PROGRESSIVE DESIGN-BUILD PROCUREMENT

Two-Step Process
Step One: 
Request for Qualifications

WDBC No. W-1400-2013
Contents

Section 1. Background ........................................................................................................... 1
  1.1 Introduction .................................................................................................................... 1
  1.2 RFQ Organization .......................................................................................................... 2
  1.3 Owner’s Objectives ....................................................................................................... 2

Section 2. Project Overview ................................................................................................3
  2.1 Project Scope .................................................................................................................. 3
  2.2 Project Budget and Funding ......................................................................................... 4
  2.3 Project Schedule ........................................................................................................... 4

Section 3. Progressive Design-Build Services ................................................................. 4
  3.1 General .......................................................................................................................... 5
  3.2 Roles and Responsibilities ............................................................................................ 6

Section 4. Procurement Process ...................................................................................... 7
  4.1 Acknowledgement of RFQ ............................................................................................ 7
  4.2 Communications and Owner Contact ......................................................................... 7
  4.3 Procurement Schedule ................................................................................................. 7
  4.4 Pre-Submittal Meeting and Site Tour ......................................................................... 8

Section 5. SOQ Submission Requirements ..................................................................... 9
  5.1 Submittal Place and Deadline ....................................................................................... 9
  5.2 Submission Format ....................................................................................................... 9
  5.3 Submission Content ...................................................................................................... 9
    5.3.1 Transmittal Letter ................................................................................................. 10
    5.3.2 Part 1 – Executive Summary .............................................................................. 10
    5.3.3 Part 2 – Design-Builder Profile ......................................................................... 10
    5.3.4 Part 3 – Project Team ......................................................................................... 13
    5.3.5 Part 4 – Experience ............................................................................................ 13
    5.3.6 Part 5 – Progressive Design-Build Contract Comments .................................. 14
Section 6. SOQ Evaluation and Selection ................................................................. 15
   6.1 General ................................................................................................. 15
   6.2 Responsiveness .................................................................................. 15
   6.3 Minimum Qualification Requirements .............................................. 15
   6.4 Comparative Evaluation Criteria ...................................................... 16
   6.5 Selection of Short List ....................................................................... 16

Section 7. Conditions for Respondents ................................................................. 17
   7.1 Owner Authority ................................................................................ 17
   7.2 Ineligible Firms and Individuals ...................................................... 17
   7.3 Conflict of Interest .......................................................................... 17
   7.4 Proprietary Information .................................................................. 17
   7.5 Rights of the Owner ........................................................................ 18
   7.6 Obligation to Keep Project Team Intact ........................................... 18
   7.7 Addenda ............................................................................................ 19
   7.8 Protests ............................................................................................. 19

Attachment A .................................................................................................... 20
Definition of Terms ...................................................................................... 20

Attachment B .................................................................................................... 21
Scope of Design-Builder Services ................................................................. 21

Attachment C .................................................................................................... 22
Draft Progressive Design-Build Contract (not included) .............................. 22

Attachment D .................................................................................................... 23
Project Background Documents ..................................................................... 23

Attachment E .................................................................................................... 24
Project Technical Requirements ................................................................. 24

Attachment F .................................................................................................... 25
Forms for Affirmation of Compliance .......................................................... 25
Two-Step Process

Step One:
Request for Qualifications

Section 1. Background

1.1 Introduction

This request for qualifications (RFQ) for the Town of Edisto Beach Water Improvement project (Project) invites statements of qualifications (SOQs) according to the requirements set forth in this RFQ, including the format and content guidelines in Section 5. The SOQs will be reviewed and evaluated to generate a short list of up to three Respondents, as described in Section 6, that will then be invited to submit Proposals. The capitalized terms in this RFQ have the meanings as first used in the text of this RFQ and as defined in Attachment A (Definition of Terms).

The Project is to be designed and constructed in two phases using the progressive design-build delivery method:

- Phase One: Prepare design to 30% complete, as defined in Attachment B (Scope of Design-Builder Services), and a guaranteed maximum price (GMP) proposal
- Phase Two: Complete design, construction and post-construction tasks, including performance testing, startup commissioning and operator training and support (if GMP or lump-sum price is approved by the Owner in Phase One)

At completion of the evaluation process, Town of Edisto Beach (Owner) intends to issue a request for proposals (RFP) to the short-listed Respondents for award of the Progressive Design-Build Contract [see Attachment C (Draft Progressive Design-Build Contract)].

This RFQ is subject to revision after the date of issuance via written addenda. Any such addenda
will be posted on the Owner’s web site (not distributed directly to potential Respondents). It is each Respondent’s responsibility to obtain all RFQ addenda prior to submitting its SOQ.

In no event will the Owner be liable for any costs incurred by any Respondent or any other party in developing or submitting an SOQ.

1.2 RFQ Organization

This RFQ consists of seven Sections and six Attachments:

- Section 1: Background
- Section 2: Project Overview
- Section 3: Progressive Design-Build Services
- Section 4: Procurement Process
- Section 5: SOQ Submission Requirements
- Section 6: SOQ Evaluation and Selection
- Section 7: Conditions for Respondents
- Attachment A: Definition of Terms
- Attachment B: Scope of Design-Builder Services
- Attachment C: Draft Progressive Design-Build Contract (not included)
- Attachment D: Project Background Documents
- Attachment E: Project Technical Requirements
- Attachment F: Forms for Affirmation of Compliance

The contents of the RFQ Attachments take priority over any conflicting statements in the RFQ Sections.

Certain project background documents are being made available as Attachment D (Project Background Documents) for the purpose of preparing SOQs. The Owner is providing these documents only for the purpose of obtaining SOQs for the Project and does not confer a license or grant for any other use. The extent to which the Design-Builder may rely on such background documents is set forth in Attachment C (Draft Progressive Design-Build Contract).

