

**Oconee County Board of Commissioners
23 North Main Street
Watkinsville, Georgia 30677**



RFQP Control Number FY1610-01

**Request for Qualifications and Proposal for
Design-Build Services**

CALLS CREEK WRF UPGRADE

October 15, 2015



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Section 1. Background

1.1 Introduction

This request for qualifications and proposal (RFQP) for the **Calls Creek WRF Upgrade (Project)** invites statements of qualifications with cost proposal (SOQP) according to the requirements set forth in this RFQP, including the format and content guidelines specified herein. The SOQPs will be reviewed and evaluated using the selection process described herein. The capitalized terms and abbreviations in this RFQP have the meanings as first used in the text 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 described herein:

- Phase One: Prepare design to **80%** complete and prepare a guaranteed maximum price (GMP) proposal.
- Phase Two: If GMP is approved by the Owner in Phase One, complete design, construction and post-construction tasks, including performance testing, startup, commissioning, operator training and support.

Upon completion of the evaluation process, **Oconee County Board of Commissioners** (Owner) will select a Respondent to award, or enter into negotiations for award of the Design-Build Contract.

This RFQP 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 RFQP addenda prior to submitting its SOQP.

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

1.2 RFQP Organization

This RFQP consists of the following Sections and Attachments:

- Section 1: Background
- Section 2: Project Overview
- Section 3: Progressive Design-Build Services
- Section 4: Procurement Process
- Section 5: SOQP Submission Requirements



- Section 6: SOQP Evaluation and Selection
- Section 7: Conditions for Respondents
- Attachment A: Definition of Terms
- Attachment B: Project Background Documents
- Attachment C: Standard Form of Contract and General Conditions of Contract Between Owner and Design-Builder (Documents 530 and 535)
- Attachment D : Mandatory Forms

Project background documents are available as indicated in Attachment B (Project Background Documents) for the purpose of preparing SOQPs. The documents represent and contain technical data and guidance that the Respondents may use for informational purposes. The Respondents shall be responsible for any conclusions they draw from the technical data. The Owner is providing these documents only for the purpose of obtaining SOQPs for the Project and does not confer a license or grant for any other use.

1.3 Owner's Objectives

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

- **Priorities:** Address as many of the Owner's priorities, as funding and scheduling constraints allow.
- **Supply:** Provide facilities and equipment that will meet the stated objective for wastewater treatment capacity and can accommodate future expansions.
- **Quality:** Provide treatment facilities and equipment that is easily maintainable and will reliably treat municipal wastewater in full compliance with NPDES Permit, federal and state regulations for discharge quality over the range of influent wastewater conditions.
- **Cost:** Minimize life-cycle cost.
- **Energy:** Reduce energy / resources consumption
- **Schedule:** Achieve the scheduled completion as specified in Section 2.3 Project Schedule.
- **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.



Section 2. Project Overview

2.1 Project Scope

Operating under the Oconee County Board of Commissioners, the Oconee County Utility Department operates the public wastewater system within the geographical borders of the County, serving industrial, commercial, and residential customers. The system consists of two wastewater treatment plants, approximately 35 pumping stations and approximately 70 miles of collection / transmission lines. Of the two wastewater treatment facilities, the Calls Creek WRF is permitted under NPDES Permit No. GA0050211 granted by Georgia EPD to treat 0.67 MGD based on maximum month average day flowrate.

The project proposes the upgrade of the existing Calls Creek WRF located at 1100 Durhams Mill Way in Watkinsville, GA.

The primary treatment process at the existing WRF is the aeration basin in combination with three (3) bio-membrane filtration units. Over the years, the membrane units have experienced fouling due to solids build-up. The County has experienced a loss in treatment capacity in the membranes and must replace this lost capacity while membrane rehabilitation and / or replacement is contemplated.

