

# REQUEST FOR QUALIFICATIONS

**Request for Qualifications/Proposal**

**Jefferson County Public Sewer District**

**JCPSD Yorktown WWTF Design-Build Project**

**Date of Request: Qualifications Due By: January 31, 2025**

Douglas S. Bjornstad, P.E.  
Jefferson County Public Sewer District  
4628 Yeager Road  
Hillsboro, MO 63050

# REVISION INDEX

Revisions to this document are noted in the table below:

**Revision Index Table**

<b>Revision</b>	<b>Date Issued</b>	<b>Summary of Revisions</b>
Original document		

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EXHIBITS:

- A. Preliminary Project Programming
- B. Protest Procedures
- C. Proposal, Performance, and Payment Bond Instructions
- D. Insurance Requirements and Instructions
- E. Corporate Structure Questionnaire
- F. Acknowledgement of Addenda

ATTACHMENTS:

- 1. Sample Bond Forms – Proposal Bond, Performance Bond, Payment Bond
- 2. Minimum Insurance Requirements

# Request for Qualifications

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This **REQUEST FOR QUALIFICATIONS** (“RFQ”) from Jefferson County Public Sewer District (the “District”), as part of the procurement phase for the Project, described hereinafter, invites the submittal of a Statement of Qualifications (“SOQ”) from firms interested in providing design-build services for the Project described below. By submitting an SOQ, the Offeror represents that it has carefully read the terms and conditions of this RFQ and all Exhibits, Attachments and Addenda and agrees to be bound by them. This RFQ is not an offer to enter into a contract, but merely a solicitation of persons interested in submitting SOQ to the District for the Project, on the terms and requirements stated in this RFQ.

## **OWNER:**

Jefferson County Public Sewer District  
4628 Yeager Road  
Hillsboro, MO 63050

## **PROJECT:**

The Jefferson County Public Sewer District (JCPSD) proposes to expand the Yorktown Wastewater Treatment Facility to increase its capacity and improve its operational efficiency. The expansion project will involve the addition of a new reinforced concrete tank to the existing facility and the installation of equipment for a sequencing batch reactor (SBR) process. This upgrade will enhance the facility's ability to treat wastewater and protect the local environment.

## **Scope of Work:**

The project scope includes the following key components:

- **Site Preparation:** Excavation of the site for the new tank and associated infrastructure.
- **Concrete Construction:** Construction of a new reinforced concrete tank to house the SBR process.
- **Equipment Installation:** Installation of wastewater processing equipment, including the SBR system, pumps, piping, valves, and process controls.
- **Piping:** Installation of piping systems to connect the new tank and equipment to the existing facility.
- **Electrical Construction:** Installation of electrical wiring, conduits, and control panels for the new equipment.
- **Fencing:** Construction of fencing to secure the expanded facility.
- **Grading:** Final grading of the site to ensure proper drainage and landscaping.

## **Project Constraints:**

- **Existing Facility Operation:** The existing wastewater treatment facility must remain operational throughout the construction period with minimal disruptions to service.
- **Environmental Compliance:** The project must comply with all applicable environmental regulations and permits.
- **Budget:** The project is subject to a defined budget.

## **DISTRICT CONTACT PERSON:**

Offerors shall submit the SOQ to  
Douglas Bjornstad, PE, District Director  
Jefferson County Public Sewer District  
4629 Yeager Road  
Hillsboro, MO 63050  
[dbjornstad@jeffcopsd.org](mailto:dbjornstad@jeffcopsd.org)

## **SOQ DUE DATE AND TIME**

Offeror's SOQ shall be submitted to the District Contact Person in electronic, searchable pdf format and six (6) total hard copies, no later than 2:00 p.m. January 31, 2025 on the date listed in Section 2.5 (“SOQ Due Date”).

All SOQs must be submitted pursuant to the instructions below. It is the Offeror's sole responsibility to ensure that the SOQ is delivered in the manner required by this RFQ by the Due Date and Time. District has the right to reject any SOQs not

properly delivered. Also, by submitting an SOQ, each Offeror agrees to be bound by the requirements of this RFQ, including, but not limited to the Contract Format.

## **OFFEROR INFORMATION**

To allow receipt of any addenda or other information regarding this RFQ, each Offeror is solely responsible for ensuring the District's Contact Person as described above has the name and email address of Offeror's designated contact person.

## **SECTION 1: COUNTY DESCRIPTION**

### **1.1 General**

The District are seeking to construct the new reinforced concrete tank and all electrical controls and equipment to expand the JCPSD Yorktown WWTF that project will increase capacity to the facility by adding an additional cell to the facility. The expansion will be located on District Property located at 3880 Carol Park Rd, House Springs, MO 63051.

### **1.2 Funding/Authority**

The Project will be financed through with District Funds and will require compliance with the Davis Bacon Act, Missouri Prevailing Wage Law, American Iron and Steel, and several other State and Federal assurance requirements that will be provided before the execution of the DB Contractor Agreement,

### **1.3 Procurement Website**

Information available for this Request for Qualifications will be made available on the District website at, <https://www.jefccopsd.org/> and by email to the District's designated Contact Person.

