

**REQUEST FOR PROPOSALS**

**OKATIE VILLAGE QUALITY PROTECTION PLAN**  
**BEAUFORT, SOUTH CAROLINA**

**RFP # 3918/090351**

**February 6, 2008**

Beaufort County is requesting competitive sealed proposals from interested firms in accordance with the solicitation contained within.

**A pre-proposal conference will be held at 9:00 a.m. at Beaufort County Public Works Division's Conference Room, 120 Shanklin Road, Beaufort, SC on Friday, February 27, 2009.** All Offerors are strongly encouraged to attend.

In order for your proposal considered, it must be submitted to the Beaufort County Purchasing Director, Building #2, Beaufort Industrial Village, Beaufort, SC no later than **5:00 p.m. on Thursday, March 12, 2009**, at which time respondents to this request will be recorded in the presence of one or more witnesses. Proposals received by the Purchasing Director after the time specified will be returned to the Offeror unopened. The identity of any Offeror or the contents of any proposal shall not be public information until after the final selection of a firm has been completed according to schedule.

**Interested qualified firms may request a Proposal Information Package from the Beaufort County Engineer, 102 Industrial Village Road, Building #3, Beaufort Industrial Village, Beaufort SC or PO Drawer 1228, Beaufort, SC 29901-1228. Contact number for the Engineering Division is (843) 470-2625. Fax is (843) 470-2630.**

The proposal must be signed by an official authorized to bind the Offeror for a period of at least 90 days from the closing date for submission of proposals. Proposals must be submitted in a sealed opaque envelope showing the above RFP number, opening date, and title.

All submittals (see Part VII, Submission Requirements) received in response to this Request for Proposals will be rated by County Selection Committee, based upon the Evaluation Criteria as list in Part IV. If the best Offeror is clearly identified from the point summary, there will not be a need for oral presentations. If not, then an oral presentation from a minimum of the top two rated firms shall be required.

This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the preparation of a proposal, or to contract for services. The County reserves the right to reject any or all proposals received as a result of this request, or to cancel in part or in entirety the effort if it is on the best interest of the County to do so.

BEAUFORT COUNTY

Robert E. Klink, PE  
County Engineer

REK/mjh

# Okatie Village Water Quality Protection Plan

## PART I

### INTRODUCTION

The scope of work/services for this contract will consist of the development of a predictive storm water model for the proposed Okatie Village Development. The model will be calibrated with monitoring data and will be compatible with modeling performed for the BC SW Management Plan and modeling to be performed by SC DHEC as part of the Okatie TMDL. The model will allow prediction of WQ impacts from various development alternatives.

It is expected that this effort will be completed within one (1) year of notice to proceed.

## PART II

### SCOPE OF WORK

#### 1. Work Product Provided by Others

- a. A pre-development hydrologic and hydraulic runoff (water quantity) model of the existing site will be provided by the Developer's Engineer. The provided model will utilize the Advanced Interconnected Channel and Pond Routing (ICPR) computer model by Streamline Technologies.
- b. The Developer will provide four (4) months WQ monitoring data collected at nine locations surrounding and within the project site.
- c. A post-development hydrologic and hydraulic runoff model of the proposed development will be provided by the Developer's Engineer. The provided model will utilize the Advanced Interconnected Channel and Pond Routing (ICPR) computer model by Streamline Technologies.
- d. The Developer's Engineer will provide a Stormwater Master Plan defining the conceptual design for BMP treatment trains for all development parcels on the site.

#### 2. Proposer Responsibilities

The anticipated services shall include, but are not limited to the following:

- a. Preparation of a Baseline (pre-development) water-quality model of the existing development site – The Baseline WQ model will be developed as follows:
  - i. The modeling will be accomplished using a dynamic water-quality modeling software such as the Environmental Protection Agency (EPA) Storm Water Management Model (SWMM).
  - ii. The model will consider existing land uses, soil properties, and typical event mean concentration (EMC) data for different land use types.

- iii. The model will establish theoretical pollutant load estimates at the primary site outfall locations.
- iv. The model will be calibrated using measured rainfall and pollutant monitoring data.

The calibrated model results will be used to evaluate the post-development water-quality model and will identify Baseline Pollutant Levels.

