering or business degree. BPI certification (LSS - minimum of blackbelt) or other related continuous improvement certification

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Experience: 5+ years of business process improvement experience, experience in business process redesign.

Graphic Designer

Responsible for putting into tangible form the graphic aspect of the creative vision of multiple training department projects in accordance with established Gwinnett County branding protocols as well as in accordance with DWR strategic initiatives. These projects support many of the ESD requirements specifically within employee Qualcards, employee development and creating a workplace of choice as well as improving internal communication strategic initiatives.

Qualifications: Bachelor's degree in graphic design or related field. 10 years or more of experience with a demonstrated graphic design proficiency within the utility industry, preferably the water and wastewater sector.

Videographer

The Videographer would be responsible for, in conjunction with the training department, to film, edit and otherwise produce video content demanding a high level of professionalism in accordance with established Gwinnett County branding protocols as well as in accordance with DWR strategic initiatives. These initiatives include all internal video-based training projects stemming from safety, production, E&C, warehouse, etc. These projects support many of the ESD requirements, employee development and creating a workplace of choice as well as improving internal communication strategic initiatives.

Qualifications: Bachelor's degree in film and media, media arts, multimedia studies, video production or related field. 5 years or more years experience with a demonstrated videography proficiency within the utility industry, preferably the water and wastewater sector.

Safety Specialist

This role would be responsible for working in conjunction with the training department to drive positive cultural change within DWR. The role will specialize in safety consulting and training for the development of high-performance safety cultures and assist improving safety performance. These advanced services include culture assessments, perception surveys, culture change consulting, safety culture development, performance management, leadership development, human performance, and safety excellence seminars. These projects support many of the ESD requirements, employee development and creating a workplace of choice as well as improving internal communication strategic initiatives.

Qualifications: Associate's or Bachelor's degree in occupational safety, chemistry, biology or related field. 15 years or more experience with a demonstrated safety systems proficiency within the utility industry, preferably the water and wastewater sector.

Modeler

Plan, develop, coordinate, and perform a number of modeling efforts or a modeling project of major scope, with full modeling/technical responsibility. Maintain liaison with individuals outside the organization. Have full authority to act independently on modeling matters

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pertaining to specialized areas. Be capable of analyzing and utilizing others modeling results to direct other staff and project direction. Be capable of analyzing SCADA data to calibrate and verify hydraulic models and develop pump curves. Assist with development of demonstrations and materials for clients and corporate/professional meetings as needed.

Qualifications: 10-15 years of hydraulic experience with knowledge and expertise using WaterGEMS, SewerGEMS, and HAMMER.

GIS Specialist I

Develop, implement and support projects requiring GIS techniques, including customized user interfaces and automation processes using web-based applications. Maintain, acquire, distribute, and ensure high quality GIS and other spatially oriented data. Plan project tasks and budgets related to GIS issues. Assist with development of demonstrations and materials for clients and corporate/professional meetings as needed.

Qualifications: Bachelor's Degree in Geography, Environmental Science or related GIS studies with 1-2 years of experience with ESRI ArcView 3.x, and ArcGIS 8.x or 9.x software required.

GIS Specialist II

Develop, implement and support projects requiring GIS techniques, including customized user interfaces and automation processes using web-based applications. Maintain, acquire, distribute, and ensure high quality GIS and other spatially oriented data. Plan project tasks and budgets related to GIS issues. Assist with development of demonstrations and materials for clients and corporate/professional meetings as needed.

Qualifications: Degree in Geography, Environmental Science or related GIS studies with 10-15 years of experience with ESRI ArcView 3.x, and ArcGIS 8.x or 9.x software required.

Scientist I

Perform assignments designed to develop professional capabilities and provide experience in the methods, practices, and programs of the company. Requires professional training but little or no experience in area of specialty.

Qualifications: BS degree or 2+ years equivalent experience.

Scientist II

Perform routine work in areas of specialty. Select and apply general methods and specialized techniques. Research and manage specified phases of a project. Prepare reports.

Qualifications: MS degree or BS degree and 3 years professional scientific experience.

Scientist III

Perform a broad range of assignments and tests or procedures in area of specialty. Evaluate, select, and adapt standard methods and techniques. Develop alternate methods for the solution of specific problem areas. Report routine data. Provide recommendations to senior staff based on interpretation of results.

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Qualifications: MS degree and 4 years professional scientific experience or BS degree and 6 years professional scientific experience.

Senior Scientist

Direct, assign and coordinate projects for subordinate scientists. Perform assignments, tests and procedures in areas of specialty. Develop, construct, and plan programs on the basis of specialized knowledge.

Qualifications: MS degree and 6 years professional scientific experience or BS degree and 8 years professional scientific experience.

Principal Scientist

Plan programs on the basis of specialized knowledge. Define scope and critical elements of projects and select approaches to be taken using independent judgment. Implement projects requiring development of new or highly modified scientific techniques and procedures. May supervise a small staff of subordinate scientists.

Qualifications: MS degree and 8 years professional scientific experience or BS degree and 10 years professional scientific experience.

Supervising Scientist

Perform work requiring a high degree of technical originality and ingenuity. Adapt and extend principles and techniques in areas of specialty to projects of major scope and importance. Plan, organize, and evaluate the projects of a staff of scientists and technicians.

Qualifications: MS degree and 10 years professional scientific experience or BS degree and 12 years professional scientific experience.

