



**FAIRFIELD COUNTY COUNCIL
SOLICITATION**

RFQ:	0823 Professional Civil Engineering Services
DATE ISSUED:	August 23, 2023
Procurement Officer:	Cathy Washington
Phone:	(803) 635-1415
E-Mail Address:	cathy.washington@fairfield.sc.gov

SUBMIT OFFER BY:	September 19, 2023/10:00 A.M.
QUESTIONS MUST BE RECEIVED BY:	September 12, 2023/10:00 A.M.
NUMBER OF COPIES TO BE SUBMITTED:	One (1) original and three (3) copies

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:

FAIRFIELD COUNTY COUNCIL
P. O. DRAWER 60
WINNSBORO, S.C. 29180

PHYSICAL ADDRESS:

FAIRFIELD COUNTY
PURCHASING DEPARTMENT
250 N. Walnut Street
WINNSBORO, S. C. 29180

Fairfield County is soliciting for Request for Qualifications for Professional Civil Engineering Services and Related Services. Indefinite Delivery Contract for Services on an “as needed or as assigned” basis.

Fairfield County is requesting qualifications from consulting firms interested in providing road and bridge design and professional civil engineering services on an “as needed or as assigned” basis in connection with various site and economic development projects, architectural design, water and sewer projects, roadway, site surveying, construction projects, landscaping services, airport, bridge design, capital projects, and building maintenance repairs. The work shall consist of surveying, plan review, designing, preparing plans and bid documents, securing permits and construction administration. Four or more offerors may be selected to perform professional services.

Resume Deadline: Request for Qualifications will be accepted before **10:00 AM on September 19, 2023.**

Contact: All questions must be in writing and directed to Cathy Washington at cathy.washington@fairfield.sc.gov

Questions must be received before 10:00 am on September 12, 2023.

RFQ Submission Cathy Washington
Fairfield County Governmental Complex
250 N. Walnut Street.
Winnsboro, SC 29180

Number of Copies: One (1) original and three (3) copies; One (1) electronic copy

Outside of envelope must be marked “**RFQ 0823 Professional Engineering Services**”

Responses must be submitted in a sealed envelope with the outside of the package plainly identifying the RFQ number, and the name and address of the submitting Firm. Late, faxed or e-mailed RFQ’s will **not** be considered.

Fairfield County is not responsible for lost or misdirected RFQs. The County reserves the right to reject any or all offers and can waive any technicality in the best interest of Fairfield County.

Fairfield County Council

ADDENDA: ALL CHANGES IN CONNECTION WITH THIS RFQ WILL BE ISSUED BY THE PURCHASING OFFICE IN THE FORM OF A WRITTEN ADDENDUM. SIGNED ACKNOWLEDGMENT OF RECEIPT OF EACH ADDENDUM MUST BE INCLUDED WITH SUBMITTAL.

COMPLETING BID: ALL INFORMATION MUST BE LEGIBLE. ANY AND ALL CORRECTIONS AND/OR ERASURES MUST BE INITIALED.

SIGNING OF QUALIFICATIONS: ALL SUBMITTALS MUST BE SIGNED.

SUBMISSION OF QUALIFICATIONS: DOCUMENTS ARE TO BE SEALED AND SUBMITTED TO CATHY WASHINGTON, FAIRFIELD COUNTY GOVERNMENTAL COMPLEX, 250 N. WALNUT ST., WINNSBORO, SC 29180 PRIOR TO THE DATE AND TIME INDICATED ON THE COVER SHEET.

LATE BIDS AND MODIFICATIONS OR WITHDRAWALS: QUALIFICATIONS RECEIVED AFTER THE DEADLINE DESIGNATED IN THIS DOCUMENT WILL NOT BE CONSIDERED. QUALIFICATIONS MAY BE WITHDRAWN OR MODIFIED PRIOR TO THE OPENING. ALL SUCH TRANSACTIONS MUST BE SUBMITTED IN WRITING AND RECEIVED BY THE PURCHASING OFFICE PRIOR TO THE OPENING.