## **SECTION 2: OVERVIEW OF PROJECT**

### **2.1 General**

The District is [STATE PROJECT PURPOSE] .

#### **2.1.1 Base Scope**

The Project consists of design and construction of the new reinforced concrete basin at the JCPSD Yorktown Wastewater Treatment Facility (facility) and other related site improvements. The facility is estimated to be approximately [PROVIDE ADDITIONAL MORE DETAILED DESCRIPTION OF PROJECT] .

The facility plan would include the following:

- Excavation and grading for the reinforced concrete basin
- Design and construction of the reinforced concrete basin foundation and walls
- Installation of District Procured SBR process equipment
- Yard piping connecting or modifying piping to connect the new basin and process equipment to the existing facility.
- Electrical controls to the new and existing equipment to complete automation of the system
- Removal of existing equalization basin pump system.
- Site restoration and fencing.

### **2.1.2 Additive Scope**

In addition to meeting the programed requirements outlined above, the Project will include, as site conditions and budget inclusion of the following spaces (listed in order of priority): future provision for:

- Automatic screening device for future improvements.

## **2.2 Project Objectives**

- Maximize functional scope for the budget
- Provide improved sewage collection and treatment services to the community.
- Existing equipment and facilities.
- Establish a collaborative relationship between the District and the Design-Build Team to deliver quality design and construction on time and within the District's budget
- Design and construct a project that will achieve Design Excellence, as defined herein
- Maintain a safe, injury-free work site
- Minimize impacts to the surrounding neighborhoods and commercial areas during construction
- Maintain sewage treatment process during construction

## **2.3 Scope of Work**

The following is a general description of the various work items to be provided by the successful Offeror in no particular order of priority, sequence or importance:

- Final geotechnical investigations and testing, as determined by Offeror
- Final design survey, as determined by Offeror
- Final location and coordination of utilities and utility hook-ups
- Design of the Project
- Scheduling and schedule updates
- Cost estimating and reporting
- Permitting (by Local Officials)
- Construction of the Project
- Quality controls
- Site work including temporary shoring or works as needed
- Coordination and installation of District-provided equipment, fixtures and other personal property
- Project Commissioning
- Operations and maintenance manuals
- Project Closeout
- Transference of warranties
- Post completion maintenance
- Warranty period inspection and reporting

See Exhibit A for a more detailed program definition available at this time.

**2.4 Estimated Budget**

The estimated budget for the Scope of Work referenced in Section 2.3 and as further set forth in Exhibit A is currently Six Hundred Thousand dollars. (\$600,000). The final budget presented in the RFP will not be able to be exceeded.

**2.5 Project Procurement Schedule**

The following is the Project Procurement Schedule. The District reserves the right to modify the Project Procurement Schedule via Addenda issued prior to the date set forth below:

Advertise RFQ/P (newspaper/Webpage)	12/30/2024
Optional Site Visit	01/08/2025
Optional Confidential Meetings	01/10/2025
Deadline for Questions	01/15/2025
Final Addendum	01/20/2025
Submit Proposal with SOQ	01/31/2025
Select Contractor	02/06/2025
Execute Prime GMP Contractor Agreement	2/12/2025

**2.6 Definitions**

**2.6.1 Business Day:**

Mondays through Fridays from 8 a.m. to 4:30 p.m. but not including any Saturday, Sunday, Legal Holiday, or any day on which the District offices are closed by order of the District Board as may be found on the District website at [www.jeffcopd.org](http://www.jeffcopd.org).

**2.6.2 Proprietary Individual Meetings:**

The proprietary meeting(s) conducted individually between the District and each Short-Listed Offeror after the issuance of the RFP. All Proprietary Individual Meetings will be conducted pursuant to the instructions in the Procurement Documents, and all participants will be required to enter into a confidentiality agreement before the meeting, to the fullest extent permitted by the Sunshine Act. The District will hold a series of two (2) Proprietary Individual Meetings (Proprietary Meeting or 1 on 1 meeting) during the proposal period.

**2.6.3 Design-Builder:**

The entity with the prime design-build contract with the District.

**2.6.4 Design-Build Team:**

All entities listed by the Design-Builder as providing services or construction on the Project. The Design-Builder is not required to list all members of the Design-Build Team in the SOQ. Members of the Design-Build Team may also be referred to as "Team Members."

**2.6.5 Design Excellence:**

Design excellence is meeting functional and budget requirements with innovative design solutions that exceed the District's vision and defined functional requirements; include functional and durable features and facilities that are high performance and sustainable; and possess a holistic awareness that considers budget, innovative use of space, context, site, and the environment.

**2.6.6 Key Team Member:**

Individuals who will be assigned to the Project play an important role in the design, construction, or management of the Project.

**2.6.7 Owner:**

District

**2.6.8 Procurement:**

The District's process for selecting a Design-Build Team for this Project, per 67.5070 RSMo. 2016.

