



RANDALL COMMUNITY WATER DISTRICT: DESIGN-BUILD PROCUREMENT POLICY

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APPROVAL DATE:
July 9, 2024



DESIGN-BUILD PROCURMENT POLICY

ARTICLE 1—GENERAL INFORMATION

1.1 *Proprietary Information*

Information supplied by Proposers shall be considered proprietary during the design-build process until final award. Upon award, materials submitted by a Proposer become the property of RCWD and may be returned to the Proposer at RCWD's option. Proposers shall have the option to designate any specific information as proprietary and it shall remain protected by RCWD from public release.

1.2 *Definitions*

- A. Terms used in this Policy have the meanings indicated in the administrative specifications. Additional terms have the meanings indicated below:
 - 1. **Manager:** The general manager of Randall Community Water District
- B. In addition to terms specifically defined, terms with initial capital letters in the Policy include references to identified articles and paragraphs, and the titles of other documents or forms.

ARTICLE 2—DESIGN BUILD PROCESS

2.1 *Acquisition Planning*

- A. During formal or informal acquisition planning, if considering the use of design-build contract type, the Manager shall conduct an acquisition evaluation per paragraph (1) of this section.
 - 1. The two-phase design build selection procedures shall be used when the Manager determines that this method is appropriate, based on the following:
 - a. Three or more offers are anticipated.
 - b. The extent to which project requirements have been adequately defined.
 - c. The time constraints for delivery of the project.
 - d. The capability and experience of the potential contractors.
 - e. The suitability of the project for the use of the two-phase selection method.
 - f. The capability of Randall Community Water District to manage the two-phase selection process.

2.2 *Scope of Work*

- A. The Manager shall develop, either in-house or by contract, a scope of work that defines the project and states RCWD's requirement. The scope of work may include criteria and preliminary design, budget parameters, and schedule or delivery requirements. If RCWD contracts for development of the scope of work, the Manager may procure a licensed technical professional to complete the scoping process in accordance with the procurement policies of the State of South Dakota.



2.3 *Evaluation Board*

- A. When acquiring Design-Build services, RCWD shall provide for an ad hoc design-build evaluation board to be composed of members who, collectively, have experience in architecture, engineering, construction, public acquisition, and Randall operations. Members shall be appointed from highly qualified employees and Board members of RCWD and private practitioners of architecture, engineering, or construction. One RCWD employee shall be designated as the chairperson.
- B. No firm shall be eligible for award of a Design-Build contract during the period in which any of its principals or employees are participating as members of RCWD's evaluation board.

2.4 *Advertisement and Selection Procedures*

- A. One solicitation may be issued to cover both phases. Proposals will be evaluated in Phase One to determine which offerors will submit proposals for Phase Two. One contract will be awarded using competitive negotiation.
- B. Phase One
 - 1. Phase One (Request for Qualification) of the solicitation shall include:
 - a. The scope of work;
 - b. The Request for Qualification (RFQ) evaluation factors may include:
 - i. Technical approach (but not detailed design or technical information)
 - ii. Technical qualifications such as:
 - a. Specialized experience and technical competence;
 - b. Capability to perform;
 - c. Past performance of the offeror's team; and
 - d. Other appropriate factors (excluding cost or price related factors)
 - c. A statement of the maximum number of offerors that will be selected to submit phase two (Request for Proposal) proposals. The maximum number specified in the solicitation shall be three (3) unless the Manager determines, for that particular solicitation, that a number greater than three is in RCWD's interest and is consistent with the purposes and objectives of the two-phase design-build selection procedures.
 - 2. After evaluating RFQ proposals, the RFQ Selection Committee, as established by the procurement plan, shall select the most highly qualified offerors and request only those offerors submit RFP proposals.
- C. Phase Two
 - 1. Phase Two of the solicitation shall be prepared in accordance with information provided in the RFQ, and include RFP evaluation factors, that were previously developed. Examples of potential RFP evaluation factors include design concept, management approach, key personnel, and proposed technical solutions.
 - 2. Phase Two of the solicitation shall require submission of technical and price proposals, which shall be evaluated separately, in accordance with the RFP
 - 3. The evaluation board shall evaluate firms in accordance with the RFP.



D. Selection

1. The evaluation board shall prepare a selection report for the Manager. The report shall include a description and evaluation conducted by the board to allow the Manager to review the considerations upon which recommendations are based.
2. The Manager shall review the recommendations of the evaluation board and shall, with the advice of appropriate technical and staff representatives, approve or reject the recommendations of the evaluation board.
3. All firms evaluated by the evaluation board are considered “selected firms” with which the Manager may negotiate in accordance with section 2.5.
4. If the Manager approves the recommendation of the evaluation board, the Manager shall proceed to negotiation with the preferred firm in accordance with section 2.5.
5. If the Manager rejects the recommendation of the evaluation board, the Manager may return the selection report to the evaluation board for corrections.
6. If the Manager fails to accept a final selection report of the evaluation board, the Manager shall not enter negotiations or a design-build contract in accordance with the scope of work.

2.5 Negotiations

- A. Manager approval of the recommendation of the evaluation board, authorizes the Manager to begin negotiations.
- B. After approval of the recommendation of the evaluation board, the Manager may release the named Design-Build firm that negotiations will be undertaken with. If negotiations are terminated without awarding a contract to the highest rated firm, the Manager may release that information and state that negotiations will be undertaken with another (named) Design-Build firm. When an award has been made the Manager may release award information.
- C. Because selection of firms is based on qualifications, the extent of any subcontracting is an important negotiation topic. Any subcontracting of major work items, encompassing more than 10% of the design or 10% of the construction activities as determined by price, shall be agreed upon during negotiations.
- D. If a mutually satisfactory contract cannot be negotiated, the Manager shall obtain a written final proposal revision from the firm, and notify the firm in writing that negotiations have terminated. The Manager shall then initiate negotiations with the next firm on the selection report. This procedure shall be continued until a mutually satisfactory contract has been negotiated. If negotiations fail with all selected firms, the Manager shall terminate the procurement process.
- E. Debriefings of successful and unsuccessful firms will be held after a satisfactory contract has been negotiated. Debriefings will be conducted in a formal letter.

2.6 Protests

- A. Any person adversely affected by RCWD’s decision to award a contract may file a notice of protest with the Manager. Any protester should file its protest within 72 hours after the Manager has issued a debriefing letter. The protesting party shall also file a formal



- written protest within five working days after filing the notice of protest. The formal protest shall state the particular facts and law upon which the protest is based.
- B. The Manager shall review all formal protest and supporting facts and law within five working days after receipt of the formal protest and render a written decision within an additional ten working days.
 - C. Nothing in this procedure precludes an aggrieved party from exercising its rights to pursue a protest in court.

2.7 *Design within Funding Limitations*

- A. RCWD may require the Design-Build contractor to design the project so that construction costs will not exceed a contractually specified dollar limit. If the price of construction proposed in response to an RCWD Design-Build solicitation exceeds the funding limitation in the contract, the firm shall be solely responsible for redesigning the project within the funding limitation. These additional services shall be performed at no increase in the price of the contract. However, if the cost is affected by undue delays by RCWD or a funding agency, the firm shall not be obligated to redesign at no cost to RCWD.