Under the Design-Build Contract, the new treatment facility will be constructed, with the other improvements, as suggested in the background documents found in Attachment B. The County wishes to construct the improvements in Parts I and II to achieve the following results:

- I. Part I includes constructing and placing on-line 1 MGD of wastewater treatment capacity. A firm quotation for the purchase, relocation, rehabilitation and field erection of a pre-owned 1 MGD package-type wastewater treatment plant may be assigned to the Design–Builder (for development of a subcontract) with this contract award. This firm quotation is contained in the Background Documents. It is the County’s desire to have 1 MGD of wastewater treatment capacity on-line within 9-months of award. The Design-Builder will provide all design, permitting, field trades, construction, performance testing, commissioning, and start-up services to meet this objective. A splitter box and necessary plant piping will accompany the plant to create a working system. This plant is a “stand-alone” plant that will connect into the existing plant facilities including return sludge, disinfection, and solids dewatering systems so that the capacity is operational while the remaining Part II is constructed. The plant must connect with the plant SCADA / Controls system.
- II. Part II includes construction of remaining process units contained in the documents, including filtration, ultraviolet disinfection, solids digestion, dewatering equipment, rehabilitation / replacement of one membrane filtration unit, and any remaining plant piping. This portion of the work should achieve final acceptance within 18-months of award.

The primary factors for success for the Project are as follows:

- The need for cost-effective 1 MGD of firm treatment capacity at the plant within 9-months.



- The ability of the team to construct and achieve final acceptance of the entire Project in 18 months.
- Reduce the number of separate sub-contractors on the site; general contractor's self-performance of work will be viewed favorably.
- Increase plant reliability and redundancy.
- Provide additional flexibility in plant operations.
- Simplify plant operations through improved control scheme with accurate graphical interface.
- Modernization / replacement of bio-solids dewatering system
- Increase bio-solids / thickening and digestion of bio-solids
- Augmenting / replacement of ultraviolet disinfection system
- Rehabilitate / restore one bio-membrane filtration unit.
- Including an ADA compliant restroom facility at one of the existing or new buildings on the site.
- Including break room and meeting room facility at one of the existing or new buildings on the site.
- Find and solve other challenges identified during development of SOQP.

The identified treatment technology and equipment selection is based on the Design Development Report and other design documents authored by The Engineering Group, Inc. A copy of the report may be obtained as indicated in Attachment B (Project Background Documents).

2.2 Project Budget and Funding

The cost for design and construction of the Project is currently budgeted. The Owner will use existing fund balances to meet remaining Project design and construction needs.

2.3 Project Schedule

As indicated in Section 4, it is anticipated that the Design-Build Contract will be executed on or about February 1, 2016. Design, permitting, construction, performance testing are expected to be completed no later than August 1, 2017.

Section 3. Progressive Design-Build Services

3.1 General

As noted in Section 1, the Design-Builder will provide services in two 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, and a guaranteed maximum price (GMP), Project schedule, and supporting documentation, such as detailed open-book costing for the GMP. Phase Two services



include completing the Project's final design, construction, commissioning, and performance testing. Permitting activities are included in each Phase.

Phase I Services:

- Develop the Project execution plan, including Project schedule.
- Perform engineering studies to support design and cost estimating. Previous studies should be used where feasible.
Produce the basis-of-design report.
- Attend / coordinate Project scoping meetings, as needed, and produce report identifying all Project regulatory / permitting agency coordination activities required.
- Develop the engineering design documents (including preparing and submitting intermediate design review packages) and conduct value-engineering activities in conjunction with Owner for the preparation of a Project final scope, GMP proposal, and schedule.
- Prepare a Project cost model and provide detailed cost estimates as the design and design alternatives are advanced.
- Identify Project permitting requirements and initiate certain permitting activities.
- Submit and negotiate a GMP with schedule to complete the Phase Two services

Phase II 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 collaborate and 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 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.
- Fund the Project.
- Provide access to the Project site and any necessary easements.
- Assist Design-Builder in obtaining governmental approvals and permits the Owner is responsible for, and assist Design-Builder in obtaining governmental approvals and permits it is responsible for.
- Provide wastewater operations personnel and necessary data and inputs for Project



startup and performance testing.

Design-Builder: The Design-Builder will cooperate with the Owner and will provide in a timely manner the Phase I and Phase II services necessary to complete the Project scope specified in this RFQP. Design-Builder responsibilities include:

- Prepare design and construction documents.
- Supervise Design-Builder personnel and subcontractors.
- Obtain certain governmental approvals and permits.
- Maintain site security.
- Construct the Project
- Conduct performance testing.
- Implement quality-management procedures.
- Implement Project health and safety practices.

Section 4. Procurement Process

4.1 Acknowledgement of RFQP

Each potential Respondent should provide the Owner, within 14 days of receipt of this RFQP, an acknowledgement that it has received the RFQP 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 RFQP. Such acknowledgement must be sent in writing and a copy electronically transmitted to the Owner Contact.