**2.6.9 Procurement Documents:**

Documents issued by the District in connection with the Procurement for the Project not listed as for information only reference documents.

**2.6.10 Projects of Similar Scope and Complexity:**

Projects that had completion dates within the last 10 years and that have many or all the following characteristics:

- a. Projects of a similar size and budget that include design and construction of a multilevel emergency communications/operations, law enforcement, detention, and courts facilities with appurtenant facilities similar to those defined herein.
- b. Projects that utilize an integrated delivery method that require strong coordination and integration of the design and construction professionals, and early involvement of the construction professionals during design.
- c. Projects where the Design-Builder was selected based on technical criteria and final price not to exceed and schedule and where the Design-Builder collaborated with the Client to develop the final design and schedule.

**2.6.11 RFP:**

The District's Request for Proposals.

**SECTION 3: PROCUREMENT PROCESS**

**3.1 General Information**

**3.1.1 Compliance with Legal Requirements**

This Procurement will be in accordance with Section 67.5070 RSMo, and all applicable federal, state, and local laws, and District policies and procedures including but not limited to prevailing rates, immigration requirements, federal and state employment laws, workers compensation requirements.

**3.1.2 Conflict of Interest and Communications with the District**

- a. Consultants who assisted the District in the RFQ preparations may not propose or participate on any Design-Build Team on this Project.
- b. The District may make a written determination to waive a potential conflict of interest if the following apply:
  - i. The role of the Consultant was limited to provision of preliminary design, reports, or similar "low-level" documents that will be incorporated into the Procurement and did not include assistance in development of instructions to Offerors or evaluation criteria, or
  - ii. Where all documents and reports delivered to the District by the Consultant are made available to all Offerors.
- c. Offerors are required to conduct the preparation of their SOQs with professional integrity and free of lobbying activities. Communication with the District regarding this Project shall be via email or regular mail only and directed to the following District's Representative: Douglas Bjornstad. Do not communicate about the Project or the Procurement with any other District employees, representatives, or consultants. Communication with other District employees, representatives, or consultants regarding the Procurement may cause the firm involved to be disqualified from submitting under this Procurement. Any verified allegation that a responding Offeror or Team Member or an agent or consultant of the foregoing has made such contact or attempted to influence the evaluation, ranking,

and/or selection of Offerors may be the cause for District to disqualify the Offeror team from submitting an SOQ or Proposal, to disqualify the Team Member from participating in the Procurement, and/or to discontinue any further consideration of such Offeror or Team Member.

### **3.1.3 Expenses of Offeror and Payment of Stipend**

The District accepts no liability for the costs and expenses incurred by firms in responding to this Procurement. Each Offeror that enters into the Procurement process shall prepare the required materials, the SOQ, at its own expense and with the express understanding that the Offeror cannot make any claims whatsoever for reimbursement from the District for the costs and expenses associated with the process, even in the event the District cancels this Project or rejects all Proposals.

### **3.1.4 Public Disclosure**

All documentation and submittals provided to the District may be considered public documents under applicable laws and may be subject to disclosure. Offerors recognize and agree that the District will not be responsible or liable in any way for any losses that the Offeror may suffer from the lawful disclosure of information or materials to third parties.

Such confidential documents or proprietary information that are protected by the Missouri Uniform Trade Secrets Act must be clearly identified and readily separable from the balance of the SOQ. Such designations will not necessarily be conclusive, and Offerors may be required to justify why such material should not, upon written request, be disclosed by the District under the applicable public records act. The District will endeavor to provide at least two (2) Business Days' notice of a public records request for material submitted pursuant to this Procurement. Offerors must respond to the notice in writing with any objection to the production of the documents within two (2) Business Days of receipt of the notice. All costs incurred by Offerors associated with any public records request are the responsibility of the Offerors.

### **3.1.5 Protest Procedures**

The protest procedures applicable to the Procurement are set forth in Exhibit B to this RFQ.

In addition to Exhibit B, the following protest procedures will apply:

- a. All Protests will be directed to:

Board of Trustees  
Jefferson County Public Sewer District  
4629 Yeager Road  
Hillsboro, MO 63050

- b. Any Protest based on the form or content of the Procurement documents, which is or should have been apparent prior to the date established for submittal of the SOQ, will not be considered if received by the Board of Trustees, as set forth above, later than ten (10) calendar days prior to the specified submittal date indicated in Section 2.5.
- c. Protests based on any other circumstances must be received by the person noted above within five (5) business days from the date the Offeror was notified of any selection decision; however, in no event will a protest be considered if all SOQ are rejected or if the Protest is received after award of the Contract.
- d. To be considered, a Protest shall be in writing and shall include: (1) the name, street address, and email address of the aggrieved party; (2) the name of the Project for which the Protest is submitted; (3) a detailed description of the specific grounds for the Protest and any supporting legal and/or factual documentation; and (4) the specific ruling or relief requested.
- e. In computing any period of time prescribed by this procedure, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period shall be included. Any document received after the close of regular business hours (8:00 a.m. to 4:30 p.m.) shall be deemed received the following Business Day.
- f. By submitting an SOQ in response to this Procurement, the Offeror acknowledges that it has reviewed and acquainted itself with the protest procedures herein and agrees to be bound by such procedures as a condition of submitting an SOQ.