1.3 Owner’s Objectives

The Owner’s objectives for delivery of the Project are as follows:

- **Supply:** Provide facilities and equipment that will meet the current and future water demands as projected by the previous engineering and feasibility studies.
• **Quality**: Provide treatment facilities and equipment that will be sustainable and will reliably produce required quantities of finished water in full compliance with federal and state regulations and contractual standards for water quality over the range of raw water quality conditions set forth in Attachment E (Project Technical Requirements).

• **Cost**: Minimize life-cycle and maintenance costs. Owner desires low maintenance costs. If a phased approach provides the most effective benefit to cost, this type of approach would be considered.

• **Schedule**: Completion schedule would be dependent of type of approach, but Town anticipates completion July 2016.

• **Risk**: Achieve an optimal balance of risk allocation between the Owner and the Design-Builder.

• **Safety**: Implement an effective safety program incorporating best industry practices.

By selecting the progressive design-build delivery method for the Project, the Owner is committed to working in close collaboration with the Design-Builder during Phase One to develop the Project’s design to achieve the Project objectives and to obtain a mutually-agreeable GMP or lump-sum price for delivery of the Project. As set forth in Attachment E (Project Technical Requirements), the Owner has certain technical requirements and standards that will apply to the Project’s design, but is willing to review all alternatives.

**Section 2. Project Overview**

2.1 **Project Scope**

The Town of Edisto Beach Utility faces two major issues—water supply and water quality. These issues were evaluated and recommendations made in three separate studies (Water System Study and Master Plan by American Engineering in 2007, Water Master Plan by Earth Tech in 2008 and Conceptual Design for Reverse Osmosis and Aquifer Storage Recovery Feasibility Study Engineering Report by URS in 2012 all of which are available on the Town’s Website –townofedistobeach.com).

The Town’s water system currently supplied by six groundwater wells is challenged by both water quality and water supply demands. Although not a threat to health, high concentrations of chloride, fluoride and sodium in the source ground water produce an undesirable taste and result in water quality that does not meet the aesthetic standards for the National Secondary Drinking Water Regulations. Increases in Fluoride are becoming of concern and are nearing the EPA drinking water standard. Additionally, the Town’s water supply is subjected to high demands during the summer tourist season which far exceed the demands during the winter months which presents its own set of issues.

Cost is critical as most homes are vacation homes and the residential population is primarily retired and live on fixed incomes and a rate study performed by American Engineering has been completed.
The Project scope, design standards and performance requirements are described in more detail in Attachment E (Project Technical Requirements).

2.2 Project Budget and Funding

Previous studies indicate the cost of the project could range between $2.5 to $8.64 million dollars. The Owner intends to use Revenue Bonds or State Revolving funds to provide the capital funding needed for the Project. State Revolving funds have been approved.

2.3 Project Schedule

As indicated in Section 4, it is anticipated that the Progressive Design-Build Contract will be executed on or about June 24, 2015. The design, permitting, construction and performance testing of the completed Project are expected to be completed no later than July 30, 2016.

Section 3. Progressive Design-Build Services

3.1 General

As noted in Section 1 and more fully described in Attachment B (Scope of Design-Builder Services), the Design-Builder will provide services in two distinct phases.

Phase One services generally consist of preliminary engineering, geotechnical investigations and design development, as well as preparation, in close collaboration with the Owner, of a proposed price and schedule. The proposed price and schedule includes the Project’s design (developed to the Owner’s required level of completion), a GMP or lump-sum price, Project schedule, and supporting documentation, such as detailed open-book costing for the GMP or lump-sum price. Phase Two services generally encompass completing the Project’s design, construction and performance testing. Permitting activities are included in each Phase.

Phase One services:

- Develop the Project execution plan, including Project schedule.
- Produce the basis-of-design report.
- Develop the engineering design (including preparing and submitting intermediate design review packages) and value-engineering activities in conjunction with Owner, including annual R&M Costs.
• Prepare a project cost model and provide detailed cost estimates as the design and design alternatives are advanced and determine user fee impacts.
• Submit and negotiate a GMP or lump-sum price to complete the Phase Two services.
• Perform engineering studies (such as subsurface investigations, pilot studies, raw water/wastewater analyses, etc.) to support design and cost estimating. Previous studies should be used where feasible.
• Identify Project permitting requirements and initiate certain permitting activities.

Phase Two services:
• Complete the final design.
• Procure equipment and subcontractors.
• Secure necessary permits.
• Construct the Project.
• Conduct startup, commissioning and performance testing.
• Provide operator training.
• Provide warranty coverage.

3.2 Roles and Responsibilities

Owner: The Owner will cooperate with the Design-Builder and will fulfill its responsibilities in a timely manner to facilitate the Design-Builder’s timely and efficient performance of services. Owner responsibilities include:
• Review submissions and provide comments to Design-Builder.
• Furnish existing studies and provide complete, accurate and reliable data and information regarding the Project, including record drawings, preliminary studies, environmental impact assessments, etc.
• Provide information and provide (or engage Design-Builder to perform) additional studies that may be necessary to complete the Project.
• Provide adequate funding.
• Provide access to the Project site and any necessary easements.
• Assist Design-Builder in obtaining governmental approvals and permits it is responsible for.
• Provide necessary data and inputs (e.g., raw water,) for Project start-up and performance testing.

Design-Builder: The Design-Builder will cooperate with the Owner and will provide in a timely manner the Phase One and Phase Two services necessary to complete the Project scope specified in this RFQ. Design-Builder responsibilities include:
• Prepare design and construction documents.
Step One:
REQUEST FOR QUALIFICATIONS

- Supervise subcontractors and Design-Builder personnel.
- Obtain governmental approvals and permits.
- Maintain site security.
- Conduct performance testing.
- Implement quality-management procedures.
- Implement Project health and safety practices.

