

2024- Q4-CLARENDON COUNTY REQUEST FOR QUALIFICATIONS

Clarendon County is requesting **QUALIFICATIONS STATEMENTS FOR ENGINEERING CONSULTING SERVICES FOR ROADWAY & DRAINAGE IMPROVEMENT PROJECTS** on roads located throughout Clarendon County. Roads may be either County or SCDOT maintained. Roads may be currently paved requiring resurfacing or repair or currently unpaved to be paved. The successful offeror will provide engineering consulting services for planned improvement projects. Engineering consulting services will include a combination of services such as, but not limited to: preliminary design, construction inspection and final plans. The Clarendon County Engineer will serve as project manager. The project is being funded through County **C-Funds**, distributed by the South Carolina Department of Transportation (SCDOT); all Procurement guidelines shall apply.

Qualification Statements will be ranked using the following criteria:

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| 1. Past performance |
| 2. Ability of professional personnel |
| 3. Demonstrated ability to meet time and budget requirements |
| 4. Proximity to and knowledge of the locality of the project |
| 5. Recent, current, and project work load |
| 6. Creativity and insight related to the project |
| 7. Related experience on similar projects |

A minimum of three (3) highest ranking offeror(s) will be selected for interviews; all offeror(s) will be notified in writing. The County anticipates that it will award a contract in a timely manner. This solicitation will result in a IDQ contract and will be subject to approval and concurrence from the SC Department of Transportation. The following TERMS shall apply:

- Contract will be for a **2 Year Term not to exceed \$300,000**
- No single Project Delivery may exceed **\$100,000**
- The form of the Contract shall be a **Clarendon County Term Contract**

OWNER’S RIGHTS: Clarendon County reserves the right to accept or reject any, all or any part of statements received as a result of this request, to waive any informalities or to cancel in part or in its entirety this request, if it is in its best interest to do so. Clarendon County will be sole judge as to whether statements submitted meet all requirements. This solicitation does not commit Clarendon County to award a contract, to pay any cost incurred in the preparation of bids or to procure for goods or services. Clarendon County is an equal opportunity employer.

SOLICITATION DOCUMENTS must be requested in writing, via fax, mail or e-mail *(preferred)** TO:**

William A. Timmons, PE




btimmons@clarendoncountygov.org

ENGINEER, CLARENDON COUNTY

411 SUNSET DRIVE

MANNING, SC 29102 PHONE (803) 433-3256 FAX (803) 433-4002

DEADLINE TO SUBMIT: Sealed QUALIFICATION STATEMENTS must be received by **5:00 P.M., local time, Friday, July 25, 2024** in the Clarendon County Procurement Department, 411 Sunset Drive, Manning, SC 29102.

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|  | <h1 style="text-align: center;">Clarendon County Procurement</h1> <p style="text-align: center;">REQUEST FOR QUALIFICATION STATEMENTS</p> | Solicitation Number | 2024-Q4- ENGINEERING CONSULTING SERVICES FOR ROADWAY & DRAINAGE IMPROVEMENT PROJECTS |
| | | Buyer | Procurement Director project@clarendoncountygov.org |

**DESCRIPTION: 2024-Q4 RFQ- ENGINEERING CONSULTING SERVICES FOR
ROADWAY & DRAINAGE IMPROVEMENT PROJECTS**

SUBMIT OFFER: NO LATER THAN 5:00 P.M. Friday, July 25, 2024
TECHNICAL QUESTIONS MUST BE RECEIVED IN WRITING BY: July 18, 2024

*****INSTRUCTIONS*****

NUMBER OF SEALED COPIES TO BE SUBMITTED: **ONE (1) EACH**. Please submit **your QUALIFICATION STATEMENT** in a sealed envelope. Please include **this page, signed. Page 2 MUST BE INCLUDED** within your QUALIFICATION STATEMENT. Please show solicitation number on envelope. Clarendon County assumes no responsibility for unmarked or improperly marked envelopes. All confidential information which is considered to be exempt from disclosure should be marked as **propriety**. The County reserves the right to determine which information is considered propriety.