### **3.1.6 Identification of Projects (Project Table)**

For each Project identified in the SOQ, provide the following information. The information required in this section can either be provided in a separate section of the SOQ, in the narrative for each of the evaluative criteria in Section 5.3, or the Offeror can provide a separate table for the identified Projects. The identification of Projects will not be evaluated separately. Rather, the Projects taken as a whole will be evaluated in the context of the criteria set forth in Section 5.3.

- a. Name of Project;
- b. Owner/Customer;
- c. Location of Project (include address);
- d. Description of the delivery method and integration of design and construction, identifying the firm(s) role as a prime consultant, subconsultant, contractor, subcontractor, or other;
- e. Project description and applicability and relevance of the referenced Project to the evaluation criteria for this Project;
- f. Name of each Key Team Member who is proposed for this Project who played a significant role on the Project example, including a description of their Project responsibilities and functions;
- g. The initial contract price, the final contract price, and an explanation for any difference between the two amounts;
- h. The initial date scheduled for substantial completion, the actual date of substantial completion, and an explanation for any difference between the two dates; and
- i. Project contact of the Owner or customer (current address, e-mail, and phone number) who can verify the characteristics of the submitted Reference Project.

## **3.2 District Rights and Procurement Conditions**

**3.2.1** The District reserves without limitation, and may exercise at its sole discretion, the following rights and conditions with regard to this Procurement process:

- a. To cancel the Procurement process and reject any and all SOQs and/or Proposals;
- b. To waive any informality or irregularity;
- c. To revise the Procurement Documents and Schedule via an Addendum;
- d. To reject any Offeror that submits an incomplete or inadequate response or is not responsive to the requirements of this RFQ;
- e. To require confirmation of information furnished by an Offeror, require additional information from an Offeror concerning its SOQ and require additional evidence of qualifications to perform the work described in this RFQ;
- f. To provide clarifications or conduct discussions, at any time, with one or more Offerors;
- g. To contact references who are not listed in the Offeror's SOQs and investigate statements on the SOQs and/or qualification of the Offeror and any firms or individuals identified in the SOQ;
- h. To consider Alternative Technical Concepts and/or approaches identified by Offerors;
- i. To take any action affecting the RFQ process or the Project that is determined to be in the District's best interests; and
- j. Approve or disapprove of the use of particular Subconsultants, Subcontractors, or Key Team Members and/or substitutions and/or changes to Subconsultants, Subcontractors, or Key Team Members from those identified in the SOQ. Such approval or disapproval shall not be unreasonably exercised.

### 3.3 Outline of the Procurement Process

#### 3.3.1 Request for Qualifications (RFQ).

- a. This RFQ invites firms to submit SOQs describing in detail their technical, management, and financial qualifications to design, permit, construct, commission, and close out the Project.
- b. Offerors will submit their SOQ and other deliverables required pursuant to this Procurement at the Time and in the manner set forth in this RFQ and any Addenda. The District will not consider SOQs or other deliverables that are submitted after the Time set forth in the RFQ. Offerors are solely responsible for making sure that the District receives the SOQ in a timely fashion.
- c. The District will evaluate the information submitted by each Offeror to 1) determine whether the Offeror meets the mandatory minimum requirements and 2) evaluate the SOQ provided by each Offeror pursuant to the evaluation system described below. Any Offeror who fails to meet the mandatory minimum requirements set forth in this SOQ will be deemed non-responsive and will not be considered further by the District in this Procurement.
- d. All SOQ will be evaluated in accordance solely with the criteria established in the RFQ and any Addenda issued thereto. The evaluation criteria are listed below, including the relative weight or importance given to each criterion.
- e. Design-Build Team Members and individual Key Team Members may be used as a basis for selection. Once selected, neither the Offeror nor Team Members that are submitted to the District as part of the SOQ or Proposal may substitute a listed consultant, subconsultant or subcontractor, or any individual listed as a Key Team Member; however, a change to any submitted Team Member or Key Team Member without the consent of the District will result in re-evaluation and may result in a change to the evaluation and ranking of the Offeror.
- f. Final results of the SOQs will be made available to Offeror's after the selection process.

#### 3.3.2 Evaluation and Ranking of Offerors

In the evaluation and ranking of Offerors, the District will consider the information submitted in the SOQ, as well as the meetings with the Offerors with respect to the evaluation criteria set forth in the RFQ. The result of the evaluation will be a comparative ranking of Offerors.

### 3.4 Contract Format

The District will enter into negotiations for the Design-Build Agreement with the Preferred Offeror. The Design-Build Agreement is anticipated to utilize the Agreement attached hereto as Attachment 3.