The roles and responsibilities of the Owner and the Design-Builder will be more fully described in Attachment C (Draft Progressive Design-Build Contract).

Section 4. Procurement Process

4.1 Acknowledgement of RFQ

Each Respondent should provide the Owner, within 15 days of receipt of this RFQ, an acknowledgement that it has received the RFQ and is a potential Respondent. Such acknowledgement shall identify and provide full contact information for the Respondent Contact, who shall be the Respondent’s single point of contact for the receipt of any future documents, notices and addenda associated with this RFQ. Such acknowledgement must be sent in writing and a copy electronically transmitted to the Owner Contact.

4.2 Communications and Owner Contact

On behalf of the Owner, Iris Hill, Town Administrator will act as the sole point of contact for this RFQ and shall administer the RFQ process. All communications shall be submitted in writing, by email and shall specifically reference this RFQ. All questions or comments should be directed to the Owner Contact as follows:

Iris Hill
Town Administrator
Town of Edisto Beach
2414 Murray Street, Edisto Beach, SC  29438
843-869-2505 x 211
843-869-3855
ihill@townofedistobeach.com

No oral communications from the Owner Contact or other individual is binding. No contact with Owner staff, council or committee members or any public official concerning the Project during the procurement process is allowed. A violation of this provision may result in disqualification of Respondent.
4.3 Procurement Schedule

The current procurement schedule is as follows:

- Issue RFQ August 18, 2014 [Date]
- Pre-submittal meeting September 8, 2014 [Date – 21 days]
- Deadline for questions September 17, 2014 [Date – 30 days]
- Submit SOQ October 2, 2014 [Date – 45 days]
- Interviews (if required) October 17, 2014 [Date – 60 days]
- SOQ evaluation/short list November 17, 2014 [Date – 90 days]

4.4 Pre-Submittal Meeting and Site Tour

Owner will conduct a pre-submittal meeting for those interested in responding to the RFQ. Attendance at this meeting is mandatory. The meeting will be held at 2414 Murray Street on September 8, 2014 starting at 10:30 am. At this meeting, Owner will offer information about the Project and the procurement process. Those who attend the pre-submittal meeting will have the opportunity to tour the Project site following the meeting to familiarize themselves with site conditions and constraints. Respondents shall advise the Owner Contact by September 2, 2014 of the names of individuals who will attend the pre-submittal meeting. Due to space constraints, each firm is limited to 3 attendees at the meeting and site tour.

Section 5. SOQ Submission Requirements

5.1 Submittal Place and Deadline

Ten paper documents (one original and nine copies), as well as 2 electronic versions of the SOQ on CD-ROMs in PDF format, must be received no later than 2:00 pm October 2, 2014, addressed to:

Iris Hill
Town Administrator
Town of Edisto Beach
2414 Murray Street, Edisto Beach, SC  29438

Each Respondent assumes full responsibility for timely delivery of its SOQ at the required location. Any
SOQ received after the submittal deadline will be deemed nonresponsive and returned. The delivered packaging containing the SOQ documents must note “SOQ Enclosed” on its face.

5.2 Submission Format

The SOQ must not exceed 21 total pages (most or all 8½ x 11 inch with 1-inch or greater margins), excluding the transmittal letter, index or table of contents, front and back covers, title pages/separation tabs, and appendices. Eleven-point font or larger must be used in SOQ Parts 1–4.

5.3 Submission Content

The content requirements set forth in this RFQ represent the minimum content requirements for the SOQ. It is the Respondent’s responsibility to include information in its SOQ to present all relevant qualifications and other materials. The SOQ, however, should not contain standard marketing or other general materials. It is the Respondent’s responsibility to modify such materials so that only directly relevant information is included in the SOQ.

The SOQ must include the following information in the order listed:
- Transmittal Letter
- Part 1 – Executive Summary
- Part 2 – Design-Builder Profile
- Part 3 – Project Team
- Part 4 – Experience
- Appendix A – Forms for Affirmation of Compliance
- Appendix B – Resumes
- Appendix C – Financial Statements
- Appendix D – Progressive Design-Build Contract Comments (not required)

5.3.1 Transmittal Letter

Respondents must submit a transmittal letter (maximum two pages) on the Respondent’s letterhead. It must be signed by a representative of the Respondent who is authorized to sign such material and to commit the Respondent to the obligations contained in the SOQ. The transmittal letter must include the name, address, phone number and email address for the Respondent’s Contact, and must specify who would be the Design-Builder’s signatory to any contract documents executed with the Owner. Such letter may include other information deemed relevant by the Respondent.
The transmittal letter must refer to SOQ Appendix A (Forms for Affirmation of Compliance), based on the forms in RFQ Attachment F (Forms for Affirmation of Compliance).

5.3.2 Part 1 – Executive Summary

The executive summary (maximum three pages) must include a concise overview of the key elements of the SOQ and must summarize and refer to information in the SOQ concerning satisfaction of the Minimum Qualification Requirements. The executive summary shall not be used to convey additional information not found elsewhere in the SOQ.

5.3.3 Part 2 – Design-Builder Profile

A detailed and complete description of the company proposed as the Design-Builder must be provided in Part 2 of the SOQ. (The term “company” can refer to either a single entity or a joint venture.) Information concerning Key Personnel and other firms that may be included on the Project Team, such as subconsultants and subcontractors, should be provided in Part 3 of the SOQ. The Design-Builder Profile must include the following information:

- **General**
  Provide general information about the Design-Builder, such as lines of business and service offerings, locations of home and other offices, number of employees (professional and non-professional), years in business, and evidence of required licenses.