SUBMIT YOUR OFFER TO : *The Term "Offer" Means Your "Statement" "Bid" or "Proposal".*

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|---|---|---|---------------|
| PHYSICAL & MAILING ADDRESS: | | | |
| CLARENDON COUNTY PROCUREMENT 411 SUNSET DRIVE MANNING, SC 29102 E-MAIL: project@clarendoncountygov.org | | | |
| AWARD & AMENDMENTS | The award, this solicitation, and any amendments will be available online at clarendoncountyprocurement.sc.gov . | | |
| You must submit a signed copy of this form with your Offer. By signing, you agree to be bound by the terms of the Solicitation. | | | |
| NAME OF OFFEROR (Full legal name of business submitting the offer) | | OFFEROR'S TYPE OF ENTITY: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation ____ State of Inc. <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other <input type="checkbox"/> SC Resident Vendor <input type="checkbox"/> CERTIFICATE OF INSURANCE ENCLOSED | |
| AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.) | | <u>SC CONRACTOR'S LICENSE NUMBER</u> ACKNOWLEDGEMENT OF ADDENDUMS: <input type="checkbox"/> ADDENDUM #1 <input type="checkbox"/> ADDENDUM #2 | |
| TITLE (Business title of person signing above) | | | |
| PRINTED NAME (Printed name of person signing above) | DATE | | |
| Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc. | | | |
| OFFEROR'S HOME OFFICE ADDRESS (Address for the offeror's principle place of business) STATE OF INCORPORATION | | | |
| CITY | | STATE | ZIP CODE |
| PHONE | FAX | E-MAIL | |
| ACKNOWLEDGMENT OF ADDENDUMS <i>Please initial.</i> | Addendum No. | | Addendum No. |
| | Addendum Date | | Addendum Date |
| ACCEPTED BY: _____ | | _____ | |
| PROCUREMENT DIRECTOR | | DATE | |

SECTION I: GENERAL INFORMATION

The purpose of this **REQUEST FOR QUALIFICATION STATEMENTS** is to seek a qualified individuals or firms to provide **ENGINEERING CONSULTING SERVICES FOR ROADWAY & DRAINAGE IMPROVEMENT PROJECTS** on roads located throughout Clarendon County, most of which are County maintained. Engineering consulting services will include a combination of services such as, but not limited to: preliminary design, construction inspection and final plans. All engineering work shall be completed in accordance with professional engineering standards such as those published by AASHTO, American Standards for Testing and Materials (ASTM), International Code Council (ICC), American Society of Civil Engineers (ASCE) and SCDOT policies and procedures as well as all other means necessary.

The Clarendon County Engineer will serve as project manager and oversee the execution of the project. The project is being funded through County C-Funds, distributed by the South Carolina Department of Transportation (SCDOT); all Procurement guidelines shall apply.

The purpose of the RFQ process is to identify the most qualified firms; if applicable you will receive an invitation to make an oral presentation. This solicitation will result in an Requirements Contract and will be subject to approval and concurrence from the SC Department of Transportation.

THIS IS NOT A REQUEST FOR A PRICED PROPOSAL

Please note that the Procurement Department is required to verify that all taxes have been paid to the County by vendors with which they intend to do business. If you owe delinquent taxes your submittal may be disqualified from consideration. If you wish to inquire as to your tax status, you may contact the Clarendon County Delinquent Tax Office at (803)435-2684.

TENTATIVE SCHEDULE

- RFQ Issued **June 12, 2024**
- RFQ Technical Question Deadline, **July 18, 2024**, no later than 5:00 pm (EST)
- RFQ sealed Response Due Date **July 25, 2024** no later than 5:00 pm (EST)
- Notice of Intent to Award Contract **August 5, 2024**

QUALIFICATIONS STATEMENT CONTENT: Clarendon County intends to select and retain a contractor whose response to this “Request for Qualification Statement” best demonstrates ability to perform and comply with requirements herein. Verbal, faxed or emailed Qualification Statements will not be accepted.

All STATEMENTS must convey all of the information requested in order to be considered responsive. The basic and governing language of the contract resulting from this solicitation shall be comprised of this document, including any attachments and Addendums, and the successful offeror’s signed submittal.

QUALIFICATION STATEMENT ORDER:

Please include the following specific items which will assist in the evaluation of all statements:

- 1. Qualifications**
 - a. Brief history of firm.
 - b. Previous experience of similar projects.
 - c. Resumes of key personnel available for this project.
 - d. Location of the office to perform the work.