## SECTION 4: SOQ DOCUMENTATION REQUIREMENTS

### 4.1 SOQ Format Requirements

The SOQs shall comply with the following format requirements:

- 4.1.1 SOQs shall be formatted in searchable .pdf format.
- 4.1.2 The body of the SOQ shall be organized in accordance with the Evaluation Criteria as identified in Section 4.2 of this RFQ.
- 4.1.3 The body of the SOQ, when printed, shall be limited to a maximum of twelve (12) single-sided pages.
  - a. The **only** documentation that is **not** included in the page count is the following:
    - i. Cover Letter;
    - ii. Surety statement of Offeror's Ability to Provide a Proposal Bond, or Performance and Payment Bond;
    - iii. Insurer's statement of Offeror's Ability to Meet the District's Insurance Requirements;
    - iv. Corporate Structure Questionnaires;

- v. Resumes of Key Team Members (one page maximum per resume);
  - vi. Project Table or Similar Project Profile Sheets for Design-Build, Design and Construction Projects (up to ten (10));
  - vii. Table of Contents, provided that it contains no substantive content;
  - viii. Divider tabs, provided that they contain no substantive content; and
  - ix. Cover pages, provided that they contain no substantive content.
- b. **SOQs that exceed the page limit may be rejected.** The District, at its sole discretion, reserves the right to remove pages from the sections of any non-conforming SOQ submittals to bring each non-conforming SOQ submittal within the page count requirement. The pages at the end of the section will be removed in this instance until the section is the proper number of pages in length.
  - c. A “page” shall be defined as one single-sided piece of paper that has words, charts, tables, pictures, or graphics. Pages shall be 8.5 x 11 inches, with the exception of 2 pages, needed to convey graphics and designs which may be presented in 11 x 17-inch format; however, larger pages may only contain graphics and/or designs and may not be used for an Offeror’s narrative.
  - d. The font shall be no smaller than 10 point.

#### **4.2 SOQ Organization**

SOQs must be organized with tabs identifying the following Divisions:

##### **4.2.1 Cover Letter (See Section 5.1)**

##### **4.2.2 Division 1 Minimum Qualifications (See Section 5.2)**

- a. Surety statement of Offeror’s Ability to Provide Proposal, Performance, and Payment Bond and Exhibit C.
- b. Insurer’s statement of Offeror’s Ability to Meet the District’s Insurance Requirements and Exhibit D.

##### **4.2.3 Technical & Management Qualifications (See Section 5.3)**

- a. Division 2 - Team Organization and Key Team Members (See Section 5.3.1)
  - I. Resumes
  - II. Exhibit E Corporate Structure Questionnaires
- b. Division 3 - Demonstrated Past Performance with Successful Projects Similar in Scope, Function, Budget and Complexity
  - I. Project Table or Profile Sheets
- c. Division 4 - Design Architecture and Engineering Past Performance on similar projects
- d. Division 5 – Construction Design-Build Past Performance on similar projects
- e. Division 6 - Project Understanding and Approach
- f. Division 7 – Other exhibits
  - Exhibit F Acknowledgement of Addenda

## **SECTION 5: SOQ EVALUATION CRITERIA AND SUBMITTAL INFORMATION**

### **5.1 Cover Letter (No points)**

The SOQ must include a cover letter containing the Offeror’s business name, type, address, telephone number, fax number, and e-mail address of the Offeror and the single contact person. The Cover Letter shall also include the following: (1) name, address, telephone number, fax number, and e-mail address for all listed consultants,

subconsultants and/or subcontractors for the Project; and (2) the type of firm or organization (corporation, partnership, joint venture, etc.) that will serve as the prime contracting party. The Cover Letter may be a maximum of two (2) pages.

## 5.2 **Minimum Qualifications**

### 5.2.1 **Statement of Offeror's Ability to Provide Proposal, Performance and Payment Bond (Pass/Fail)**

As a **mandatory minimum requirement**, the Offeror must have the ability to obtain a proposal bond in the amount of \$INSERT AMOUNT and performance and payment bonds in the amount of \$INSERT AMOUNT. Offeror shall provide a letter signed by an authorized representative of Offeror's surety company (or agent) confirming that the Offeror can meet this minimum requirement. Any Offeror who fails to meet this mandatory minimum requirement will be considered non-responsive and will not be considered further by the District in this Procurement process. The surety shall be a company authorized to conduct business in the state where the Project is located with a minimum rating of A or better with a financial size category of IX or better by A.M. Best. Letters indicating "unlimited" bonding capability are not acceptable. See also Exhibit C.

### 5.2.2 **Statement of Offeror's Ability to Meet the District's Insurance Requirements. (Pass/Fail)**

As a **mandatory minimum requirement**, the Offeror must document that it has the ability to meet the minimum insurance requirements as set forth in the attached draft Insurance Requirements (Exhibit D). Offeror shall provide a letter from Offeror's insurance company or broker indicating that the Offeror is capable of complying with the insurance requirements specified in Exhibit D. Any Offeror who fails to meet this mandatory minimum requirement will be considered to be non-responsive and will not be considered further by the District in this Procurement. The insurer shall be a company authorized to conduct business in the state where the Project is located with a minimum rating A or better with a financial size category of IX or better by A.M. Best. Letters indicating "unlimited" insurable capability are not acceptable.