WAIVING OF INFORMALITIES: FAIRFIELD COUNTY RESERVES THE RIGHT TO WAIVE MINOR INFORMALITIES OR TECHNICALITIES WHEN IT IS IN THE BEST INTEREST OF FAIRFIELD COUNTY.

INSURANCE: THE CONTRACTOR SHALL PROCURE, MAINTAIN, AND PROVIDE PROOF OF, INSURANCE COVERAGE FOR INJURIES TO PERSONS AND/OR PROPERTY DAMAGE AS MAY ARISE FROM OR IN CONJUNCTION WITH, THE WORK PERFORMED ON BEHALF OF THE COUNTY BY THE CONTRACTOR, HIS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS AT THEIR OWN EXPENSE. PROOF OF COVERAGE SHALL BE SUBMITTED PRIOR TO ENTERING INTO THE CONTRACT AND SUCH COVERAGE SHALL BE MAINTAINED BY THE CONTRACTOR FOR THE DURATION OF THE CONTRACT PERIOD FOR OCCURRENCE POLICIES. CLAIMS MADE POLICIES MUST BE IN FORCE OR THAT COVERAGE PURCHASED FOR THREE (3) YEARS AFTER CONTRACT COMPLETION DATE.

METHOD OF AWARD AND NOTIFICATION: QUALIFICATIONS WILL BE ANALYZED AND THE AWARD MADE, BASED ON THE EVALUATION CRITERIA FOR THIS RFQ, TO THE MOST RESPONSIVE AND RESPONSIBLE VENDER(S) WHOSE QUALIFICATIONS CONFORM TO THE SPECIFICATIONS AND WHOSE QUALIFICATIONS ARE CONSIDERED TO BE THE BEST VALUE IN THE OPINION OF THE COUNTY.

DISCLAIMER OF LIABILITY: THE COUNTY NOR ANY OF ITS AGENCIES, WILL NOT HOLD HARMLESS OR INDEMNIFY ANY BIDDER FOR ANY LIABILITY WHATSOEVER.

HOLD HARMLESS: THE CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE COUNTY OF FAIRFIELD, ITS OFFICERS, EMPLOYEES AND AGENTS FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, PENALTIES, DAMAGES, SETTLEMENTS, COST CHARGES, PROFESSIONAL FEES OR OTHER EXPENSES OR LIABILITIES OF EVERY KIND AND CHARACTER ARISING OUT OF OR RELATING TO ANY AND ALL CLAIMS, LIENS, DEMANDS, OBLIGATIONS, ACTIONS, PROCEEDINGS OR CAUSE OF ACTION OF EVERY KIND AND CHARACTER IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT AND/OR THE PERFORMANCE HEREOF, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY AND ALL SUCH CLAIMS, ETC., RELATING TO PERSONAL INJURY, INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, (OR APPLICATION FOR ANY THEREOF) OR OF ANY OTHER TANGIBLE OR INTANGIBLE PERSONAL OR PROPERTY RIGHT, OR ACTUAL OR ALLEGED VIOLATION OF ANY APPLICABLE STATUTE, ORDINANCE, ADMINISTRATIVE ORDER, RULE OR REGULATION, OR DECREE OF ANY COURT WILL BE INCLUDED IN THE INDEMNITY HEREUNDER. THE CONTRACTOR FURTHER AGREES TO INVESTIGATE, HANDLE, RESPOND TO PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, ETC. AT HIS/HER SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COST AND EXPENSES RELATED THERETO, EVEN IF SUCH CLAIM IS GROUNDLESS, FALSE OR FRAUDULENT.

LAW GOVERNING: ALL CONTRACTUAL AGREEMENTS WILL BE SUBJECT TO, GOVERNED BY, AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF SOUTH CAROLINA.

ANTI-DISCRIMINATION CLAUSE: NO BIDDER ON THIS REQUEST WILL IN ANY WAY, DIRECTLY OR INDIRECTLY, DISCRIMINATE AGAINST ANY PERSON BECAUSE OF AGE, RACE, COLOR, HANDICAP, SEX, NATIONAL ORIGIN, OR RELIGIOUS CREED.