- 2. Performance on Previous Projects**

- a. On-time/in-budget performance on projects.
- b. At least three (3) references with telephone numbers.

3. Sub-consultants (if used)

- a. Provide a listing of all sub-consultants which are proposed to be a part of the team. Include responsibilities and qualifications for each sub-consultant.

4. Present work load

- a. Key staff assignments through project period.
- b. Commitments -vs- resources.

5. EEO policy

6. Supplemental information which you feel is important for us to consider your firm.

SECTION II: TERMS AND CONDITIONS

ADDENDUMS: All Addenda to and interpretations of this solicitation shall be in writing from the Procurement Director, Clarendon County. Any errors or omissions requiring correction shall be brought to the Procurement Director's attention immediately. The Procurement Director shall not be legally bound by any Addendum or interpretation that is not in writing. It is the offeror's sole responsibility to ensure that these documents are received by the Procurement Director (or office) any time prior to the advertised deadline.

ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Director.

BANKRUPTCY: (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CANCELLATION/REJECTION: Clarendon County reserves the right to accept or reject any, all or any part of statements received as a result of this request, to waive any informalities or to cancel in part or in its entirety this request, if it is in its best interest to do so. Clarendon County will be sole judge as to whether statements submitted meet all requirements. This solicitation does not commit Clarendon County to award a contract, to pay any cost incurred in the preparation of statements or to procure services. Clarendon County is an equal opportunity employer.

CERTIFICATE OF INSURANCE: A copy of your 'Certificate of Insurance' **must** be submitted with your Qualifications Statement. For any CONTRACTOR visiting on-site in Clarendon County, providing consulting, evaluation or other services, for the protection of Clarendon County, CONTRACTOR shall maintain throughout the performance of its obligations under this Agreement a policy or policies of **WORKER'S COMPENSATION INSURANCE** with such limits as may be required by law, and a policy or policies of **GENERAL LIABILITY INSURANCE** with limits sufficient to cover any loss or potential loss resulting from this contract insuring against liability for injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the CONTRACTOR or any of its subcontractors or their respective officers, directors, employees or agents and a policy or policies of **AUTOMOBILE LIABILITY INSURANCE** with such limits as may be required by law insuring against

liability for injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the CONTRACTOR or any of its subcontractors or their respective officers, directors, employees or agents while operating their vehicle(s) on Clarendon County property.

Successful Offeror/CONTRACTOR will be required to and must agree to maintain WORKER'S COMPENSATION throughout the duration of this contract.

COMPETITION: This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested offeror to notify the Procurement Director in writing so as to be received five (5) days prior to the date statements are due.

COMPLIANCE WITH LAWS: Contractor agrees to comply with any applicable federal, state and local laws and regulations.

CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed to the Clarendon County Procurement, 411 Sunset Drive, Manning, SC 29102

CONTRACT TERMS: The contract shall be subject to approval by Clarendon County, with the concurrence from the SC Department of Transportation. This solicitation will result in an Indefinite Quantity Contract (IDQ). The following Requirement Contract Terms shall apply:

- Contract will be for a **2 Year Term not to exceed \$300,000**
- No single Project Delivery may exceed **\$100,000**
- The form of the Contract shall be a **Clarendon County Term Contract**

DEFAULT: Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, Clarendon County shall have the right to immediately terminate the contract. Such termination shall not relieve Contractor of any liability to Clarendon County for damages sustained by virtue of any breach by Contractor.

Termination--Funding. Should funding for this contract be discontinued, Clarendon County shall have the right to terminate the contract immediately upon written notice to Contractor.

Termination--Notice. Clarendon County may terminate this contract at any time upon written notice to Contractor.

Warranty and Responsibilities. Any failure of Contractor to provide goods or services or otherwise perform pursuant to this contract, including, without limitation, interruption or delay, that is due to failure of any services, individually or in combination, to successfully transition and/or to provide correct results as set forth in this document, shall not be *force majeure*, and shall be a breach of this contract. This applies to any failure of Contractor to perform and/or subcontractors that are due to perform any services, individually or in combination.

