



**NOTICE DATE: NOVEMBER 11, 2008**

**OPENING DATE AND TIME: THURSDAY, DECEMBER 11,  
2008 AT 3:00 PM**

**REQUEST FOR SEALED PROPOSAL FROM ENGINEERING FIRMS  
QUALIFIED TO PROVIDE**

**ENGINEERING SERVICES FOR THE DESIGN AND ADMINISTRATION OF A  
CONSTRUCTION PROJECT OF ONE MILE OF ROAD IN BARNWELL  
COUNTY, SOUTH CAROLINA - 2008**

You are invited to submit sealed proposals in accordance with the requirements, which are contained herein.

It is required that your sealed proposals be submitted and received by the Barnwell County Business Office, Room 124, County Administration Building, 57 Wall Street, Barnwell, SC 29812 no later than 3:00 PM, Thursday, December 11, 2008.

This solicitation does not commit Barnwell County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for services.

Barnwell County reserves the right to reject any or all proposals if in the best interest of the County and to disqualify any engineering firm that does not comply with the provisions of the proposal package. Barnwell County also reserves the right to retain the services of the engineering firm for future road paving development projects in the event that additional roads are identified and programmed for paving.

## **PURPOSE**

Barnwell County is a political subdivision of the State of South Carolina.

Barnwell County is seeking sealed proposals from qualified engineering firms to provide services for the design and administration of a construction project of one mile of road in Barnwell County, South Carolina. Engineering firms interested in providing this service must comply with the minimum requirements outlined in the Scope of Work.

## **SCOPE OF WORK:**

- All Engineering firms interested in submitting their proposals are encouraged to contact Jamey Faircloth (803) 541-1110 before submitting a proposal.
- Before Project design begins, a representative from the Engineering firm must meet with the Barnwell County Engineer, Jamey Faircloth (803-541-1110) to discuss details of the design.
- The roads are to be designed and administered in accordance with the SC Department of Transportation Standards for Highway Construction.
- The Engineering firm must provide Barnwell County with all costs necessary for the design and administration of a construction project of one mile of road with the exception of an inspector. The price should include every cost involved from surveying research to pre-bid meeting to bill reviewing to final inspection.
- Barnwell County is requesting the hourly rate for an inspector and the following services for future reference and other projects that may arise other than roads: Surveying, Construction Administration, Final Inspection, Drafting, Specification Preparation, Cost Estimates, Right of Way and Easement Research, Easement Plat Preparation, and Construction Inspector.
- The Engineering firm will be held accountable and responsible for all details of the design.
- The Engineering firm must agree to meet with the Barnwell County Engineer on a regular basis to discuss the design.
- The Engineering firm must have a representative to attend the pre-bid meeting and the pre-construction meeting.
- The Engineering firm must provide extra copies of plans and specifications for the contractors.
- The Engineering firm must provide a list of at least five references regarding similar services performed in the past.

### **Type of Contract**

Barnwell County intends to sign a contract with one engineering firm for the services requested in this RFP. To the extent that engineering firms choose to make joint proposals, one engineering firm must be designated the lead engineering firm to sign the contract and be the point of contact with Barnwell County.

### **Compliance with RFP Provisions Mandatory**

The engineering firm must meet all of the mandatory requirements set forth in this RFP. Failure to provide mandatory capability will result in the rejection of the engineering firm's proposal.

### **Preparation of RFP**

All proposals should be completed and carefully worded and must convey all the information requested by Barnwell County.

### **Questions**

Every effort has been made to ensure that all information needed by the engineering firm is included herein. If an engineering firm finds that it cannot complete a proposal without additional information, it may submit written questions to the Barnwell County Engineer. All replies to questions will be in writing. When a question received by Barnwell County is found to be already sufficiently answered in the RFP, that question will be returned to the Engineering firm with a reference to the part of the RFP containing the answer. All questions and written replies will be distributed to all engineering firms and will be regarded as a part hereof. No negotiations, decisions or actions shall be initiated by any engineering firm or potential engineering firm as a result of any verbal discussion with any Barnwell County representative or employee.