FAIRFIELD COUNTY IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

A. INVITATION

Fairfield County is requesting qualifications from consulting firms interested in providing road and bridge design and professional engineering services on an “as needed or as assigned” basis in connection with various economic development projects, architectural design, site surveying, building maintenance repairs and other project that may arise during the contract period. One or more offerors may be selected to perform professional services.

Qualification Statements must be made in the official name of the firm or the individual under which business is conducted (showing the official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the qualification statement. Qualification Statements must be valid for a minimum of ninety (90) days. This request for Qualification Statements does not commit Fairfield County to award a contract, to pay any cost incurred in the preparation of Qualification Statements or to procure or contract for the articles of goods or services. Fairfield County reserves the right to accept or reject any or all Qualification Statements received as a result of this request, to negotiate with any or all qualified offerors, or to cancel in part or in its entirety in this proposal, if it is in the best interest of the County to do so.

To qualify for consideration, one (1) original plus three (3) copies of your statement must be received by the office designated above before **10:00 AM on September 19, 2023**. It is the sole responsibility of the offeror to see that the qualification is received before the submission deadline. The offeror shall bear all risks associated with delays in the U.S. mail or delivery service. Late statements will not be considered. Statements shall be accepted in person, by U.S. Mail or by private courier service. NO statements shall be accepted via oral or email communication, telephone or fax transmission.

Any requests for clarification or additional information deemed necessary must be directed in writing to Cathy Washington at fax number (803) 635-5969 or emailed to cathy.washington@fairfield.sc.gov. Questions must be received before 10:00 am on September 12, 2023. Any request received after the above stated deadline will not be considered. All changes in specifications shall be in writing in the form of an addendum and furnished to all responders and posted on the County website.

Restrictions Applicable to Respondents: Violation of restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the SC State Ethics Act: After issuance of the solicitation, you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials. Any communication regarding the submission, evaluation, or award must be solely addressed to the Director of Procurement.

No information will be released until after all evaluation and negotiations are complete and award is made.

B. QUALIFICATIONS OF RESPONDENTS

Fairfield County may make such investigation as it deems necessary to determine the ability of the offeror to furnish the required materials and services. The offeror will furnish to the County all information and data for this purpose as the County may reasonably request.

Discussions may be conducted with responsible offerors who submit proposals determined to be reasonable susceptible of being selected for award for the purpose of clarification to assure full understanding of and

responsiveness to the solicitation requirements. While conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

Fairfield County reserves the right to reject a proposal if the evidence submitted by or the investigation of such offeror fails to satisfy the County that offeror is properly qualified to carry out the obligations of the Agreement and to deliver the equipment and services described herein.

C. SCOPE OF WORK

One or more offerors may be selected to perform professional engineering services in Fairfield County. The projects may include, but are not limited to:

- Site Development
- Economic Development
- Architectural Design
- Landscaping
- Airport
- Road Projects
- Bridge Design
- Capital Projects
- Water and Sewer

A minimum of four or more offerors will be selected. Services and fees will be mutually determined by Fairfield County and the offeror for each project.

D. Qualification Statement Submission Requirements

Qualification Statements will not be accepted from any firm, company, individual, person or party, parent or subsidiary, against which the County has an outstanding claim, or a financial dispute relating to a prior contractual performance with the County. Qualification Statements may be withdrawn by offeror prior to, but not after, the time set for the opening. Upon receipt by the County, the Qualification Statement shall become the property of the County, without compensation to the offeror, for disposition or usage by the County at its discretion. This section provides a summary of information to be included in fulfilling the requirements of this RFQ:

- A. A brief letter of interest, not to exceed three (3) typewritten pages, describing why your firm is particularly well qualified to perform these services. Include a brief history of your organization, location of office, primary contact information and the name of the person authorized to bind the firm.