4.2 Communications and Owner Contact

The Owner Contact will act as the sole point of contact for this RFQP and shall administer the RFQP process. All communications shall be submitted by email, and shall specifically reference this RFQP. All questions or comments should be directed to the Owner Contact as follows:

Ms. Karen Barnett, CPPB
Purchasing Officer
Oconee County Finance Department
23 North Main Street
Watkinsville, Georgia 30677

Phone: (706) 769-2944
Fax: (706) 310-3574

Email: kbarnett@oconee.ga.us

Any explanation desired by a potential Respondent regarding the meaning or interpretation of the RFQP or associated attachments must be requested five (5) days prior to the opening, unless otherwise specified.

No oral communications from the Owner Contact or other individual is binding. With the exception of



the Owner Contact, no contact with Owner staff, board members or any public official concerning the Project during the procurement process is allowed. Violation of this provision may result in disqualification of Respondent.

The Owner's Contact may designate alternate contacts, such as Owner's Representative or other County staff, in order to address specific inquiries.

4.3 Procurement Schedule

The current procurement schedule is as follows:

Issue RFQP	October 15, 2015
Pre-submittal meeting	October 29, 2015
Deadline for questions	November 19, 2015
Submit SOQP	December 17, 2015
Interviews (If required)	January 12 – 14, 2016
SOQP evaluation / selection	January 19, 2016
Award Design-Build Contract	February 2, 2016

4.4 Pre-Submittal Meeting and Site Tour

Owner will conduct a pre-submittal meeting for those interested in responding to the RFQP. Attendance at this meeting is mandatory. The meeting will be held at the office of the Director located at the Oconee County Annex, 1291 Greensboro Highway, Watkinsville, GA 30677 on **October 29, 2015 at 10:00 a.m., local time.** At this meeting, Owner will offer information about the Project and the procurement process. Those attending the pre-submittal meeting will have the opportunity to tour the Project site following the meeting. Those wishing to tour the site will move across town to the Calls Creek WRF located at 1100 Durham's Mill Way, Watkinsville, GA 30677, to familiarize themselves with site conditions and constraints. Potential Respondents shall advise the Owner Contact five days before the meeting of the names of individuals who will attend the pre-submittal meeting. Due to space constraints, each firm is limited to three attendees at the meeting and site tour.

Section 5. SOQP Submission Requirements

5.1 Submittal Place and Deadline

Three paper documents (one original and two copies), and 1 digital version of the SOQP (in PDF format on memory stick), must be mailed or hand-delivered with a cost proposal submitted in a separate sealed envelope no later than **December, 17, 2015 at 4:00 p.m. local time**, addressed to:

Ms. Karen Barnett, CPPB
Purchasing Officer
23 North Main Street
Suite 206,
Watkinsville, Georgia 30677



Qualification Statements forwarded by facsimile or e-mail will not be accepted.

The County may choose not to accept a submittal of a Respondent who is in default on the payment of taxes, licenses or other monies due to the County.

Each Respondent assumes full responsibility for timely delivery of its SOQP at the required location. Any SOQP received after the submittal deadline will be deemed non-responsive and returned. The delivered package containing the SOQP documents must display "SOQP Enclosed – Calls Creek WRF Upgrade Project" on the outside.

The Respondent shall furnish and sign all information required by the RFQP Documents. The person signing the documents must initial erasures or other changes. An authorized agent of the company must sign documents.

5.2 Submission Format

The SOQP must not exceed forty (40) single sided pages, excluding the transmittal letter, table of contents, front and back covers, tabs, and appendices. A maximum of ten of the total pages may be 11 x 17-inch, tri-fold format. Eleven-point font or larger must be used.

Attach sealed cost proposal to back cover page of submittal with Project Name and "Cost Proposal" clearly marked on the outside of the envelope.

5.3 Submission Content

The content requirements set forth in this RFQP represent the minimum content requirements for the SOQP. It is the Respondent's responsibility to include information in its SOQP to present all relevant qualifications and other materials. The SOQP, 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 SOQP.

The SOQP 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
- Part 5 – Project Approach
- Part 6 – Cost Factors
- Appendix A – Resumes
- Appendix B – Financial Statements

5.3.1 Transmittal Letter

Respondents must submit a transmittal letter (maximum one page) 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 SOQP. The transmittal letter must include the name, address, phone number and e-mail address for the Respondent Contact, and must specify



who would be the Design-Builder's signatory to any contract documents executed with the Owner. The transmittal letter may include other information deemed relevant by the Respondent.