- b. Baseline WQ Monitoring – Additional monitoring to be conducted under this scope will be performed as follows:
  - i. Data will be collected for at least 4 additional months at up to 11 locations.
  - ii. Four (4) of the monitoring locations are to be collected within 4 hours of samples collected by SCDHEC at Station 18-17 in the Okatie River.
  - iii. The remaining seven (7) locations are to be sampled during or shortly after rain events of one-half (0.5) inches or more of rainfall; in any event, sample timing shall ensure that base flow runoff from the site is present.
  - iv. Monitoring data are to be collected for pH, turbidity, salinity, dissolved oxygen, fecal coliform, total phosphorus, total nitrogen, and biochemical oxygen demand. Tidal cycle should also be noted.
- c. Preparation of a Post-Development Water Quality Model – The Post Development WQ model will be prepared as follows:
  - i. Proposed land uses, typical BMP treatment efficiencies from the Beaufort County BMP Manual, and water-quality standards in the adjacent water bodies will be considered.
  - ii. The calibrated Baseline WQ Model will be used as a template in the preparation of the Post-Development WQ Model.
  - iii. Estimations will be made of the future pollutant loads from the development's discharge points after treatment by the proposed BMPs. WQ impacts of increased runoff volume will be provided.
  - iv. Suggest alternatives to Okatie Village Stormwater Master Plan to achieve WQ goals and potential TMDL FC loads.
- d. Stakeholder Coordination (meetings can be grouped)
  - i. Beaufort County Engineering/Stormwater – Monthly
  - ii. Developers and their engineer – Monthly or as necessary

iii. SCDHEC –TMDL personnel – Bi-monthly

### **3. Reserved Rights**

The County shall not be responsible for any of the costs associated with responding to this request for qualifications and all submitted materials shall become the property of the County. Furthermore, the County expressly reserves the right and options to:

- Reject any or all consultants and re-advertise if deemed necessary;
- Waive any or all formalities and technicalities;
- Approve, disapprove or cancel all services associated with the project.

The County has yet to decide whether to select one or more other firms to provide some or all of the professional services described in Part III of this document. All selected firms will perform such services under the direct supervision of the Beaufort County Engineer.

### **4. Selection & Notification**

The selected firms will be given written notification of being selected by the County. This work may be awarded in whole or in part at the sole discretion of the County. The County will negotiate and execute a contract with the selected firm(s) prior to the beginning of the actual services. Should contract negotiations fail, the County will negotiate with one or the other highly ranked firms. In general, the contract will comply with applicable laws and standard provisions and shall contain the following terms:

- Detailed scope of services
- Schedule for providing services
- Cost of services

**PART III**

**EVALUATION CRITERIA**

DATE: \_\_\_\_\_

RFP#: 3918/090351

TITLE: Okatie Village Water Quality Protection Plan

OFFEROR: \_\_\_\_\_

	<u>POINT RANGE</u>	<u>POINTS ASSIGNED</u>
1.0 Demonstrated understanding of the scope of the project to be undertaken.	<u>Points</u>	_____
2.0 Ability to respond and complete the work in a timely manner.	<u>Points</u>	_____
3.0 Qualifications, experience & technical competence of the (a) firm, (b) specific individual's, strengths of ( c ) sub-consultants that are a part of the project team.	<u>Points</u>	_____
4.0 Specific related experience in terms of type and scope of past projects.	<u>Points</u>	_____
5.0 Approach to the storm water modeling process and ability to meet objectives on projects of this scope and complexity of this proposed project including overall project duration.	<u>Points</u>	_____
6.0 Demonstrated opportunities for innovation, value engineering and/or cost saving alternatives for this project	<u>Points</u>	_____
7.0 Reasonableness of Fees	<u>Points</u>	_____
8.0 Local Preference	<u>Points</u>	_____
<b>TOTAL POINTS</b>	<b>Points</b>	_____

## **PART IV**

### **CONTRACTUAL REQUIREMENTS**

- 1.0 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 default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the 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.
- 2.0 S.C. LAW CLAUSE: Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. 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 Beaufort County, by submission of this signed proposal the offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, as to all matters and disputes arising or to arise under the contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.
- 3.0 OFFEROR'S QUALIFICATIONS: Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this proposal. The Purchasing Department reserves the right to make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.
- 4.0 OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.
- 5.0 AFFIRMATIVE ACTION: The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.
- 6.0 PRIME CONTRACTOR RESPONSIBILITIES: The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. The County will consider the Contractor to be the sole point of contact with regard to contractual matters.
- 7.0 SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful offeror will also furnish the corporate or company name and the names of the officers of any

subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.