## 5.3 **Technical and Management Qualifications**

The SOQ shall demonstrate the Design-Build Team's ability to undertake the Project by providing the following technical and management qualifications of the Offeror, Team Members, and individual Key Team Members. The Offeror is responsible for ensuring that contact information contained in their referenced Project profiles is correct. The inability to contact a reference may have a detrimental impact on the evaluating qualifications.

Emphasis will be placed on past performance and expertise in performing substantive work on projects that are of Similar Scope and Complexity, as described in the definitions above. The District reserves the right to award more points to projects that have more of the characteristics set forth in the definition of Projects of Similar Scope and Complexity. The District also reserves the right to award more points to successful projects in which the Offeror, Team Members, and/or individual Key Team Members had substantial responsibility for their respective scopes of work.

The SOQ will be evaluated on the following technical and management qualifications:

### 5.3.1 **Team Organization Chart / Key Team Members**

- a. Provide an organization chart (showing Team Members, Key Team Members and their firm affiliation) for all phases of the Project from design through final acceptance and warranty and maintenance period. Be certain to identify specific individuals for key functions and show interrelationships and reporting hierarchy. Note whether individuals are performing multiple functions. At a minimum, identify the Key Team Members performing the functions identified below. To the extent that the Design-Builder has additional Key Team Members on their team, the Design-Builder should include those individuals.
  - i. Design-build project manager, person responsible for the overall management of the Project and design-build contract;
  - ii. Person responsible for on-site field supervision and direction and construction (Superintendent);
  - iii. Lead Architect (designer of record), lead, mechanical, and/or electrical engineers. If mechanical and electrical to be provided by design-build subcontractors provide the

- respective subcontractor personnel resume;
    - iv. Specialty design consultants (up to 4 resumes allowed);
    - v. Specialty construction personnel (up to 3 resumes allowed); and
    - vi. Person responsible for cost controls and budgeting and scheduling;
- b. Provide a resume for all Key Team Members. Resumes should be no longer than 1 page and should include the following information (Division 7):
  - i. Description of the individual's proposed Project role;
  - ii. Identification of employer and number of years employed by the firm;
  - iii. Educational background, professional licenses, and/or certifications;
  - iv. Project experience relevant to their proposed role on the Project and how that experience benefit this Project;
  - v. Number of jobs they have worked on in this region; and
  - vi. Based on the information available to the Design-Builder, proposed percentage of time that the Design-Builder intends to assign this individual to the Project.
- c. Describe the corporate structure of the Design-Builder. Submit a completed Corporate Structure Questionnaire for Design-Builder and each Team Member Firm, see Exhibit E. Complete the corporate structure questionnaire for the Design-Builder and all Team Members. If the prime Design-Builder is a Joint Venture, all Joint Venture partners must have functional responsibilities for the Project. Describe the duties of each Joint Venture partner (Division 7).

### **5.3.2 Demonstrated Past Performance with Successful Projects of Similar Scope and Complexity**

- a. Describe the Team's past performance in successfully managing design-build (or a similar integrated delivery model) Projects of Similar Scope and Complexity that include management and communications of an integrated team of design consultants, specialty subcontractors, and trade contractors. Include a description of any issues or problems that arose on the projects and how those issues or problems were resolved.
- b. Describe the Team's past performance in developing integrated design and construction schedules for Projects of Similar Scope and Complexity.
- c. Describe the Team's past performance in developing and/or managing costs within Lump Sum pricing.
- d. Describe the Team's past performance working together on similar projects and describe the steps the Team has taken to promote integration and a collaborative working environment. The District reserves the right to take into consideration those teams who have worked together in a collaborative delivery model.
- e. Describe experience on projects in the proximity of District and knowledge of local design, contracting, labor, and market conditions.
- f. Discuss current market conditions, material delivery challenges and how they have been overcome on recent projects.
- g. Include Project Table or Project Profile Sheets. Up to ten (10).

### **5.3.3 Design-Build Design, Architecture and Engineering Past Performance**

- a. Describe the Design-Builder's past performance in managing the design process.
- b. Describe the Team's past performance with designing and permitting Projects of Similar Scope and Complexity. Include a description of any issues or problems that arose on the project and how those issues or problems were resolved.

- c. Describe the software used by the Team for design services, including a description of the Building Information Modeling system or other specialized software the Team would utilize for this Project.
- d. Describe the Team's past experience with operating wastewater processes, and maintaining processes during construction.
- e. Describe the Team's past experience in designing to a budget and optimizing functionality.
- f. List all professional registrations and/or certifications that are relevant to the work associated with the Project, such as AIA, PE, DBIA, PMP etc.