DISPUTES: The laws of South Carolina shall govern this Agreement. All litigation arising under said Agreement shall be litigated only in a nonjury hearing in the Circuit Court within the Third Judicial Circuit of Clarendon County, South Carolina. Upon approval of the Circuit Court, any such action shall be referred to the Master-in-Equity for Clarendon County. The prevailing party shall be entitled to recover attorney's fees and the costs of said litigation.

EQUAL OPPORTUNITY: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

FALSE CLAIMS: According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any

chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

MINIMUM REQUIREMENTS: Clarendon County requires that all Qualification Statements provide satisfactory evidence of ability to furnish services in accordance with the terms and conditions contained herein. If your submittal fails to conform to the essential requirements of this solicitation, Clarendon County and Clarendon County alone will be the judge as to whether that variance is significant enough to consider your statement non-responsive.

MINORITY AND WOMAN-OWNED PROJECT GOALS FOR C-FUND CONTRACTS

For contracts that involve South Carolina Department of Transportation C-Funds (such as this contract) there is a goal of 5% minority and 5% woman-owned business enterprise subcontract participation. A list of certified minority and woman-owned disadvantaged business enterprises can be found at the SCDOT Web site http://www.scdot.org/doing/dbe_listing.shtml

NON-APPROPRIATIONS: Any contract entered into by Clarendon County or its departments, institutions, agencies, political subdivisions or other entities resulting from this solicitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

NON-INDEMNIFICATION: Any term or condition is void to the extent it requires the County to indemnify anyone.

PUBLICITY: Contractor shall not publish any comments or quotes by County employees or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Director.

PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT: Clarendon County requires all contractual activities to be in compliance with local, state, and federal mandates concerning "Protection of Human Health and Environment". Any contractor doing business with the County will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to "The Hazard Communication Standard" OSHA CFR 1910.1200 (scrr article 1,71-1910.1200). By submission of this proposal, the vendor agrees to take all necessary steps to insure compliance with these requirements.

PROTEST PROCEDURE: Any prospective respondent, who is aggrieved in connection with this RFQ shall protest in writing to the Procurement Director within five (5) calendar days of the date of issuance of the RFQ, or any amendment thereto. A protest shall be in writing, submitted to the Procurement Director, and shall set forth the specific grounds of the protest with enough particularity to give notice of the issues to be decided.

RESTRICTIONS APPLICABLE TO OFFERORS Violation of restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the SC state Ethics Act. (a) 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.* All communications must be solely with the Procurement Director or designee. This restriction may be lifted by express written permission from the Procurement Director. (b) Unless otherwise approved in writing by the Procurement Director *you agree not to give anything to any Using Governmental Unit.*

STATEMENT OF WORK: Clarendon County reserves the right to develop a separate Statement of work/task order list specific to each road/road groups for the duration of the contract.

SECTION III: SPECIAL TERMS & CONDITIONS

A period to allow for technical questions for this project has been established; please submit all technical questions in writing to the Clarendon County Procurement Director, e-mail is preferred **project@clarendoncountygov.org** on or before **July 18, 2024**

Contact with other departments or County representatives without permission of the Procurement Director may render your statement of qualification void.

PLEASE DO NOT INCLUDE A PRICED PROPOSAL

AWARD CRITERIA: Qualification Statements will be evaluated, qualified and ranked. A minimum of three (3) highest ranking offeror(s) will be selected for interviews; all offeror(s) will be notified in writing. The County anticipates that it will award a contract in a timely manner.

| | |
|--|-------------------|
| 1. Past performance | 20 points |
| 2. Ability of professional personnel | 20 points |
| 3. Demonstrated ability to meet time and budget requirements | 20 points |
| 4. Proximity to and knowledge of the locality of the project | 10 points |
| 5. Recent, current, and project work load | 10 points |
| 6. Creativity and insight related to the project | 10 points |
| 7. Related experience on similar projects | 10 points |
| TOTAL possible points | 100 points |

SECTION IV: STATEMENT OF WORK/TASK ORDER LIST

Clarendon County recognizes there are many activities that may be integral with transportation construction projects, such as underground utilities, landscaping, storm water management, and other civil engineering requirements. Successful offeror will perform engineering consulting services, such as, but but not limited to: preliminary design, construction inspection and final plans. All work shall be coordinated with the County Engineer and in accordance with South Carolina Department of Transportation Standard Drawings for Road Construction Booklet.