- **Legal structure**
  Identify whether the Design-Builder is organized as a corporation, limited liability company (LLC), general partnership, joint venture, limited partnership, or other form of legal entity. As applicable, identify the owners of the Design-Builder (e.g., shareholders, members, partners, and the like) who hold an interest of ten percent or more.

- **Project office location**
  Identify where the Design-Builder intends to maintain its project office(s) and where the majority of the design work will be performed.

- **Financial condition**
  In SOQ Appendix C (Financial Statements), provide audited financial statements for the Design-Builder for the past three years and quarterly financial statements, certified by the chief financial officer, for the current year. If the Design-Builder is a joint venture, LLC, or partnership, such financial statements must be provided for each partner or member.
• **Payment and performance bonds**
  A letter from the Design-Builder’s surety must be provided to verify the availability of a design-build bond of at least $8.64 million for this Project. The surety must be authorized by law to do business in **South Carolina** and must have an A.M. Best Company Rating of **A for Class VIII** or better. The surety must also be listed in the U.S. Department of Treasury’s Circular 570.

• **Insurance**
  A Original Certificate of Insurance from the Design Builder’s insurance company must be provided stating its ability to acquire and provide the following minimum limits for the required insurance:
  — Workers’ Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute:
    
    | Insured Product | Minimum Limit |
    |------------------|---------------|
    | Admitted in South Carolina | Yes |
    | Employer’s Liability | $1,000,000 |
    | All States Endorsement | Statutory |
    | USL & H Endorsement | Statutory |
    | Voluntary Compensation | Statutory |

  — Commercial General Liability Insurance naming Town as an additional insured and/or Owner Protective Liability, when required by Town, Contractual, Products and Completed Liability Coverage on an occurrence policy form in limits not less than those listed and deductible amounts not to exceed $25,000.

    - Aggregate Combined: $4,000,000
    - Each Occurrence: $1,000,000
    - Broad Form CGL: $1,000,000
    - Contractual Liability: $1,000,000
    - Completed Operation: $1,000,000

  — Automobile Liability Insurance, Coverage shall be maintained by the Contractor as to the ownership, maintenance and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:
    - Bodily injury & Property Damage Liability: $2,000,000
    - Combined Single Limit Each Accident

  — The insurer(s) waive their rights of subrogation in favor of the Town, their officials,
employees, agent and consultants for Workers’ Compensation and General Liability.

Employer’s liability insurance: $1,000,000 million
— Excess liability insurance above the employer’s, general and automobile insurance: $2,000,000 million
— Professional liability (errors and omissions): $4,000,000 million each occurrence and in the aggregate

The required insurance must be obtained and maintained from insurance companies that have an A.M. Best Rating of “A” VIII or better and are duly licensed or authorized in South Carolina. Town must be named as additional insured and/or Owner Protective Liability, and deductible amounts not to exceed $25,000.

The SOQ must provide the following additional information pertaining to factors or events that have the potential to adversely impact the Design-Builder’s ability to perform its contractual commitments.

- **Material adverse changes in financial position.** Describe any material historical, existing or anticipated changes in financial position, including mergers, acquisitions, takeovers, joint ventures, bankruptcies, divestitures, or any material changes in the mode of conducting business.

- **Legal proceedings and judgments.** List and briefly describe any pending or past (within 10 years) legal proceedings and judgments, or any contingent liability that could adversely affect the financial position or ability to perform contractual commitments to Owner. If no such proceedings or judgments are listed, provide a sworn statement to that effect from the general counsel.

- **Completion of contracts.** Has the Design-Builder failed to complete any contract, or has any contract been terminated due to alleged poor performance or default within the past 10 years? If so, describe the circumstances.

- **Violation of laws.** Has the Design-Builder been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning antitrust, public contracting, employment discrimination or prevailing wages within the past 10 years? If so, describe the circumstances.

- **Debarred from bidding.** Has the Design-Builder been debarred within the past 10 years, or is it under consideration for debarment, on public contracts by the federal government or by any state? If so, describe the circumstances.
If any of the above questions are answered in a manner that indicates that any of these unfavorable factors or events are present, it is the Respondent’s responsibility to: (1) describe in detail the unfavorable factor or event; and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Design-Builders’s ability to perform its contractual commitments.

The Respondent must notify the Owner of any changes subsequent to submission of the SOQ and before the selection process is completed (and, in the case of the selected Respondent, before execution of the Progressive Design-Build Contract).

5.3.4 Part 3 – Project Team

The composition, organization and management of the Project Team must be described in two separate subsections.

**Design-Build/other firms:**

- Identify any other firms (such as subcontractors and subconsultants) included on the Project Team along with the Design-Builder and describe the scope of the Design-Builder’s and each firm’s services and responsibilities during Phase One and Phase Two of the Project. The firm(s) serving as the Designer and the Builder must be clearly identified.
- Provide Phase One and Phase Two organizational charts showing the reporting relationships and responsibilities of the Design-Builder and any other firms, and describe the Design-Builder’s approach to the management of such firms.

**Key Personnel**

- Identify all Key Personnel (and their firm affiliations) on the Project Team and describe their specific responsibilities during Phase One and Phase Two of the Project.
- Provide Phase One and Phase Two organizational charts showing the reporting relationships and responsibilities of all Key Personnel (along with their firm affiliations) and describe the Design-Builder’s approach to the management of such Key Personnel.
- Indicate the commitment of all Key Personnel in terms of an estimated percentage of time during each phase of the Project.
- Provide resumes for all Key Personnel in SOQ Appendix B (Resumes). Resumes must be limited to two pages per individual and include:
— Academic and professional qualifications
— Professional registration (as applicable)
— Experience as it relates to the Project and to the individual’s specified role on the Project

Any change in the firms or Key Personnel included in the SOQ would require Owner approval.