Please group areas of interest a) site development, b) economic development, c) architectural design, d) landscaping, e) airport, f) road projects, g) bridge design, h) capital projects, and i) water and sewer.

- B. A brief project description of three (3) relevant projects successfully completed in the past five (5) years for each area of interest. Include key personnel, project dates, original budget, completed project cost, reason for cost overrun, and contact information (email and phone number) for owner/project manager. Also include a listing (without details) of ALL

South Carolina similar projects in each area of interest completed in the past five years. Preference given to projects located in Fairfield County or nearby counties.

- C. A brief one page resume for key personnel with technical experience and availability in each area of interest. Include professional qualifications and recent similar project experience.
- D. Acknowledge addendums if any.
- E. The Statements of Qualifications shall not exceed thirty (30) pages, including the cover, back page, letters of introduction and table of contents. Clear, external binder pages shall not be included in the page count.

E. SELECTION CRITERIA

The review committee shall assign up to the maximum number of points as stated in this section for each evaluation item to each of the offerors. All assignments of points shall be at the sole discretion of the committee. Offerors who do not meet or comply with the instructions of this RFQ may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Committee.

The selection of the offerors will be made in accordance with the Fairfield County Procurement Manual. The County shall have the sole discretion in evaluating both the Qualification Statement and the qualifications of the offerors. The County reserves the right to reject any and all Qualification Statements and is not bound to accept any Qualification Statements, if the Qualification Statement acceptance is contrary to the best interest of the County. The County reserves the right to waive or modify any information, irregularity, or inconsistency in statements received, request modification to statements from any or all offerors during the review process. All Qualification Statements shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Committee to evaluate the Qualification Statements:

- Evidence of successful completion of similar projects in the past. Provide three (3) examples of projects for each area of interest. Like projects must have been satisfactorily completed within the past five (5) years.

25 Points

- Technical capacity and previous experience in areas of interest. Project team employees with specific experience and availability. **20 Points**

- Previous work experience in Fairfield County or nearby counties with an emphasis on successful partnerships with other County and local government agencies. **25 Points**

- Geographical location. Local commuting distance. **10 Points**

- Availability of staff to handle both large and small workloads while maintaining high quality and timeliness. **20 Points**

Maximum Points available is 100 Points.

The committee will review and analyze the responses and select top ranked finalists who may be invited to an interview and final written and oral presentation. Offerors who are invited to interview shall bear their own expenses for attending. Fairfield County will not be responsible for any costs associated with the interviews.

F. Selection and Award Process

In the sole discretion of the Committee, based on the selection criteria, the top ranked offerors will comprise the selected pool. The Committee shall make a recommendation regarding the selection of firms to the County Administrator and Fairfield County Council who shall have final authority to award the service agreements to at a minimum of four or more of the firms in the best interests of Fairfield County.

G. METHOD OF SELECTING THE FIRM FOR THE INDIVIDUAL PROJECTS

The firms selected from this RFQ will be a selected pool for the County to go to for engineering services. There is no guarantee of work for firms in the selected pool.

The County will request proposals from one or more firms in the selected pool for an individual project as it arises. Proposals will contain a commitment to the County timeframe and a price for services. Sealed proposals will be submitted directly to the Purchasing Office. A purchase order will be issued for the individual project based on availability, cost, and the best value for the County. Proposals will remain confidential until the purchase order is issued.

H. AGREEMENT

Any agreement entered into arising from negotiations following this RFQ shall be subject to the following contractual provisions:

a. Term:

The agreement between the selected firm and the County shall be a two (2) year term. The agreement may be renewed on an annual basis beyond the initial term of the agreement for an additional two years. The agreement may be terminated by either party upon 60 days written notice. In the event a successful firm materially breaches any obligation under this Agreement, the County may terminate this Agreement upon ten (10) days written notice.

b. Notice:

Any notice to the County required under this agreement shall be sent by email and mail to Cathy Washington at: cathy.washington@fairfield.sc.gov and Fairfield County Purchasing Department, Attn: Cathy Washington, P.O. Drawer 60, 250 N Walnut St., Winnsboro, SC 29180.