Projects work will consist of pre-selected roads or road groups pre-approved by the Clarendon County Transportation Committee (CCTC). The unpaved roads are in predominately residential areas of the County. Existing unpaved roads may be currently surfaced with crusher run stone and, in most cases, have some drainage features. Some of the unpaved roads may have dedicated right-of-way to work within, others will required working on only the existing road width ditch to ditch. Existing paved roads may be located in urban or rural residential areas of the county.

The Clarendon County Transportation Committee (CCTC) will identify and approve roads selected to be considered for construction. Funding and property acquisition may delay or dismiss a road from the list. All roadways identified will require recommended improvements to surfacing, to drainage and other required improvements as deemed appropriate. Clarendon County recycles road asphalt. Successful firm will be required to include the following verbiage in all construction documents for this project. *Asphalt millings that are collected on this project shall be re-used or stockpiled at a designated site for Clarendon County staff to collect. Costs associated with stockpiling/removing each day's milling debris shall be considered incidental and no additional compensation will be made.* Clarendon County reserves the right to develop an ENGINEERING WORK TASK LIST specific to each road or group of roads. WORK TASK ORDER LIST may include, but will not be limited to, the following:

- 1) Project Management

- a. Work scope and proposal development.
- b. Preparation and maintenance of the project schedule, including adding staff sub-consultants and other resources as needed to meet scheduled milestones.
- c. Conducting and/or assisting with the BID process.
- d. Monthly progress reports and analysis of cost versus progress.
- e. Scheduling and staffing project team meetings during both design and construction phases, including preparation of agendas and meeting notes.

2) Planning and Engineering

- a. Transportation system planning and analysis including modeling, alternatives analysis, and geometric evaluation.
- b. Perform traffic analyses which may include signal studies.
- c. Research “as-built” records and other historical data.
- d. Gather field information and other data, including utility information, existing conditions, traffic counts, geometry, and other salient features.
- e. Participate in preliminary design(s) preparation that may show roadway and existing utility configuration and rights-of-way location, including reports, traffic analysis, supporting data, survey information, and preliminary construction cost estimate(s). A specific project may require several design alternatives.
- f. Revise preliminary design as appropriate following County Engineer review, including possible downscaling to minimize need for rights-of-way acquisition.
- g. Submit preliminary engineering plans to County Engineer for final approval by the Clarendon County Transportation Committee (CCTC)
- h. Participate in public meetings, to include preparation of visual aids and provide assistance in the presentation of design concepts to public officials and the general public, if necessary.
- i. Assist County with Real Property Acquisition: including, but not limited to acquiring the necessary rights of way, drainage easements, slope permissions, etc. necessary to complete work assigned. The methods used shall be in accordance with current County practices.

3) Final Design

- a. Prepare pertinent final engineering plans.
- b. Prepare pertinent construction specifications, including contract special provisions and supplemental standard specifications for construction contract documents.
- c. Submit pertinent final plans, traffic plans and signal design, and other documents to the County Engineer for review and approval.
- d. Prepare pertinent permit applications as appropriate for a specific project.
- e. Attend utility, pre-bid, and pre-construction meetings if necessary.

4) Construction Engineering

- a. Provide pertinent engineering support during project.
- b. Provide pertinent inspection services.
- c. Review pertinent contractor's progress payment requests, and certify that quantities claimed accurately reflect work performed and materials supplied during the payment period.
- d. Review contractor pay requests, shop drawings, change order requests and other contract submittals.
- e. Provide pertinent record drawings as necessary and a set of “As Built” drawings following completion of construction.

5) Miscellaneous Requirements per road

- a. General description of road to be paved; must provide information on size and scope of work expected and a location map.
- b. Hourly rates for engineering services cumulative of various office functions
- c. Expected costs for third party associated work, ie., surveying, legal, testing, etc.
- d. Hourly rates for inspection and meetings
- e. Overall estimated cost of engineering and project cost
- f. Cost for plan and specification sets in hard copy and digital will be provided to the County. The County will expect no less than two sets of hard copy plans and a digital set as well. Prospective contractors may obtain sets from the engineer at his cost. A set will be available in the Clarendon County Procurement office and supplied to the Dodge plan room.
- g. A set of Record Drawings in hard copy and digital will be supplied to the County at no additional cost.
- h. Expected cost for Engineering in total for the project.