All questions in connection with the RFP shall be sent to the Barnwell County Engineer, County Administration Building, 57 Wall Street, Barnwell, SC 29812, faxed to the County Engineer at (803) 541-1111 or emailed to [jfaircl@barnwellsc.com](mailto:jfaircl@barnwellsc.com). Mark the envelope "Questions" for RFP: ENGINEERING SERVICES FOR THE DESIGN AND ADMINISTRATION OF A CONSTRUCTION PROJECT OF ONE MILE OF IN BARNWELL COUNTY, SOUTH CAROLINA - 2008. The deadline for this RFP is 3:00 p.m., Thursday, December 11, 2008.

### **Professional Liability Coverage**

The engineering firm shall submit with its proposal evidence that it has or can obtain professional liability coverage in an amount not less than one million dollars and that said coverage includes, but is not limited to the Scope of Work.

**Termination by Barnwell County**

Funds for this contract are payable from Barnwell County funds. In the event no funds or insufficient funds are appropriated and made available for payments due under this contract, then Barnwell County shall immediately notify the engineering firm of such occurrence, and this contract shall create no further obligation of Barnwell County as to such current or succeeding fiscal year and shall be null and void, except as to the portions of the payments herein agreed upon for funds which shall have been appropriated and budgeted. In such event, this contract shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Barnwell County of any kind whatsoever. No right of action or damages shall accrue to the benefit of the engineering firm as to that portion of this contract, which may so terminate. Barnwell County shall provide the successful engineering firm with notice not less than thirty (30) days before the date of cancellation, if such time is available. Otherwise, prompt notice will suffice. In the event of occurrence of the circumstances described immediately above, the engineering firm shall not prohibit or otherwise limit the rights of Barnwell County to pursue and contract for alternate solutions and remedies as deemed necessary by Barnwell County for the conduct of its affairs. All provisions stated herein shall apply to any amendment or the execution of any option to extend the contract.

**Approval of Use of Names**

The engineering firm shall not have the right to include Barnwell County's name in its published list of customers without prior approval. With regard to news release, only the name of the engineering firm, type and duration of contract may be used and then only with prior approval of Barnwell County. The engineering firm agrees not to publish or cite in any form any comments or quotes from Barnwell County Council members or staff. The engineering firm further agrees not to refer to any award of this contract to commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by Barnwell County.

**Employment of Personnel**

In all hiring or employment made possible by or resulting from the contract and in accordance with 45 CFR Parts 90 and 91 (1990), the engineering firm agrees that:

- (1) There shall be no discrimination against any employee or applicant for employment because of handicap, age, race, color, religion, sex, or national origin, and
- (2) Affirmative action shall be taken to insure that applicants are employed, and that
- (3) Employees are treated during employment without regard to their handicap, age, race, color, religion, sex, or national origin.

This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The engineering firm further agrees to give public notice in conspicuous places available to employees and applicants for employment setting forth the provisions of this section. All solicitations or advertisements for employees shall state that all qualified applicants shall receive consideration for employment without regard to handicap, age, race, color, religion, sex, or national origin. All inquiries made to the engineering firm concerning employment shall be answered without regard to handicap, age, race, color, religion, sex, or national origin. All responses to inquiries made to the engineering firm concerning employment made possible as a result of the contract shall conform to Federal, State, and local regulations.

### **Compliance with Codes, Ordinances, Industry Standards**

During the term of this contract, it shall be the engineering firm's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules and regulations, tariffs, and industry standards.

### **Assignment**

No contract or its provisions may be assigned, sublet, or transferred without the written consent of Barnwell County.

### **Safety Precautions**

Barnwell County assumes no responsibility with respect to accidents, illness, or claims arising out of any work undertaken with the assistance of funds paid under the contract. The engineering firm shall take the necessary steps to insure or protect itself and its personnel. The engineering firm agrees to comply with all applicable local, State, and Federal occupational and safety acts, rules, and regulations.

