

SEALED PROPOSAL	07-04-P, Engineering Services/NPDES Program Compliance	
AIKEN COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina	Mail or Carry Proposals to: Central Procurement Division Room 216 828 Richland Ave., W. Aiken, SC 29801 Telephone #: (803) 642-1542	
Proposals will be received until 3:00 p.m. on November 6, 2006 and then Publicly Opened in Room 216		

Vendor Name: _____ Federal ID #: _____

Address: _____ Local Preference? Yes No (See general conditions)

City, State Zip: _____

Telephone #. () _____ Fax #. () _____ e-mail _____

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal, that I have read and understand all instructions and conditions in the proposal document, and verify that I am authorized to sign this proposal for the offerer. I further state that the company affiliated with this proposal currently complies with all applicable federal and state laws and directives relative to non-discriminatory practices in employment, and is not currently barred or suspended from bidding with any government organization.

Signature: _____

Name (type/printed): _____ Title: _____

INSTRUCTIONS TO OFFERERS

1. **Submit proposals in a sealed envelope with the proposal number as well as the time and date for opening prominently marked on the outside.**
2. Proposals must be submitted to or at the time, date and exact location specified to be considered. No late proposals, telegraphic, or telephonic proposals will be accepted.
3. An authorized officer or employee of the offeror shall sign all proposals.
4. All information requested of the offeror shall be entered in the appropriate space on the original forms. Failure to do so may be grounds for disqualification.
5. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrected prior to submission, if initialed by the person signing the proposal.

6. Corrections and/or modifications received after the closing time specified will not be accepted.
7. Time of delivery, defined as the number of calendar days between receipt of the order by the offeror and the receipt of goods or services by Aiken County, may be considered as one factor in determining the award.
8. Prices will be considered net if no discount is shown.

GENERAL CONDITIONS

1. Aiken County reserves the right to award proposals received on the basis of individual items, groups of items, or the entire list of items; to reject any and all proposals; and to waive any technicalities.
2. Unit prices will govern over extended prices.
3. In case of tie proposals, price and quality being equal, preference shall be given to Aiken County vendors. In every case, Aiken County reserves the right to make awards deemed to be in the best interest of the County.
4. The Evaluation of the proposals and the determination as to the equality of the product offered is the responsibility of Aiken County, and will be based on information furnished by the offeror in the proposal.
5. Unless otherwise indicated in the proposal notice, prices must be firm, and remain in effect for ninety (90) days. Ambiguous proposals, which are uncertain as to fees, delivery, or compliance with specifications, may be rejected or disregarded.
6. Brand names and numbers, when used, are for reference only to indicate character or quality desired and do not indicate a preference.
7. Equal items will be considered; equal items shall state the brand name or quality; and Aiken County's determination of what shall constitute equality shall be final and conclusive.
8. When the offeror does not state brand name, number, or level of quality, it is understood that the offer is exactly as specified.
9. Sales, use, or excise taxes must not be included as any part of the proposal price. These taxes, as well as any handling and shipping charges, must be shown as separate items. Shipping charges will be considered as a factor in determining awards.
10. Samples of any articles deemed necessary shall be furnished free of any cost to Aiken County. These samples may be retained for future comparisons. Any samples not destroyed by testing or not retained for comparisons will be returned to the offeror at the offeror's expense upon request.
11. Aiken County does not assume responsibility for any costs incurred during the preparation of this proposal.

12. The successful offeror shall indemnify and hold harmless Aiken County, its officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trade mark, or copyright.
13. In case of default by contractor, Aiken County reserves the right to purchase any or all items in default in open market, charging the contractor with any excess costs. Periods of performance may be extended if the facts as to the cause of delay are justified in the opinion of the proper Aiken County officials.
14. Aiken County uses local preference for the purpose of determining the low offeror. Vendors who maintain a place of business in Aiken County, and have done so for at least 90 days, qualify for local preference. A factor of 5% for prices under \$5,000, 4% for prices between \$5,000 and \$10,000 and 3% for prices over \$10,000 will be added to proposals, which do not qualify, up to \$2000.00. Vendors should check the appropriate box on the front of the proposal invitation to indicate their status.