Managing Scientist

Explore and evaluate proposed and current projects of unusual complexity in area of specialty. Propose authoritative technical recommendations in field of expertise to company management and other organizations. Manage one or more projects and supervise project leaders.

Qualifications: MS degree and 12 years professional scientific experience or BS degree and 14 years professional scientific experience.

Chief Scientist

Responsible for a large segment of the company in area of specialization. Recommend and initiate programs, choose the scientific approaches, plan and organize facilities and programs to accomplish company's objectives. Supervise overall project management of such programs.

Qualifications: MS degree and 12 or more years professional scientific experience or BS degree and 14 years professional scientific experience.

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Communications/Public Outreach Manager

Coordinate communications with customers, residents, the media and departments within client's facility. Regular duties and responsibilities include press relations and communications, neighborhood meetings on projects, crafting press releases, reviewing bill inserts, public outreach, preparation of speaking points, and developments and/or review of multimedia presentations. Also included is oversight and coordination of website development and upgrade for clients. Supervises Communications/Public Outreach Specialists

Qualifications: Degree in communications, marketing, journalism, or closely related fields, combined with 10 years of experience in corporation or governmental communications

Communications/Public Outreach Specialist/Technical Writer

Coordinate communications with customers, residents, the media and departments within client's facility. Regular duties and responsibilities include press relations and communications, neighborhood meetings on projects, crafting press releases, reviewing bill inserts, public outreach, preparation of speaking points, and developments and/or review of multimedia presentations. Also included is oversight and coordination of website development and upgrade for clients.

Qualifications: Degree in communications, marketing, journalism, or closely related fields, combined with 5 years of experience in corporation or governmental communications

Website User Experience Specialist

Observe and evaluate current practices, documents, websites, and other media. Optimize these for optimal user experience.

Qualifications: Bachelor's degree in User Experience (UX) or 3 to 5 years experience in UX.

Principal Surveyor

Supervise field crews, survey technicians and other professional surveyors in conducting surveys for establishing property boundaries, right-of-ways and easement locations; supervise development of surveys for engineering design. Supervise performance of geodetic and precise control surveys. Plan and conduct training sessions for survey staff. Handle difficult technical problems encountered by survey staff

Qualifications: Registered Land Surveyor in State of Georgia.

Registered Surveyor

Supervise field crews and technicians in the development of Topographic and Boundary Surveys, Engineering Surveys, Construction Surveys, Geodetic Control Surveys and, Public Land Survey System retracement surveys.

Qualifications: Registered Land Surveyor in State of Georgia.

Survey Technician

Perform courthouse deed and plat research, reduce field data gathered by survey field crews, use Computer Aided Design software to develop survey drawings for use in engineering

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design. Prepare property survey drawings, easement plats, as-built drawings of completed construction work and similar engineering and construction related drawings.

Surveyor

Work in association with field crews and survey technicians in the development of Topographic and Boundary Surveys, Engineering Surveys, Construction Surveys, Geodetic Control Surveys and, Public Land Survey System retracement surveys.

2-Person Survey Crew

Field survey crew consisting of a Party Chief and Instrument Person utilizing total stations and levels to establish field geodetic controls, measure and locate property monuments, topographic features, perform field staking for construction, survey as-builts of construction projects, and perform other field survey functions in support of engineering design efforts.

3-Person Survey Crew

Field survey crew consisting of a Party Chief, Instrument Person, and Rod Person, utilizing total stations and levels to establish field geodetic controls, measure and locate property monuments, topographic features, perform field staking for construction, survey as-builts of construction projects, and perform other field survey functions in support of engineering design efforts.

GPS Crew

Field survey crew utilizing Global Positioning System (GPS) equipment, either static or Real Time Kinematic (RTK) to establish field geodetic controls, measure and locate property monuments, topographic features, perform field staking for construction, survey as-builts of construction projects, and perform other field survey functions in support of engineering design efforts.

Financial Manager/Planner

Facilitate incorporation of financial and economic principles into asset management initiatives. Provide assistance with methodologies and implementation for asset maintenance and replacement decisions and long-term capital planning. Develop funding and rate strategies for best customer benefit.

Qualifications: Bachelor's or Master's degree in Finance or Economics. 10 to 15 years of professional experience.

Financial Analyst

The Financial Analyst is responsible for providing management with the financial data, information, and analysis necessary to make their operational and tactical decisions. This analysis is both routine and ad hoc, prospective (trending, forecasting), and retrospective (performance monitoring). It involves interaction with staff at all organizational levels and across multiple disciplines. Routine responsibilities include financial variance analysis, financial modeling, statistical analysis, and coordination of the budget process. Other responsibilities include, but are not limited to, providing pro-formas, producing special analysis and reports as requested.

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Qualifications: Requires a bachelor's degree in business management or a related field and 4 years of related experience.

Accounting Specialist

Coordinate and manage the general accounting function. Oversee the accuracy and maintenance of the ledger accounts, accounting and budgetary controls, formulation, revision, and installation of accounting and financial systems and procedures, prepare and supervise the preparation of reports and financial statements. Participate in complex general accounting projects. Supervise accounting staff.

Qualifications: Requires a bachelor's degree in accounting and 5 years of related experience in addition to management experience.

Administrative Coordinator

Provide clerical and administrative support. Perform assignments of confidential nature. Requires use of technical and business vocabulary and a detailed knowledge of organizational operations, procedures and staff. Organizational and coordination skills essential. Plan, organize and schedule work within guidelines.

Qualifications: High school education with 3-5 years related experience or equivalent.