#### **5.3.4 Design-Build Construction Past Performance**

- a. Describe the Team's past performance with construction management and construction of Projects of Similar Scope and Complexity. Include a description of any issues or problems that arose on the projects and how those issues or problems were resolved.
- b. Include in the narrative the Team's approach to the following:
  - i. Sewage treatment facilities;
  - ii. Procurement strategies for dealing with and overcoming the current material equipment delivery timeframes;
  - iii. Approach to safety and current EMR;
  - iv. Identify self-perform work (concrete, carpentry, others);
  - v. Sequencing construction activities in an urban and residential area to minimize impact to the surrounding residential and commercial areas.
  - vi. A description of how the Design-Builder has adhered to performance specifications;
  - vii. Change orders; and
  - viii. Configuration, commissioning, and testing Projects of Similar Scope and Complexity.

#### **5.3.5 Project Understanding and Approach**

Provide a narrative demonstrating the offeror's understanding of the Project goals and requirements (project scope of work) along with any associated risks or challenges. Describe the Offeror's approach to managing these goals and risks while maintaining good design and construction quality, and ability to maximize functional use and expandability for the budget

## **SECTION 6: LIST OF RFQ EXHIBITS AND ATTACHMENTS**

### **Exhibits**

- A. Preliminary Project Programming
- B. Protest Procedures
- C. Proposal, Performance and Payment Bond Instructions
- D. Insurance Requirements and Instructions
- E. Corporate Structure Questionnaire
- F. Acknowledgement of Addenda

### **Attachments**

- 1. Sample Bond Forms
- 2. Minimum Insurance Requirements

### 3. Design-Build Construction Contract





# Exhibit B

## Protest Procedures

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**Protests and Requests for Changes-** This Exhibit sets forth the exclusive protest remedies available with respect to this RFQ.

**Written Protests Only** - All protests must be in writing. Protests shall be submitted to the District Board and the District Contact at the address shown in the District Contact Person Section of the RFQ. Any protest not set forth in writing within the time limits specified in this RFQ shall not be considered.

The District Contact may, in his sole discretion, discuss the protest with the protestor. No hearing will be held on the protest, but it shall be decided, on the basis of the written submissions, by the District Board. The District Board, with the assistance of the District Contact or designee shall issue a written decision regarding any protest.

**Protests of RFQ Terms** - Any Offeror that believes the RFQ terms are unnecessarily restrictive or limit competition may submit a protest, in writing, to the District Contact. To be considered, the protest must be received by the District Contact by the deadline specified in the RFQ, Section 2.5. The protest shall include the legal and factual grounds for the protest, a description of the resulting prejudice to the Offeror if the protest is not granted, and a statement of the desired changes to the RFQ terms and conditions. The protest shall be marked "Solicitation RFQ Provision Protest" and include the Key Number.

**Protest of Exclusion From Selection** - Those Offerors that submit an SOQ in response to the RFQ, but are not selected, may protest the selection. The District will not consider a protest submitted after the deadline established in the RFQ.

# Exhibit C

## Proposal, Performance, and Payment Bond Instructions

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1. Offerors are required to provide a Proposal Bond upon being shortlisted for this Procurement. If this box is selected, the following shall apply:
  - a. The Proposal Bond shall be in the amount of \$ 600,000.
  - b. The Proposal Bond shall be in the form of DBIA Form 610 or similar AIA form.
  - c. The Proposal Bond must be submitted within 21 days of the date that the Offeror is shortlisted for the Project. Failure to timely submit a Proposal Bond will result in the disqualification of the Offeror from this procurement. In such a case, and at the District's sole option, the District may add another Offeror to the shortlist.
  
2. The selected Design-Builder will be required to provide the following bonds for this Project:  
  
Payment Bond in the amount of \$ 600,000.  
Performance Bond in the amount of \$ 600,000.  
  
The following shall apply:
  - a. Offerors must submit a statement from their bonding company that the Offeror can meet the bonding requirements set forth above.
  - b. The Payment and Performance Bond(s) shall be in the form of DBIA Forms 620 and 625 (Attachment 1) or similar AIA form(s)

# Exhibit D

## Insurance Requirements and Instructions

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1. The Selected Design-Builder will be required to provide insurance as set forth in Attachment 2.
2. Offerors must provide either:
  - a. A statement from their insurance company that Offerors can meet the insurance requirements set forth; or
  - b. An ACCORD Insurance Certificate that shows evidence of insurance that meets or exceeds the requirements set forth.
  - c. Proof of workers' compensation insurance for Offeror and all of Offerors identified subcontractors, etc

# Exhibit E

## Corporate Structure Questionnaire

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1. Offerors shall complete the following information for the Proposed Design-Builder and all proposed Design-Build Team Members:

Legal Name	
Street Address	
Mailing Address	
Point of Contact	
Position	
Email	
Telephone Number	
Fax Number	
Type of Business Entity	
D-U-N-S Number	
Federal Tax Identification Number	
State Contractor's Registration Number (if applicable)	
State Business License Number (if applicable)	

2. If the Proposed Design-Builder is a Joint Venture, Offerors must:

- a. Submit the above information the Joint Venture as well as for each member of the Joint Venture; and
- b. Attach a copy of the Joint Venture Agreement to this form.