GENERAL PROVISIONS

1. **ORDER OF PRECEDENCE:** In the event of inconsistency between the provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (A) Aiken County Ordinance Number 87-5-25 and amendments, (B) The bidding schedule, (C) General Provisions, (D) Instructions to Offerors, and General conditions, (E) Other provisions of the contract whether incorporated by reference or otherwise, and (F) the Specifications.
2. **S.C. LAW CLAUSE:** Upon award of a contract or Purchase Order under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina that require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
3. **EXCUSABLE DELAY:** The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the fault of a subcontractor, and if such default arises out of control of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

4. The offerer must assume that any purchase, responsibility, insurance, and action or activity which is necessary for the satisfactory operation of the services requested in the invitation to proposal, but which is not specifically designated as an Aiken County responsibility, is a responsibility of the Contractor's operation, and the offeror shall include these in the response to this invitation to proposal accordingly.

**PROPOSAL PROCEDURES MUST COMPLY WITH THE PROVISIONS OF THE AIKEN COUNTY PURCHASING
ORDINANCE**

Aiken County
Engineering Services for the NPDES Program

Project Scope

Project Description: The Aiken County Department of Public Works & Engineering is requesting written proposals to provide all the necessary labor, tools, and equipment to review the current Aiken County NPDES program and provide the necessary guidance to move the program into compliance with the current SCDHEC Permit Regulations. Work shall include review of current program, creation of an action plan forward, and other tasks are listed in the description of work. The Proposals must be received by mail or hand delivered to the place listed and before the closing time specified.

Owner Contact: Engineers are instructed to direct all inquires regarding this proposal with the Office of the County Engineer, Attn. Mr. Scottie Hutson, Engineering Technician II, 828 Richland Avenue, West, Aiken, South Carolina 29801, telephone number (803) 642-1535 between the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday.

General:

Description of Work: The overall general purpose of this project is to prepare the following:

- A summary of the current Aiken County stormwater management program, including existing ordinances and regulations
- An evaluation of current programs as they relate to NPDES requirements.
- A compliance schedule with key milestone dates.
- An evaluation of the current cost estimates and funding mechanism.

Time of Completion: The time of completion is (30) calendar days and the work must commence on or before a date to be specified in a written “Notice to Proceed” and to fully complete the project within the consecutive days thereafter, excluding major holidays.

Proposal Requirements: Included in the proposal should be the hourly rate for services and a “Not to Exceed” price to complete the required work within the time frame given.

NPDES Background:

As a result of the expansion of the existing National Pollutant Discharge Elimination System (NPDES) Stormwater Program, designated Phase II communities were required to submit individual applications outlining their steps for becoming compliant with new NPDES requirements by March 10, 2003.

The Phase II General Permit has been issued by SCDHEC and became effective on March 1, 2006. The draft general permit includes six minimum control measures that a permitted entity must meet. The following excerpts regarding each Control Measure come from the draft general permit:

The Six Minimum Control Measures

1. *Public Education and Outreach Program:* “Implement a public education program to distribute educational material to the community or conduct equivalent outreach activities about the

impacts of stormwater discharges on water bodies and the steps that the public can take to reduce pollutants in stormwater runoff.

2. ***Public Involvement and Participation:*** “Include the public in developing, implementing and reviewing your stormwater management program and make efforts to reach out and engage all economic and ethnic groups. . .”
3. ***Illicit Discharge Detection and Elimination:*** “Develop, implement and enforce a program to detect and eliminate illicit discharges. . .”
4. ***Construction Site Stormwater Runoff Control:*** “Develop, implement and enforce a program to reduce pollutants in any stormwater runoff from construction activities that result in a land disturbance of greater than or equal to one acres.”
5. ***Post-Construction Stormwater Management in New Development and Redevelopment:*** “Develop, implement and enforce a program to address stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre, including projects less than one acre that are a part of a larger common plan of development or sale, that discharge stormwater.”
6. ***Pollution Prevention and Good Housekeeping for Municipal Operations:*** Develop and implement an operation and maintenance program with the ultimate goal of preventing or reducing pollutant runoff from municipal operations.