5.3.5 Part 4 – Experience

The SOQ must describe the performance history and experience of the Project Team on similar projects and provide information concerning safety.

Reference Projects

The Respondent shall submit descriptions of reference projects to demonstrate relevant experience.

Each project description shall contain at least the following information:

- Name of owner
- Owner reference and contact information
- Role of respondent
- Contract value
- Year started and year completed
- Description of the project showing relevance to this Project
- Firms and Key Personnel that participated in project and are included in this SOQ, along with a clear description of the project role and responsibility of each

In addition, a one-page summary table should be provided to cross-reference the Project Team (firms and Key Personnel) with participation in the reference projects.

Safety

Provide a summary description of the Design-Builder’s corporate safety program and include safety statistics or records indicating categories of accidents and their incidence or frequency rates for the past five years. The following safety records must be provided for the Design-Builder for the current and past five years:

- The experience modification rate (EMR) calculated by the National Council on Compensation Insurance or similar rating bureau. (The EMR is also referred to as the experience modification rating, experience modification factor, experience modifier or X-mod.)
- The days-away-from-work injury incidence rate. A day-away-from-work injury is an injury that prevents an employee from returning to his or her next regularly scheduled shift. The incidence
rate is calculated by multiplying the number of days-away-from-work injuries for the particular year by 200,000 and then dividing the product by the person-hours worked for that year.

5.3.6 Part 5 – Progressive Design-Build Contract Comments

The SOQ may include in Appendix D (Progressive Design-Build Contract Comments) comments on the Draft Progressive Design-Build Contract included in RFQ Attachment C (Draft Progressive Design-Build Contract). Such comments may take any form that is convenient to the Respondent, including a tracked-changes markup of the draft in Attachment C. Any such comments will be considered by the Owner before issuance of the RFP.

Section 6. SOQ Evaluation and Selection

6.1 General

The SOQs will be reviewed and evaluated by the Owner’s selection committee (with assistance provided by outside advisors if desired by owner) according to the requirements and criteria outlined in this Section 6. During the SOQ evaluation process, written questions or requests for clarifications may be submitted to one or more Respondents regarding its SOQ or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Respondent from further consideration. In addition, the Owner may require that all or a limited number of Respondents participate in interviews.

6.2 Responsiveness

Each SOQ will be reviewed to determine whether it is responsive to the RFQ. Failure to comply with the requirements of this RFQ may result in an SOQ being rejected as nonresponsive. At its sole discretion, however, the selection committee may waive any such failure to meet a requirement of this RFQ and may request clarification or additional information to remedy a failure.

6.3 Minimum Qualification Requirements

Each responsive SOQ will be reviewed to determine whether it meets the Minimum Qualification Requirements outlined in this subsection. At its sole discretion, the selection committee may waive any failure to satisfy such requirements and may request clarification or additional information to address any questions that may arise in this regard. Any SOQ that does not satisfy all the Minimum Qualification Requirements included in the SOQ.
Requirements may be rejected.

- **Performance bond.** Ability of the Design-Builder to provide a design-build performance bond in the amount of project cost.

- **Net worth.** Provide Design-Builder net worth.

- **Material adverse condition.** The Design-Builder must not be subject to a material adverse condition, such as pending litigation, insufficient liquidity, weak operating net income or cash flow, or excessive leverage, that gives rise to reasonable doubt concerning its ability to continue to operate as an ongoing concern, to provide performance bonds or insurance, or to maintain sufficient financial strength to undertake and successfully complete the Project and to mitigate/absorb Project risks.

- **Licensing and registration.** The Design-Builder and each firm must be licensed in South Carolina for the type of work to be performed. The Designer must include in responsible charge an engineer registered in South Carolina, and each architect must be registered in South Carolina.

- **Design experience.** Within the past 10 years, the Designer must have successfully completed the design of at least 3 supply wells and reverse osmosis projects for municipal clients in the United States. Preferably one in the State of South Carolina on the east coast. Describe experience with both Middendorf and Santee Aquifer well design.

- **Construction experience.** Within the past 10 years, the Builder must have successfully completed the construction of at least 3 deep supply wells and reverse osmosis project for municipal clients in the United States. Preferably one in the State of South Carolina on the east coast.

- **Design-build experience.** Within the past 10 years, the Design-Builder must have successfully completed at least 2 like projects for municipal clients in the United States.

- **Safety record.** The Builder must have achieved an experience modification rate (EMR) of not greater than 1.0 for the current and past two years.
6.4 Comparative Evaluation Criteria

The selection committee will evaluate and rank the responsive SOQs that satisfy the Minimum Qualification Requirements by applying the weighted comparative evaluation criteria set forth below to generate a short list of three to five Proposers. Financial condition is evaluated on a pass/fail basis as part of the Minimum Qualification Requirements.

- Experience and capabilities
  - Design-Builder/other firms [40%]
  - Key Personnel [40%]
  - Organization, management and safety [20%]

6.5 Selection of Short List

After the evaluation process is complete, the Owner will notify Respondents of the rankings. The top-ranked Respondents will be selected for inclusion in the short list of up to 3 Proposers for receipt of the RFP.

Section 7. Conditions for Respondents

7.1 Owner Authority

Owner is a Municipal Corporation in the State of South Carolina created under Title 5 of the South Carolina Code of Laws. The procurement process for this Project is authorized under Edisto Beach Town Code.

7.2 Ineligible Firms and Individuals

The following firms and individuals are serving in an advisory capacity to the Owner for this Project and are therefore not eligible to assist or participate with any Respondent that submits an SOQ for the Project.