# Exhibit F

## Acknowledgement of Addenda

Submitter (Team) Name:

<b>Addendum Number:</b>		<b>Dated:</b>	
<b>Addendum Number:</b>		<b>Dated:</b>	
<b>Addendum Number:</b>		<b>Dated:</b>	
<b>Addendum Number:</b>		<b>Dated:</b>	
<b>Addendum Number:</b>		<b>Dated:</b>	

The undersigned acknowledges receipt of the addenda to the RFQ as indicated above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

# ATTACHMENT 1

## Sample Bond Forms

# ATTACHMENT 2

## Minimum Insurance Requirements

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# **Insurance Exhibit**

## **Owner's Insurance Requirements**

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# Insurance Exhibit

## Owner's Insurance Requirements

*(The Parties should consult their insurance advisors prior to completing this Exhibit)*

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### 1.1 Insurance Types and Limits.

1.1.1 Owner shall purchase and maintain standard insurance to be defined in the RFP. The Design-builder shall purchase and maintain the following insurances:

Type of Insurance [A or better rating]	Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits
1. Worker's Compensation	Statutory Limits	Statutory Limits
2. Commercial General Liability	\$1,000,000	\$2,000,000
3. Commercial Automobile Liability	\$1,000,000	\$2,000,000
4. Umbrella Excess Liability Insurance	\$	\$10,000,000
5. Builders risk insurance	\$	\$INSERT AMOUNT
6. Professional Liability Insurance (errors and omissions)	\$3,000,000	\$3,000,000
7. Pollution Insurance	\$3,000,000	
8. Cyber (and privacy) Liability Insurance	\$1,000,000	

1.1.2 The insurance required by this Section 1.1.1 shall be written for not less than limits of liability specified in the table above or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment.

1.1.3 Any coverage required to be maintained after Final Payment shall be identified in the RFP.

1.1.4 In the event the Owner is providing any design or other professional service (either in-house or through a separate person or entity contracted by Owner), the Owner shall provide to Design-Builder evidence of professional liability coverage for that scope of work.

## **2.1 Coverage Parameters and Endorsements.**

**2.1.1** Commercial General Liability Insurance shall be written on an occurrence basis, utilizing standard ISO unmodified coverage form (December 2004 Edition) or equivalent. Endorsements excluding, restricting, or limiting coverage may be acceptable under certain circumstances provided the same are agreed upon by Owner and Design-Builder.

**2.1.2** General Liability, Automobile Liability, Worker's Compensation/Employers Liability and Umbrella Excess Liability policies shall each include the following endorsements:

**2.1.2.1** Unintentional Errors and Omissions Endorsement

**2.1.2.2** Notice of Occurrence Endorsement

**2.1.2.3** Knowledge of Occurrence Endorsement

**2.1.3** Commercial Automobile Liability coverage shall be provided by standard ISO Commercial Automobile or Truckers Policy covering all Owned, Non-Owned and Hired Vehicles.

**2.1.4** Umbrella/Excess Liability must schedule Commercial General Liability, Automobile/Truckers Liability and Employers Liability as underlying policies. The Umbrella/Excess Liability policies shall be written in accordance with the scheduled underlying policies and must be as broad as underlying policies.

**2.1.5** Builders Risk Insurance shall for the replacement value thereof for "all risks" of direct physical loss or damage, including grading and flood coverage, with a minimum limit identified in section 1.1.1.

**2.1.6** Pollution Insurance Pollution insurance coverage shall be provided for bodily injury, property damage and pollution clean-up cost as a result of pollution conditions from covered operations

**2.1.7** Cyber (and privacy) Liability Insurance coverage shall be provided for protection from losses resulting from a data breach or loss of electronically-stored confidential information.

## **3.1 Additional Insureds.**

**3.1.1** Design-Builder and Design-Builder's officers, directors and employees and Subcontractors and Design Consultants of any tier shall be included as an additional insured on general liability, umbrella liability and automobile liability policies of insurance of the Owner. Any coverage granted to an additional insured shall be primary and that coverage independently carried by an additional insured shall not contribute. Owner shall furnish to Design-Builder a copy of all Certificates of Insurance showing the parties named as an additional insured as set forth above.

**3.1.2** Additional Insured coverage provided under the Commercial General Liability and Umbrella/Excess policies shall cover both the premises/operations and completed operations hazards.

**3.1.3** Insurance that includes the Owner as an additional insured shall not be applicable until the issues of sovereign immunity are determined by a court of competent jurisdiction and shall not be considered a waiver of sovereign immunity or other immunities and affirmative defenses of Owner.

#### **4.1 Claims-Made Policies**

**4.1.1** All claims-made policies must: (a) permit reporting of circumstances that could give rise to a claim; and (b) provide coverage for post-expiration claims resulting from such circumstances.

ATTACHMENT 3  
DESIGN-BUILD AGREEMENT