5.3.2 Part 1 – Executive Summary

The executive summary (maximum two pages) must include a concise overview of the key elements of the SOQP and must summarize and refer to information in the SOQP concerning satisfaction of the Preferred Qualifications Requirements. The executive summary shall not be used to convey additional information not provided elsewhere in the SOQP.

5.3.3 Part 2 – Design-Builder Profile

A complete description of the company proposed as the Design-Builder must be provided in Part 2 of the SOQP. (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 sub consultants and subcontractors, should be provided in Part 3 of the SOQP. 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 SOQP Appendix B (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. Financial statement may be submitted as separate documents if the Respondent Desires.

- **Payment and Performance Bonds**

A letter from the Design-Builder's surety must be provided to verify the availability of a design-build bond for the final GMP of this Project. The surety must be authorized by law to do business in Georgia and must have a minimum A.M. Best Company Rating of A-. The surety must also be listed in the U.S. Department of Treasury's Circular 570.



- **Insurance**

A letter or Certificate of Insurance from the Design Builder's insurance company must be provided stating its ability to acquire and provide the minimum limits for the required insurance as contained in Attachment C.

The SOQP 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. Further, if Design-Builder is a joint venture, each entity comprising the joint venture shall individually respond to each of the following requests.

- **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 contemplated, 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 an appropriate corporate officer.
- **Completion of contracts** - Has the Design-Builder failed to complete any contract, or has any contract been terminated for convenience or 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 conductor 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 currently 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-Builder's ability to perform its contractual commitments.

The Respondent must notify the Owner of any changes subsequent to submission of the SOQP and before the selection process is completed (and, in the case of the selected Respondent, before executing the 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-Builder/other firms:

- Identify any other firms (such as subcontractors and sub consultants) 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 SOQP Appendix A (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

Changes in the firms or Key Personnel included in the SOQP would require Owner approval.



5.3.5 Part 4 – Experience

The SOQP 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 contact and contact information (including email address)
- Role of Respondent
- Contract value
- Year started and year completed
- Description of the project showing relevance to this Project
- Names of firms and Key Personnel that participated in project and are included in the SOQP, along with a clear description of the project role and responsibilities of each.

In addition, provide a separate discussion of how the cumulative relevance of the referenced projects should lead the Owner to conclude that the Design-Builder has previous experience similar to all of the elements of the Project based on the Design-Builder's understanding and approach.

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, and major (completing 10% or more of the work) subcontractors 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 – Project Understanding and Approach

Describe your team’s understanding of the Project elements and a discussion of how that understanding should allow the Owner to conclude that the Design-Build team is conceptually knowledgeable of the Project. Describe your team’s understanding of the critical success factors from the perspective of various stakeholders affected by the Project.

Provide a conceptual description of the Design-Builder’s approach for managing and performing its services during Phase One and Phase Two of the Project. The following items should be addressed:

- Provide the Design Builder’s best cost estimate of the scope of work presented in the RFQP.
- Describe the strategy for collaboratively evaluating the Project priorities versus budgetary and scheduling constraints.
- Discuss how a collaborative relationship with the Owner would be established and cultivated during design development, schedule development, cost development and construction.
- Discuss how the design and construction processes will interface, including how constructability, permitting and scheduling issues will be addressed.
- Identify and prioritize the work components critical to the Project’s success and how these components would be achieved.
- Describe the process for developing the GMP proposal, including the amount of cost contingency.
- Discuss how risk factors will be identified and addressed.
- Describe proposed Phase One and Phase Two design-build delivery schedule.
- Describe in detail the nature and extent of work (design, permitting, construction, etc.) that will be “self-performed” by the Design Build team.

5.3.7 Part 6 – Cost Factors

Provide a description of how the Design-Build team expects to be compensated and how the Design-Build team will manage the Project budget. Describe the impact of fees and general conditions with respect to translating the Cost of Work into budgetary allocation within the GMP and with respect to developing the GMP. Describe how cost savings will be calculated and may be shared.

For Phase One services, propose a preliminary scope of services. While the Owner will prefer a Lump Sum Fee proposal for these services, describe the methodology for compensation for any scope items that the Design-Builder chooses to handle outside the Lump Sum Fee. Provide an hourly rate schedule for the staff expected to contribute to the Phase One and Phase Two services. Describe how costs may be derived and an estimate of the schedule necessary to prepare “biddable” documents in the event that the Owner and the Design-Build team cannot reach a GMP Agreement.



