

COUNTY OF DAUPHIN
COMMONWEALTH OF PENNSYLVANIA

REQUEST FOR PROPOSALS FOR COUNTY ENGINEER

I. INTRODUCTION

The County of Dauphin, Commonwealth of Pennsylvania (hereafter, County), seeks proposals for the services of a county engineer. The needs of the County and the proposed process are summarized below.

Background

Pursuant to 16 Pa. C.S.A. §§108 and 310(4)(i), the County is a county of the third class, the affairs of which “shall be legislated for and regulated by general laws * * * as fixed and appointed by this title [i.e., Title 16].” Pursuant to 16 Pa. C.S.A. §13501, “[t]he county commissioners may appoint a professional engineer in civil engineering or an engineering firm as the county engineer.” As for the term of such appointment, “[t]he engineer shall serve at the pleasure of the county commissioners.” Id.

Please note: By law, the county engineer maybe a person or an engineering firm. For now, the County is seeking proposals from both professional engineers and engineering firms. The County reserves the right to appoint as county engineer a professional engineer in civil engineering instead of an engineering firm. The County also reserves the right to appoint as county engineer an engineering firm, as it has done in the past.

Please further note: By law, the County is not required to appoint a county engineer. Instead, such an appointment is an option given to the County. Therefore, the County reserves the right to make no appointment of a county engineer and, instead, to engage engineers or engineering firms on a project-by-project basis.

By law, the duties of an appointed county engineer are four-fold:

- 1) prepare plans, specifications and estimates of all engineering work undertaken by the county;
 - 2) as necessary, furnish the county commissioners with reports, information or estimates on work;
 - 3) in general, perform all duties with reference to any county engineering work as the county commissioners may prescribe; and
 - 4) perform all duties relating to surveying as may be assigned by the county commissioners or by law.
- See 16 Pa. C.S.A. §13502.

Finally, consistent with their plenary corporate power, “[t]he county commissioners may make contracts for lawful purposes and for executing * * * the laws of this Commonwealth.” 16 Pa. C.S.A. §15100. Specifically, “[t]he county commissioners may make contracts * * * for all purposes expressly or impliedly authorized by law.” 16 Pa. C.S.A. §15101(e).

Consistent with such legal authority, a previous board of county commissioners appointed Herbert, Rowland & Grubic, Inc. (hereafter, HRG), as the county engineer. By Amended and Restated Agreement dated June 3, 2015, the County memorialized its appointment of HRG by entering into a written contract for engineering services. That contract is still in effect. Pursuant to the terms and conditions of that contract, HRG has agreed that it serves at the County’s pleasure, and that the County may terminate the contract without cause.

Please note: In October of 2024, the County entered an Agreement with HRG for the NBIS Inspection of Dauphin County bridges, 2025-2029. The work and services provided for in that Agreement are not part of the Scope of Services described below.

General Scope of Services

During the term of the appointment, the person or firm so appointed shall perform the work and render the services of an appointed county engineer. Such work and services shall be performed in accordance with engineering standards generally accepted in the United States of America and the standards for licensed Professional Engineers who practice in the

Commonwealth of Pennsylvania. All work to be performed and services to be rendered shall be done under the authorization of the County Commissioners. The work to be performed and the services to be rendered may not be subcontracted to, delegated to, or otherwise performed by third parties on behalf of the county engineer without the prior permission of the Dauphin County Commissioners.

The person or firm appointed county engineer shall acknowledge and agree that “[t]he corporate power of [Dauphin C]ounty shall be vested in the county commissioners. 16 Pa. C.S.A. §12107. The person or firm so appointed shall also acknowledge and agree that the county commissioners’ appointed solicitor shall have the duty to render all legal advice which may be required by the county commissioners, including advice required by the County’s director of purchasing. See 16 Pa. C.S.A. §§13301-13302. On matters involving County projects, the person or firm so appointed shall defer to the legal advice rendered by the solicitor.

The person or firm appointed county engineer shall not assume any such obligation, employment or restriction that would in any way interfere or be inconsistent with the services to be performed as county engineer. Specifically, the person or firm appointed county engineer may not, either directly or indirectly, be a party to or be interested in any contract or agreement between the County and any third party if such contract or agreement establishes liability against or indebtedness of the County. Conflict of interest prohibitions will be reviewed at the mandatory pre-proposal meeting (see discussion, infra.), and such prohibitions will be the subject of “bulletins” to be proposed by the County and sent to all qualified providers following the pre-proposal meeting. (See discussion, infra.)

Professional engineers and engineering firms not familiar with the County and its operations should consult the County’s website at www.dauphincounty.gov. All interested

engineering firms, regardless of size, should explain their expertise (if any), and such firms should identify the certifications, licenses and engineering concentrations held by or practiced by its engineers.