- 8.0 OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
- 9.0 NONRESIDENT TAXPAYERS: If the offeror is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A)(2)(3) of S.C. Code of Laws (1976) as amended.
- 10.0 ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.
- 11.0 INSURANCE REQUIREMENTS: Prior to commencing work hereunder, Contractor, at his expense, shall furnish insurance certificate showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Director and with a special notation naming Beaufort County as an additional insured on the liability coverage. If not otherwise specified, the minimum coverage shall be as follows:
- (A) Worker's Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
  - (B) Comprehensive General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least \$500,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$500,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$1,000,000 COMBINED SINGLE LIMIT.
  - (C) Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$500,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$100,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$1,000,00 COMBINED SINGLE LIMIT.
  - (D) Umbrella Liability Insurance – Required at \$1,000,000 limit per occurrence.
  - (E) Errors and Omission Insurance – Required at \$3,000,000 limit per occurrence.
  - (F) The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
  - (G) The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the

policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

- (H) The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

12.0 INDEMNITY:

The Contractor hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

13.0 TERMINATION FOR DEFAULT:

13.1 The performance of Work under the Agreement may be terminated by the Purchasing Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Purchasing shall determine that the Contractor has failed to meet the performance requirements of this Agreement.

13.2 The Purchasing Director has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

14.0 TERMINATION FOR CONVENIENCE: The County may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, and adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience.

**PART V**

**SPECIAL INSTRUCTIONS**

1.0 INTENT TO PERFORM: It is the intent and purpose of Beaufort County that this request permits competition. It shall be the offeror's responsibility to advise the Purchasing Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Purchasing Department not later than ten (10) days prior to the proposal opening date. A review of such notifications will be made.

2.0 RECEIPT OF PROPOSAL: Proposals, amendments thereto, or withdrawal requests received after the time advertised for proposal opening will be void, regardless of when they were mailed.

3.0 PREPARATION OF PROPOSAL

3.1 All proposals should be complete and carefully worded and must convey all of the information requested by the County. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to reject the proposal.

3.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

3.3 Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

3.4 If your proposal includes any comment over and above the specific information requested in our Request for Proposal (RFP), you are to include this information as a separate appendix to your proposal.

4.0 AMENDMENTS: If it becomes necessary to revise any part of the RFP, an amendment will be provided to all offerors who received the original Request for Proposal. The County shall not be legally bound by an amendment or interpretation that is not in writing.

5.0 ADDITIONAL INFORMATION: Offerors requiring additional information may submit their questions, in writing to the Purchasing Department. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.

6.0 ORAL PRESENTATION/DISCUSSIONS: Any offeror or all offerors may be requested to make an oral presentation of their proposal to the County, after the proposal opening. Discussions may be conducted with responsible offerors, who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirement.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. The purpose of these presentations/discussions will be to:

- (A) Determine in greater detail such offeror's qualifications.
- (B) Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.
- (C) Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.
- (D) Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.

- 7.0 FUNDING: The offeror shall agree that funds expended for the purposes of the contact must be appropriated by the County Council for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
- 8.0 AWARD: An award resulting from this request shall be awarded to the responsive and responsible offeror whose proposal is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received, and in all cases the County will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.
- 9.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION: No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this RFP, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. **All offerors, therefore, must visibly mark as "Confidential" each part of their proposal, which they consider to contain proprietary information.**
- 10.0 DEVIATIONS: Any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.
- 11.0 ALTERNATES: Innovative alternative proposals are encouraged, provided however, that they are clearly identified as such and all deviations from the primary proposal are listed.
- 12.0 GRATUITIES: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or proposal therefore.
- 13.0 KICKBACKS: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.
- 14.0 PROTEST PROCEDURES
- 14.1 Right to Protest: Any actual or prospective bidder, offeror, or contractor who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The

protest must be accompanied by a detailed statement, indicating the reasons for such protest.

- 14.2 Authority to Resolve Protest: The Purchasing Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.
- 14.3 Decision: If the protest is not resolved by mutual agreement, the Purchasing Director shall issue a decision, in writing within ten (10) days. The decision shall,
  - (A) State the reasons for the action taken; and
  - (B) Inform the protestant of its right to administrative review as provided in this Section.
- 14.4 Notice of Decision: A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
- 14.5 Finality of Decision: A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or
  - (A) Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.
  - (B) Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.
- 15.0 Value Engineering Alternatives: Are encouraged and, if submitted, must contain a detailed listing of all changes recommended. A separate cost page (s) must be submitted with these, clearly identifying the proposal as a value engineering alternative.