Not Applicable

7.3 Conflict of Interest

The following laws mandate the public disclosure of certain information concerning persons doing
business or seeking to do business with the Owner, including affiliations and business and financial relationships such persons may have with Owner officers. Public contracts are awarded in accordance with certain processes and procedures, all of which are defined by rules designed to prevent fraud, collusion, or unjust favoritism in the award of public contracts; to insure all persons have an equal opportunity to compete for public contracts.

The State's standard bidding instructions require that each offeror certify that it has and will comply with, and has not, and will not, induce a person to violate the ethics laws appearing in Title 8, Chapter 13 of the South Carolina Code of Laws.

For those involved in public contracts, the following sections require special attention:

Section 8-13-700, regarding use of official position for financial gain
Section 8-13-705, regarding gifts to influence action of public official
Section 8-13-720, regarding offering money for advice or assistance of public official
Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official
Section 8-13-775, prohibiting public official with economic interests from acting on contracts
Section 8-13-790, regarding recovery of kickbacks
Section 8-13-1150, regarding statements to be filed by consultants
Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract

For a distinct but related rule regarding gifts to government agencies, please see Regulation 19-445.2165

7.4 Proprietary Information

All materials submitted to the Owner become public property and are subject to the South Carolina Freedom of Information Act Title 30. If the SOQ contains proprietary information that the Respondent does not want disclosed, each page containing such information must be identified and marked “PROPRIETARY” at the time of submittal. Owner will, to the extent provided by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Town of Edisto Beach. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request. Respondents shall not be permitted to mark entire SOQ as proprietary.

7.5 Rights of the Owner

In connection with this procurement process, including the receipt and evaluation of SOQs and development of the short list, Owner reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause and with or without notice, the
right to:

- Cancel, withdraw, postpone, or extend this RFQ, in whole or in part, at any time, without incurring any obligations or liabilities
- Modify the procurement schedule
- Waive deficiencies, informalities and irregularities in an SOQ and accept and review a non-conforming SOQ
- Suspend and terminate the procurement process or terminate evaluations of SOQs received
- Permit corrections to data submitted with any SOQ
- Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Respondents to seek an improved understanding of any information contained in an SOQ
- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the SOQs
- Seek clarification from any Respondent to fully understand information provided in the SOQ and to help evaluate and rank the Respondents
- Reject an SOQ containing exceptions, additions, qualifications or conditions not called for in the RFQ or otherwise not acceptable to the Owner
- Conduct an independent investigation of any information, including prior experience, identified in an SOQ by contacting project references, accessing public information, contacting independent parties, or any other means
- Request additional information from a Respondent during the evaluation of its SOQ

7.6 **Obligation to Keep Project Team Intact**

Respondents are advised that all firms and Key Personnel identified in the SOQ shall remain on the Project Team for the duration of the procurement process and execution of the Project. (The anticipated dates for award of the Progressive Design-Build Contract and for completion of the Project are set forth in Section 2.3 of this RFQ.) If extraordinary circumstances require a change, it must be submitted in writing to the Owner Contact, who, at his or her sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Design-Builder’s control. Unauthorized changes to the Project Team at any time during the procurement process may result in elimination of the Respondent from further consideration.

7.7 **Addenda**

If any revisions to the RFQ or procurement process become necessary or desirable (at the Owner’s sole discretion), the Owner may issue written addenda. **The Owner will not transmit addenda to potential Respondents.** The Owner will post all addenda on the Owner Project website at the following address:
www.townofedistobeach.com. It is Respondent’s responsibility to obtain all addenda prior to submitting its SOQ.

7.8 Protests

Any protest to an Owner’s action in connection with this procurement must be filed in writing no later than 3 business days following such action and must be in strict accordance with the Owner’s applicable procedures and with applicable law.
Attachment A

Definition of Terms

The definitions of some of the capitalized terms used in this RFQ are presented below:

**Builder** – The Design-Builder or other firm (such as a subcontractor or joint venture partner) that will provide construction services and have responsible charge of construction of the Project.

**Designer** – The Design-Builder or other firm (such as a subconsultant or joint venture partner) that will provide professional design services and have responsible charge of the design, including preparation of the construction documents.

**Design-Builder** – The entity that will enter into the Progressive Design-Build Contract with the Owner and that will be the single point of accountability to the Owner for delivering the services and the Project.

**Draft Progressive Design-Build Contract** – The draft contract, including the agreement and all of its attachments, presented as RFQ Attachment C (Draft Progressive Design-Build Contract).

**Key Personnel** – The individuals, employed by Design-Builder or other firm included on the Project Team, who would fill certain key roles in delivery of the Project and related services by the Design-Builder, including the following positions: project manager, safety manager, design manager, construction manager, and other key personnel.

**Minimum Qualification Requirements** – The requirements set forth in Subsection 6.3 of this RFQ that, at a minimum, must be satisfied (or waived by the Owner) in order for the SOQ to be evaluated and ranked according to the comparative evaluation criteria.

**Owner** – Town of Edisto Beach Utility Department

**Project** – Town of Edisto Beach Water Improvement Project

**Project Team** – The Design-Builder, Key Personnel and any additional firms (such as subcontractors and subconsultants) included in the SOQ.

**Respondent** – The entity responding to this RFQ by submitting the SOQ.
Attachment B

Scope of Design-Builder Services

Water supply and quality has been a debated issue on Edisto Beach for many years.

Water supply is insufficient. Typically, the heaviest usage is July 4th weekend, but 2014 summer water usage was such that usage amounts normally observed in July began occurring in May. During the winter, supply is not an issue, but during the summer tourist season, water demand increases creating supply problems.