No person or firm will be considered for appointment as county engineer if enforcement or disciplinary action has been taken against them within the past three (3) years by any regulatory bodies. Moreover, no person or firm will be considered for appointment if there are pending or threatened regulatory investigations against them.

The person or firm appointed county engineer shall maintain liability insurance in amounts acceptable to the County, sufficient to fulfill their duties, and shall submit proof of such insurance to the County. (See, discussion, infra.) Such insurance may not be changed by the county engineer during the term of the appointment without the prior written consent of the County.

The County Commissioners anticipate making an appointment of a county engineer and signing a contract for professional services with such engineer in the near future. Final terms and conditions of the contract are negotiable. However, in both form and substance, the contract must meet with the approval of the Dauphin County Solicitor's Office.

Request for Proposals (RFP)

The County is issuing this RFP through its Office of Chief Clerk (hereafter, Chief Clerk). All questions concerning this RFP should be directed, **via email**, to:

Vincent Paese
Assistant Chief Clerk/Chief of Staff
2 South 2nd Street
Harrisburg, PA 17101
VPaese@dauphincounty.gov

A mandatory pre-proposal meeting will be held on October 6, 2025 at 2:00 P.M., at the following location:

Dauphin County Administration Building
4th Floor Public Meeting Room
2 South 2nd Street
Harrisburg, PA 17101

Attendance at this pre-proposal meeting is mandatory. Any otherwise qualified provider of engineering services who fails to attend the pre-proposal meeting will be disqualified from participating in this RFP process, and the County will not consider any proposal submitted by such a provider.

The County reserves the right to amend the RFP in response to questions raised or comments made prior to or at the pre-proposal meeting, as well as in response to questions or comments that are timely raised following the pre-proposal meeting. All such amendments shall be prepared by the County and sent as “bulletins,” via email, to all qualified providers in attendance and registered at the pre-proposal meeting.

This RFP is not a competitive bid, and the County shall not be required to award a contract to the maker of the lowest responsible proposal. To the contrary, **consistent with state law, any award of a contract to a qualified provider shall be based upon the proposal that best meets the needs of the County, as determined by the County Commissioners, in accordance with criteria established in this RFP.**

The County specifically reserves the right to make no award of a contract for engineering services. The County shall not be liable for any costs or expenses incurred by anyone in connection with the preparation of a proposal in response to this RFP. To the contrary, **all costs and expenses (including time) incurred in connection with the preparation of a proposal in**

response to this RFP shall be the sole and exclusive responsibility of the person or business making the proposal.

II. PROPOSAL INSTRUCTIONS

As previously explained, the County is inviting proposals from qualified providers for services as the appointed county engineer. As authorized by state law, a county engineer may be a professional engineer in civil engineering or an engineering firm (see discussion, supra).

Therefore, qualified individuals and firms are encouraged to respond to this RFP.

Attached hereto at **Exhibit 1** is a specific “scope of work” for the proposed appointment. That scope of work contains a description (with location) of existing projects requiring engineering services. **Exhibit 1** also contains a brief description of proposed or anticipated projects to be undertaken by the County in the foreseeable future.

The County reserves the right to modify or change **Exhibit 1** during the RFP process. All such modifications or changes will be made by written bulletins issued to all registered, qualified providers after the pre-proposal meeting.

Additional information on County projects will be provided at the pre-proposal meeting.

The County might select only one qualified provider to perform all of the work required of an appointed county engineer. However, as indicated, the County seeks proposals from both professional engineers and engineering firms. Proposals from individual engineers should, (i) identify which professional services the individual proposes to provide, and (ii) explain how the individual intends to obtain the services of additional engineers necessary to fully address the County’s engineering needs. Likewise, small engineering firms should (i) identify which professional services the firm proposes to provide (including CV of personnel intended to be

assigned to the County projects), and (ii) explain how they intend to obtain the professional services of additional engineers necessary to fully address the County’s engineering needs.

The qualified provider selected for final negotiations will be required to demonstrate how the appointment will be successfully undertaken and completed. Therefore, all proposals should clearly explain how the qualified provider will successfully undertake and complete the “scope of work” (see **Exhibit 1**), regardless of whether the provider is an individual or an engineering firm.

Although project cost is an important factor, it shall not be the sole determining factor. To the contrary, the County will select a qualified provider that best meets the needs of the County in accordance with the criteria established by this RFP, including any bulletins issued following the pre-proposal meeting.

III. RFP PROCEDURES

As indicated, a mandatory pre-proposal meeting will be held at the Dauphin County Administrative Building, 4th Floor Public Meeting Room, on October 6, 2025 at 2:00 P.M. (see page 4). Throughout the RFP process, the point of contact for all qualified providers will be the County’s Vincent Paese.