c. Agreement and Purchase order:

The selected firm shall promptly execute a service agreement incorporating the terms herewith within fourteen (14) days after requested by the County. No specific project work is to begin prior to receipt of a Fairfield County purchase order. The purchase order shall serve as the authorization to proceed in accordance with the proposal's specifications and the instructions.

d. Indemnification:

By submitting a Qualification Statement, the selected firm agrees that in the event it is issued a purchase order, it will indemnify and hold harmless Fairfield County from contingent liability to others for damages because of bodily injury, including death, that may result from the successful

firm's negligent performance under this agreement, and any other liability for damages under which the selected firm is required to indemnify the County under any provision of the agreement.

- e. In performance of this service agreement the selected firm is required to comply with all applicable federal, county and local laws, ordinances, codes and regulations. The firm shall be properly licensed and authorized to transact business in the State of South Carolina.

- f. Insurance:

The selected firm shall maintain such insurance as will protect against claims under the Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under the agreement. Automobile insurance shall cover all vehicles owned, hired or non-owned, operated by/or on behalf of the offeror in performance of this agreement. The selected firm is an independent contractor and is not an employee of the County. During the term of this agreement the successful firm shall, at its own expense, carry insurance with minimum coverage limits as follows:

- A. Commercial General Liability in the amount of \$1,000,000 per occurrence and with a \$2,000,000 aggregate
- B. Automobile Liability \$1,000,000 per occurrence
- C. Architects and Engineers Professional Liability in the amount of \$1,000,000 per occurrence and a \$1,000,000 aggregate
- D. Workers' Compensation South Carolina Statutory Limit

Fairfield County requires all suppliers that provide service on Fairfield County property to have workers' compensation coverage.

Prior to the start of work, a Certificate of Insurance shall be furnished to the Purchasing Department as evidence of the existence of such insurance. Certificates shall contain provision for a thirty (30) day prior written notice of cancellation or material change and list Fairfield County Council, Attn: Purchasing, P.O. Drawer 60, 250 N. Walnut St., Winnsboro, SC 29180 as certificate holder and additional insured.

- g. Non-discrimination:

In performing the services subject to this RFQ the selected firm agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The selected firm shall comply with all federal and county laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of agreement.

- h. Covenant against Contingent Fees:

The selected firm warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement of understanding for a commission or percentage for the purpose of securing business. For breach or violation of this warranty the County shall have the right to annul the agreement without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission or percentage.

- i. Agreement Documents:

The terms, conditions, and specifications of this RFQ and the selected firm's response are to be incorporated, in total, into the agreement. The executed agreement and purchase order between the

County and the selected firm shall constitute the agreement between the County and the firm. These documents contain the entire agreement between the County and the firm.

j. Applicable Law:

The laws of Fairfield County and the State of South Carolina shall apply, except where Federal Law has precedence. The selected firm consents to jurisdiction and venue in Fairfield County.

k. Federal, State and Local Laws:

The selected firm assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the firm and their employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.

l. Termination for Convenience

Fairfield County may terminate for convenience any agreement resulting from this solicitation by providing thirty (30) calendar days advance written notice to the firm.

m. Assignment Clause

The selected firm will be required to give the County ninety (90) days' notice in the event of a change in the ownership of this agreement. The County is under no obligation to continue this agreement with an assignee. No agreement or its provisions may be assigned, sublet, or transferred without the written consent of the County.

n. Publicity Release

The selected firm agrees not to refer to the award of this agreement in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user. The firm shall not have the right to include the County's name in its published list of customers without prior approval of the County. With regard to news releases, only the name of the County, type and duration of agreement may be used and then only with prior approval of the County. The firm also agrees not to publish, or cite in any form, any comments or quotes from the County Staff unless it is a direct quote from the Purchasing Office.

o. Public Record

Fairfield County is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the County relating to this Request for Qualifications are subject to requirements of the Freedom of Information Act and may be deemed public records.