Water quality is also an issue and although not in violation of primary drinking water standards, if Fluoride levels continue to trend upward, Edisto Beach water will eventually violate primary drinking water standards. Sodium and chloride are elevated and corrosive to the Town’s infrastructure and home water systems.

A referendum was held by the Town to determine if voters wanted to go into debt to install a Middendorf well, reverse osmosis and ASR at a cost of $8.6 Million in June 2013 and it failed. Minimal rate impact to users is desirable.

Council comments follow:

Councilwoman Smyer-the referendum failed. Almost half voted. Should pursue needs first.

Councilman Anderson-needs to state an absolute price and seek other ways to fund, not revenue only. Consider Ad valorem tax.

Councilwoman Darby-Where do we need to go? Need opportunity to look at other things, whether it culminates in project or not.

Water supply, demand and quality have been reviewed and studied by numerous engineering firms and the Town has much data. The Town would like to have firms present in Phase One a solution to both the water supply and quality issues. The project should be analyzed to determine the most cost effective method. The Town is not opposed to innovation or “thinking outside the box”. The Town will consider any recommendations as long as they produce the desired outcome. The project can be phased if it will produce the same long term results at a cost savings.

The Town has been approved for State Revolving funds and rate studies have been updated to determine necessary rate increases based on project costs and assumptions. Phase One should include a not to exceed cost of the final project.
Attachment C

Draft Progressive Design-Build Contract

*Under development and not included.*
Attachment D

Project Background Documents

2. Town of Edisto Beach Water Master Plan Prepared by Earthtech June 2008

Earlier documents and studies are also available and will be located on the Town’s Website at www.townofedistobeach.com
Attachment E

Project Technical Requirements

General Specifications for The Town of Edisto Beach Water Supply and Quality

In November 2012, URS Corporation completed a feasibility study for the Town of Edisto Beach that outlined a specific plan for future water capacity and quality. This study will be used as a base line for capacity and quality needs in this RFQ but not final when fact based cases can be presented. The USR Study and Executive Summary can be found on the Town of Edisto Beach Website.

Section 3 of the Study outlines volume requirements:

Water Demand Projections and Variability

“Water demand projections were determined based on an analysis of water production records provided by the Town.

The 2008 Water Master Plan for the Town of Edisto Beach prepared by EarthTech/AECOM states that the existing number of customers is 2,300 with 14% of the lots vacant and undeveloped. Total lots at build out will include an additional 374 customers, for a total of 2,674 customers.

The average annual water demand for the years 2009 through 2011 was 208,348,000 gallons. The average daily water usage per customer was 248 gallons per day (208,348,000 gallons ÷ 365 days ÷ 2,300 customers). The average Peaking Factor for the same three-year period (Max Day Demand ÷ Average Daily Demand) was approximately 2.36.

The following parameters were selected from the above information to design for future demand:

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Customers at Build out</td>
<td>2,700</td>
</tr>
<tr>
<td>Average Annual Usage:</td>
<td>209 MG</td>
</tr>
<tr>
<td>Usage Per Customer:</td>
<td>250 gpd</td>
</tr>
<tr>
<td>Peaking Factor:</td>
<td>2.3</td>
</tr>
</tbody>
</table>

Based on the above, the future ADD is 0.68 MGD. (250 gpd X 2,700 customers = 675,000 gpd or approximately 0.68 MGD.) Using a safety factor of 20%, the Future Design Peak Usage is 1.86 MGD (675,000 gpd X 2.3 X 1.2 = 1,863,000 gpd or approximately 1.86 MGD), and the Future Design ADD is 0.8 MGD (1.86 MGD ÷ 2.3). The Future Design Annual Usage is 292 MG (0.8 MGD x 365 days).”
The future demand can be challenged on the basis of safety factor and rate of build out of vacant lots.

**Water Quality Specifications**

The URS November 2012 Feasibility Study proposed a new Middendorf aquifer well feeding two skid RO system and ASR well to provide storage and capacity for the town. While this scheme is a valid proposal, future proposals are not bound by this concept.

The peak demand capacity, storage requirements to meet code, DHEC and risk assessment of system failure should be the determining factors in design of RO and storage capacity.

The URS proposal based on Middendorf aquifer water parameters provided water quality projections as in the below chart:

**Table 11-5: Summary of Water Quality Parameters**

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Units</th>
<th>Raw</th>
<th>Finished</th>
<th>Concentrate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sodium</td>
<td>Mg/L</td>
<td>610</td>
<td>39</td>
<td>2,396</td>
</tr>
<tr>
<td>Chloride</td>
<td>Mg/L</td>
<td>161</td>
<td>9.4</td>
<td>598</td>
</tr>
<tr>
<td>Carbonate</td>
<td>Mg/L</td>
<td>24</td>
<td>0</td>
<td>151</td>
</tr>
<tr>
<td>Bicarbonate</td>
<td>Mg/L</td>
<td>1,323</td>
<td>87</td>
<td>4,924</td>
</tr>
<tr>
<td>Fluoride</td>
<td>Mg/L</td>
<td>7.3</td>
<td>0.5</td>
<td>27</td>
</tr>
<tr>
<td>Sulfates</td>
<td>Mg/L</td>
<td>13.6</td>
<td>0.4</td>
<td>53</td>
</tr>
</tbody>
</table>

The future demand can be challenged on the basis of safety factor and rate of build out of vacant lots.
Step One:
REQUEST FOR QUALIFICATIONS