Proposals must be received by October 31, 2025 at 2:00 P.M. **Late proposals will be returned unopened.** One original and five (5) copies of the proposal are required to be delivered in a sealed envelope, identified as follows:

PROPOSAL: Engineering Services Contract for Dauphin County

ATTN.: Vincent Paese
Dauphin County Administrative Building
4th Floor
2 South 2nd Street
Harrisburg, PA 17101

In addition, please deliver a PDF version of the entire proposal to Vincent Paese at VPaese@dauphincounty.gov.

Any proposal may be withdrawn or modified by written request of the qualified provider, provided that such request is received by the County (attn.: Vincent Paese) prior to the date and time set for receipt of proposals.

The Pennsylvania Right-to-Know Law provides access to documents considered “public records” under the law. All proposals will become “public records,” subject to public review, once a contract is awarded.

Consistent with the Pennsylvania Anti-bid Rigging Act, 73 P.S. §1611 et seq., all qualified providers are required to complete and submit with their proposals a non-collusion affidavit, the form of which is attached hereto at **Exhibit 2**.

As indicated, during the RFP process, the County may issue bulletins to qualified providers that attend the mandatory pre-proposal meeting. All such bulletins are to be used for purposes of preparing proposals, and all such bulletins will become part of the contract for engineering services. Failure of a qualified provider to acknowledge receipt of any such bulletins may be sufficient cause for rejection of the proposal.

IV. INSURANCE

The successful qualified provider (i.e., the appointed county engineer) in no circumstances may commence work without the due issuance of policies for all the insurance coverage specified in the contract.

Throughout the term of the county engineer’s appointment, the qualified provider will agree to procure and maintain the following types of insurance coverage:

- (i) workers’ compensation – Pennsylvania statutory limits;

- (ii) commercial general liability – one million dollars per occurrence, including contractual liability for agreement with County; two million dollars general aggregate (other than products/completed operations); two million dollars general liability (products/completed operations);
- (iii) business automobile liability, including owned, non-owned and hired car coverage – combined single limit, one million dollars per accident; and
- (iv) umbrella liability – two million per occurrence and in the aggregate.

The successful qualified provider shall cause the commercial general liability insurance to include the County as an additional insured for claims caused in whole or in part by the provider's negligent acts or omissions during the term of its appointment.

V. SELECTION CRITERIA

Consideration will be given to the qualified provider's demonstration of capabilities, experience and reputation in undertakings similar to those described in this RFP. Similar experience will be understood to include any municipal engineering work, regardless of the size of the municipality.

Consideration will also be given to proposals demonstrating an ability to carry out the tasks and responsibilities outlined in the proposal, and the performance of all contract obligations throughout the term of the appointment, in a prompt and efficient manner.

Consideration will also be given to proposals that demonstrate an ability and willingness to cooperate with the County's solicitor and purchasing director.

VI. CONCLUSION

As indicated, all questions concerning this RFP should be directed to the County's Vincent Paese (see page 4).

Dauphin County thanks you in advance for considering this RFP.

By Order of the Dauphin County
Board of Commissioners

Date: September 19, 2025

Exhibit #1

Scope of Work

The following list of current and future engineering projects has been compiled to give prospective respondents an idea of the work the County will need over the next two years. This list is not exhaustive, and the awarding of the proposal does not entitle the chosen respondent to all work listed.

- New restroom building and pavilion at Wiconisco Creek Park
- New playground at Lykens Glen Park
- New restroom / accessible walkways / driveway / crosswalk & island / traffic calming measures / accessible pathway at Fort Hunter Park
- New driveway / parking lot / multi-use trail development at Fort Hunter Conservancy
- New driveway / parking lot to future Conservation Center (130 Clarks Valley Rd. house) from Clarks Valley Road at Detweiler Park
- Nature Center remodel at Wildwood Park
- Wildwood Lake Restoration
- Master Site Plan at Lykens Glen Park
- Adaptive Reuse design and construction - Detweiler Barn conversion to open market space
- Wildwood trail accessibility improvements / Paxton Creek streambank stabilization (combined)
- Entry and exit parking lot area for 12-1-05 MDJ H. Johnson
- Re-pave EMA/Schaffner parking lot
- Courthouse elevator modernization
- Maintenance on County Bridges including but not limited to: Stream Debris Removal; Concrete deck beam, and barrier repairs; Shoulder erosion repair; guide rail repairs; resealing bridge joints; superstructure replacement

Exhibit #2

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti-bid Rigging Act, 62 Pa.C.S.A. § 4501 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. *Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.*

NON-COLLUSION AFFIDAVIT

Bid Name/Date _____

State of _____ :
County of _____ :S.S.

I state that I, the undersigned, am _____ of _____
[Title] [Name of my firm]

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____, its affiliates,
[Name of my firm]

subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and
[Name of my firm]

acknowledges that the above representations are material and important, and will be relied on by DAUPHIN COUNTY in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from DAUPHIN COUNTY of the true facts relating to the submission of bids for this contract.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, _____

[Name and Company Position]

[Signature]

My Commission Expires

Notary Public