### **Political Activity**

The engineering firm shall comply with all applicable provisions of the Federal "Hatch Act" as amended.

**Restrictions for Lobbying**

In accordance with 31 U.S.C. 1352, funds received under this contract may not be expended to pay any person or influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. This restriction is applicable to all subcontractors and must be included in all subcontracts.

**Compliance with Federal Regulations**

State or Federal requirements that are more restrictive shall be followed.

**Americans with Disabilities Act (ADA)**

The engineering firm shall comply with the ADA, as applicable.

**Debarment Certification**

The engineering firm agrees to comply with the applicable provisions of 45 CFR Part 76 (1990).

**Audits and Reviews**

The engineering firm shall, throughout the life of the contract, participate in State and Federal audits. The engineering firm shall provide support to Barnwell County during any and all audits. The support shall include, but shall not be limited to, producing documentation, gathering data, preparing reports or correspondence, and assisting Barnwell County in responding to questions.

## **CONTENTS OF STATEMENT**

The proposal should contain information in sufficient detail, but not exceed 50 pages, to demonstrate the following:

### **Corporate Statement**

Outline the engineering firm's location, size, and history. Special emphasis should be placed in the engineering firm's presence in South Carolina, if any.

Statements must include a description of the engineering firm's senior projects staff, engineering firm resources, and the application of those resources to the project's needs.

The statements must include the professional resume of each individual who would be designated as a project manager or technical support team.

### **Rate Schedules**

Statement must include the engineering firm's standard rate schedules and that of any subcontractor used by the engineering firm for labor costs (direct and overhead) and reimbursable expenses including equipment, time, travel-related costs, telex/telephone charges, etc.

### **Subcontractors**

If the engineering firm proposes to use key professional personnel who are not employed by the engineering firm in a full time capacity, the engineering firm must include a resume(s) of the personnel, specifically designate what portion of the project the personnel will be responsible for and what percentage, in terms of time, of the project will be performed by such personnel. The engineering firm shall be professionally liable for the work of such personnel and shall provide assurance to Barnwell County that such personnel will devote sufficient time, which time shall be satisfactory to Barnwell County, to the project in order to carry out properly the designated project work.

### **Other information directly related to scope of work may be included**

## **EVALUATION OF PROPOSALS**

All proposals will be reviewed by the Deputy Administrator and County Engineer. The proposals will be evaluated based on the evaluation criteria set forth below. Discussions with representatives of the engineering firms regarding their qualifications may be held as needed.

Engineering firms may be asked to make formal presentations to Barnwell County at any time during the process. The County Administrator will negotiate a satisfactory contract with the selected engineering firm. If a satisfactory contract cannot be negotiated with the first ranked engineering firm, the County Administrator will negotiate with the second ranked engineering firm, and so forth, until a satisfactory contract is negotiated or Barnwell County determines to re-solicit the RFP.

### **Ranking Criteria**

Barnwell County will use the following criteria in ranking and selecting the engineering firm based upon the submitted proposals:

1. The experience of and special expertise and abilities of the engineering firm and key personnel with regard to designing roads for C Fund projects (25%)
2. The reputation of the engineering firm, with emphasis on projects completed in South Carolina (10%)
3. Location to Barnwell County (25%)
4. Ability of the engineering firm to complete work on similar projects on time and within budget (10%)
5. Cost and pricing information (30%)

***Total ranking points will not exceed 100 points.***

### **Project Timetable**

Price submitted in sealed proposal must remain firm for sixty (60) days after the deadline for submitting proposals.

**SUBMISSION OF PROPOSALS**

Submit **four** (4) copies of the RFP to:

Attn.: Nico M. Aguilar, III, Deputy Administrator  
Business Office, Room 124  
County Administration Building  
57 Wall Street  
Barnwell, SC 29812

All proposals must be received at the above address no later than Thursday, December 11, 2008 at 3:00 p.m. Any proposal not received by Barnwell County by that date and time and not completely responsive to the provisions of the RFP shall be rejected and shall not be evaluated.