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Unit</th>
<th>Value 1</th>
<th>Value 2</th>
<th>Value 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Silica</td>
<td>Mg/L</td>
<td>18</td>
<td>0.8</td>
<td>72</td>
</tr>
<tr>
<td>Potassium</td>
<td>Mg/L</td>
<td>4.1</td>
<td>0.3</td>
<td>15.6</td>
</tr>
<tr>
<td>Free Chlorine*</td>
<td>Mg/L</td>
<td>0</td>
<td>1-2</td>
<td>0</td>
</tr>
<tr>
<td>Alkalinity</td>
<td>Mg/L</td>
<td>1,125</td>
<td>71</td>
<td>4,287</td>
</tr>
<tr>
<td>TDS**</td>
<td>Mg/L</td>
<td>2,178</td>
<td>138</td>
<td>8,245</td>
</tr>
<tr>
<td>pH</td>
<td>S.U.</td>
<td>8.1</td>
<td>7.5-8</td>
<td>8.0</td>
</tr>
<tr>
<td>Temperature</td>
<td>F</td>
<td>95-104</td>
<td>95-104</td>
<td>95-104</td>
</tr>
</tbody>
</table>

* Considers post-chemical feed application
** Measure of TDS at actual temperature (not 180º F)

The “Finished Quality Parameters” in the above chart should be the target values for the RO system permeate. Temperature requirement will be driven by the source aquifer.

Comment

The URS November 2012 Feasibility Study can be accurately used to base current equipment in place.

A “Phased” in project would be of interest to the Town if it can be accomplished in a cost effective manner with equal project results in capacity and water quality. Other alternatives will also be considered as long as it produces the same desires long term results.
Attachment F

Forms for Affirmation of Compliance
Step One:
REQUEST FOR QUALIFICATIONS

NON-COLLUSION OATH

COUNTY OF:_____________________________________________________

STATE OF:_____________________________________________________

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared _____________________________ and made oath that the Bidder herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder, or itself, to obtain information that would give the Bidder any unfair advantage over others, nor have it colluded with anyone for an on behalf of the Bidder, or itself, to gain any favoritism in the award of the Contract herein.

SWORN TO BEFORE ME THIS ___________________________

______DAY OF ______, 2013

____________________________________________________

Authorized Signature of Bidder

Please print Bidder’s Name and Address:

____________________________________________________

NOTARY PUBLIC FOR THE

STATE OF_____________________________________________________

My Commission Expires:________________________

Print Name:_____________________________________________________

Address:_____________________________________________________

Phone Number:_____________________________________________________

(Note: Notary seal required for Out of State Bidder)
DRUG-FREE WORKPLACE AFFIDAVIT

I certify to comply with the Drug-Free Workplace Act, Section 44-107-10 et. seq. of the South Carolina Code of Laws to provide a drug free workplace. (This clause applies to any resultant contract of $50,000.00 or more). The State of South Carolina has amended Title 44, Code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act.

Date: ____________________________

Vendor: __________________________

Address: __________________________

_________________________________

Telephone _________________________

By ________________________________

_________________________________

(Signature)

Failure to Furnish This Affidavit Will Result in the Delay of Contract
COMPLIANCE WITH ILLEGAL IMMIGRATION ACT

By signing a bid/proposal, the Bidder/Offeror certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws and agree to provide to the State upon requires any documentation required to establish either; (a) that Title 8, Chapter 14 is inapplicable to the Bidder/Offeror and its subcontractors or sub-subcontractors; or (b) that the Bidder/Offeror and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, “A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this Chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both.”

Bidder/Offeror agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in its contracts with the sub-contractors languor requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Bid No: ________________________________________________

Project Name: __________________________________________

Contractor/Vendor Name: __________________________________

Address: ______________________________________________

Authorized Representative Name and Title: ______________________

Signature of Authorized Representative: ______________________

Witness (Print Name and Sign) __________________________________

BIDDER: ___________________________    BID NO: ________________________
BIDDER: ___________________________  BID NO. ___________________________

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
(For Contractors/Vendors Other Than Individuals)

Edisto Beach requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

Sub recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements, subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.

By Signing this document, the Contractor/Vendor hereby certifies its commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded programs or activity administered by the sub-recipient and/or its contractors.

Bid No: ______________________________________________________

Project Name: ________________________________________________

Contractor/Vendor Name: _______________________________________

Address: _____________________________________________________

Authorized Representative Name and Title: ________________________

Signature of Authorized Representative: __________________________

Witness (Print Name and Sign): ___________________________________
GOOD FAITH AFFIDAVIT


It is the policy of Edisto Beach to provide minorities, women and disadvantaged business enterprises equal opportunity for participating in all aspect of the Town’s contracting and procurement programs, including but not limited to, employment and construction projects consistent with the state laws. It is further the town’s policy to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, handicap, or veterans’ status. It is further the policy of the Town to conduct its contracting and procurement programs so as to prevent discrimination and to resolve any and all claims of such discrimination.

1. Minority, women-owned, disadvantaged businesses, that reasonably could have been expected to submit a quote and that were known to the contractor, were contacted utilizing Federal, State and/or Local Government minority registry list(s). Contacts were made at least 10 days, or within a reasonable amount of time, before the submittal date, and the subcontractors were notified of the nature and scope of work to be performed.

2. The construction plans, specifications, and requirements have either been available for review by prospective minority, women-owned, disadvantaged businesses, or have been provided to them at least 10 days or within a reasonable amount of time, before the submittals were due.

3. Where feasible, combined work has been broken down into units to better facilitate minority, women owned, disadvantaged businesses participation, as needed.

4. Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors, as needed.

5. Negotiated in “Good Faith” with interested minority, women-owned, disadvantaged businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority, women-owned, disadvantaged businesses based on their lack of qualifications must have the reasons documented in writing and attach supporting documents to the Good Faith Effort Affidavit.

6. Provided prompt pay agreements and policies to minority subcontractors and suppliers associated with this Affidavit.

I have made a good faith effort to comply with the following listed items:

Affidavit of ______________________________

( Name of Offeror)