Describe the open-book GMP development process and provide a brief summarized example. For the GMP proposal (to be developed during Phase One), provide a description of the cost estimating approach to developing:

- Design-Builder's Fee (Fixed fee or percent of GMP)
- General Conditions
- Estimated Cost of Work
- List of separately priced items

Last, provide a description of the approach to developing the GMP, i.e. Design-Builder's Fee plus General Conditions plus Cost of Work plus Design-Builder's contingency minus Savings accrued to the Owner.

Section 6. SOQP Evaluation and Selection

6.1 General

The SOQPs 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. During the SOQP evaluation process, written questions or requests for clarifications may be submitted to one or more Respondents regarding its SOQP 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 a limited number of Respondents participate in interviews.

6.2 Responsiveness

Each SOQP will be reviewed to determine whether it is responsive to the RFQP. Failure to comply with the requirements of this RFQP may result in rejection of the SOQP as non-responsive. At its sole discretion, however, the selection committee may waive technicalities and informalities, and may request clarification or additional information to address any questions that may arise in regard to whether an SOQP is responsive.

6.3 Preferred Qualification Requirements

Each responsive SOQP will be reviewed to determine whether it meets the Preferred Qualification Requirements outlined in this subsection and whether the Respondent is responsive. Any SOQP that does not adequately explain how it satisfies all of the Preferred Qualification Requirements and that the Respondent is responsible may be rejected. The SOQP shall include the following:

- **Performance and Payment Bond** - Ability of the Design-Builder to provide a design-build performance and payment bond in the amount of the anticipated GMP for the Project.



- **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 Georgia for the type of work to be performed. The Designer must include in responsible charge, an engineer registered in Georgia, and each architect must be registered in Georgia.
- **Design experience** - Within the past ten (10) years, the Designer should have successfully completed the design of at least five (5) similar or comparable projects for municipal clients in the United States and two (2) similar or comparable projects for municipal applications in Georgia.
- **Construction experience** - Within the past ten (10) years, the Builder should have successfully completed the construction of at least five (5) similar or comparable projects for municipal clients in the United States with two (2) of the five (5) projects being similar or comparable projects for municipal applications in Georgia.
- **Design-build experience (Collaborative Project Experience)** - Within the past ten (10) years, the Respondent should have completed or performed a substantial degree of work on at least five (5) similar or comparable in dollar size, fast track schedule requirements, emergency needs, and or design and/or construction complexity at operating water treatment or water reuse facilities or pumping stations for municipal applications in the Southeastern United States and preferably two (2) of these five (5) projects being municipal applications in Georgia. Collaborative Project Delivery experience includes projects in which the Builder and the Designer worked under a project delivery approach which promoted integration of Design and Construction. Such project delivery approaches may have included Design-Build or Construction-Manager-at-Risk. Respondents should have been a primary entity (Design or Builder or Both) in such experience.
- **Safety record** -The Builder should have achieved an experience modification rate (EMR) of not greater than 0.99 for the current and past two years. Any EMR values above 0.99 should be explained to the satisfaction of the Owner, including other overall safety metrics as applicable.
- **Project understanding** -The Design-Build team should demonstrate sufficient understanding of Project factors to allow the Owner to conclude that the Design-Build team can effectively address the Owner's expectations without the need for intensive day-to-day guidance being required on the part of the Owner during the accomplishment of the Project.



- **Project approach** - The Design-Build team should demonstrate their capacity to creatively develop and implement a Project approach that will accomplish the Owner's objectives within the budgetary and scheduling constraints derived from the understanding of the Project by the Design-Build Team.
- **Cost factors** -The Design-Build team should communicate sufficient description of value through life cycle costs, analyses, value added concepts, etc. to allow the Owner to conclude that the Team's work will achieve savings.

6.4 Comparative Evaluation Criteria

The selection committee will evaluate and rank the responsive SOQPs that satisfy the Preferred Qualification Requirements by applying the weighted comparative evaluation criteria set forth below. Financial condition is evaluated on a pass/fail basis as part of the Preferred Qualification Requirements.

Criteria Description	Value
Qualifications & Key Personnel	25
Experience & Capabilities	25
Project Understanding & Approach	30
Added Value in Meeting Owner's Objectives	10
Cost Factors	10

6.5 Selection

After the evaluation process is complete, the Owner will notify Respondents of the rankings. The top-ranked Respondent will be either selected for contract award on the basis of the Design-Build Contract or offered the opportunity to negotiate the final terms of the Design-Build Contract. If the Owner determines (at its sole discretion) that the top-ranked Respondent's proposed final terms of the Design-Build Contract are not advantageous to the Owner, the Owner may choose to either select or negotiate with the next-ranked Respondent.

Section 7. Conditions for Respondents

7.1 Conflict of Interest

Identify any persons know to the Respondent who would be obligated to disqualify themselves from participation in any transaction from or in connection with the Project pursuant to Georgia general statutes regarding State and Local Government conflicts of interests.

7.2 Proprietary Information

All materials submitted to the Owner become public property and are subject to the Georgia Open
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Records Act. If the SOQP 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. The Owner will, to the extent provided by law, endeavor to protect such information from disclosure. 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 SOQP as proprietary.

7.3 Rights of the Owner

In connection with this procurement process, including the receipt and evaluation of SOQPs and award of the Design-Build Contract, the 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 RFQP, in whole or in part, at any time prior to the execution of the Design-Build Contract, without incurring any obligations or liabilities.
- Modify the procurement schedule.
- Reject all proposals or any proposal that is nonresponsive or not responsible and to waive technicalities and informalities.
- Suspend and terminate the procurement process or terminate evaluations of SOQPs received.
- Permit corrections to data submitted with any SOQP.
- 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 SOQP.
- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the SOQPs.
- Seek clarification from any Respondent to fully understand information provided in the SOQP and to help evaluate and rank the Respondents.
- Reject an SOQP containing exceptions, additions, qualifications or conditions not called for in the RFQP or otherwise not responsive or acceptable to the Owner.
- Conduct an independent investigation of any information, including prior experience, included in an SOQP 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 SOQP.
- Afford responsible Respondents found to have submitted SOQPs reasonably susceptible of being selected for award opportunity for discussions, negotiations, and revisions.

7.4 Obligation to Keep Project Team Intact

Respondents are advised that all firms and Key Personnel identified in the SOQP 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 Design-Build Contract and for completion of the Project are set forth in Subsection 2.3 of this RFQP. 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. Changes to the Project Team, at any time during the procurement process without notification to the Owner, may result in elimination of the Respondent from further consideration.

7.5 Addenda

If any revisions to the RFQP 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:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=1def60c9-84e7-4661-be40-b4c46b28eeb1>

It is the Respondent's responsibility to obtain all addenda prior to submitting its SOQP.

7.6 Mandatory Forms

Respondents are required to complete the forms in Attachment D and return them with the SOQP package:

- W-9
- Contractor's Affidavit (E-Verify)
- Sub-Contractor's Affidavit
- Addendum Acknowledgement (if applicable)
- Drug Free Certificate

7.7 Georgia Security and Immigration Compliance Act

Contractors submitting a proposal in response to this RFQP must provide the following information in the submittal to indicate compliance with the Georgia Security and Immigration Compliance Act. The form is provided for completion.

- A statement that indicates the contractor will conduct itself in compliance with O.C.G.A. §13-10-91 and Rule 300-10-.02 in the execution of the contract.

By completing the affidavit that is provided with this solicitation, the contractor is attesting to the following:

- The affiant has registered with and is authorized to use the federal work authorization program;
- The user identification number and date of authorization for the affiant;
- The affiant is using and will continue to use the federal work authorization program throughout the contract period;
- Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements set forth in this paragraph; and

Upon contracting with a new subcontractor, a contractor or subcontractor shall notify Oconee County and shall deliver a completed Subcontractor Affidavit to Oconee County within five (5) working days of entering into a contract or agreement of hire with the subcontractor before the new subcontractor begins any work.



Failure to provide the completed and notarized affidavit with the contractor's proposal will result in immediate disqualification as required by the Georgia Security and Immigration Compliance Act.

7.8 Exemption from Taxes

The Contractor shall not charge the County for Georgia State Sales or Use Taxes or Federal Excise Tax on the finished goods or services provided under the Agreement. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Agreement, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Agreement in its Agreement price.

7.9 Equal Employment Opportunity Clause (Incorporated by Reference)

"The Equal Employment Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60-250.4, the affirmative action clause for handicapped workers, set forth in 41 CFR 60-741.4, and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are incorporated by reference in this RFQP. By submitting SOQP, vendor certifies that it complies with the authorities cited above, and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8."