## **PART VI**

### **SUBMISSION REQUIREMENTS**

To achieve a uniform review process and allow for adequate comparability, the proposals must be organized in the manner specified below:

- 1.0 Letter of Transmittal - limit to four printed pages.
  - 1.1 Briefly state your firm's understanding of the work to be done, and make positive commitment to perform the work.
  - 1.2 Identify your proposal's principal strengths.
  - 1.3 Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses, and telephone numbers.

- 1.4 State whether or not your firm has been involved in any litigation within the past five (5) years, arising out of your performance. Explain fully if it has been involved in any litigation.
- 1.5 Indicate the number and dates of amendments that you have received.
- 2.0 Table of Contents – clearly identify the material, by section and page number.
- 3.0 Statement of qualifications in storm water quality monitoring, detailed information concerning the proposed project and successful completion of similar projects, subcontractor information, and successful past Beaufort County projects.
- 4.0 Unique qualifications that your firm could bring to the project. Include clear and measurable information that demonstrate your firm’s understanding of the relationship of the tasks undertaken to the overall objectives of the scope of work. If subconsultants are to be utilized, their experience and credentials should be presented along with a detailed explanation of how these firms will participate in the project engagement.
- 5.0 Provide specific information concerning your firm’s ability to provide storm water quality monitoring services. Experience in providing similar services, including any client references. Indicate understanding of general support requirements and capacity to provide and complete services in a timely manner.
- 6.0 An outline of the firm, or team, approach to the project process and the ability of the firm to meet project objectives. Proposed project plan listing, by tasks, anticipated subcontractors and reflecting overall time schedules.
- 1.0 List any exceptions to this RFP.
- 2.0 Completed Price Proposal and Certification (Exhibit A) and a supporting Schedule of Values and submit in a separate, sealed envelope contained within the RFP.
- 3.0 All price submittals should be in a separate, sealed envelope contained within the RFP.
- 10.0 Other information and materials which the proposer wishes to submit in support of his proposal, qualifications, etc.

**PRICE PROPOSAL AND CERTIFICATION**

The undersigned \_\_\_\_\_, having carefully examined the information

(Name of Offeror)

contained in the Beaufort County RFP Number # \_\_\_\_\_ dated \_\_\_\_\_, 2009, proposes to provide storm water quality monitoring services to Beaufort County Government, as outlined in this proposal, at the price and project time specified below:

In compliance with the Request for Proposal # \_\_\_\_\_, and subject to all conditions thereof, the undersigned agrees:

- ( a ) This quote, as stated, is open for acceptance for a period of 90 calendar days from the date of opening; and
- ( b ) To furnish all services, materials, and equipment necessary and incidental to perform the subject audits.

**CERTIFICATION**

**CONTRACTOR**

HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY GRANT OR CONTRACT WITHIN ANY GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

YES                      NO                      (IF "YES" GIVE NAME, ADDRESS, AND TELEPHONE NUMBER OF REVIEWING OFFICE.)

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EXHIBIT A

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This proposal is submitted for use in connection with and in response to Beaufort County RFP # \_\_\_\_\_ . This is to certify, to the best of my knowledge and belief, that the cost and pricing data summarized herein are complete, current, and accurate as of \_\_\_\_\_, 2006, and that a financial accounting capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the sub-agreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current, and accurate as of the date above.

This cost proposal is made without prior understanding, agreement, or connections with any corporation, firm, or person submitting a proposal for the same service and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

Signature of Offeror's Representative authorized to enter into contract with Beaufort County Council:

FIRM NAME: \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Signature)

TYPE/PRINT: \_\_\_\_\_  
(Name) (Title)

ADDRESS: \_\_\_\_\_  
(Street Address and/or P. O. Box Number)

\_\_\_\_\_  
(City) (State) (Zip Code)

PHONE: ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
(Area Code) Phone Number (Area Code) Phone Number

FEDERAL ID#: \_\_\_\_\_ S.C. TAX #: \_\_\_\_\_

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EXHIBIT A

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IS YOUR FIRM:      1.      SOLE PROPRIETORSHIP                             YES        NO  
                         2.      PARTNERSHIP                                             YES        NO  
                         3.      CORPORATION                                             YES        NO

IF COMPANY IS A SOLE PROPRIETORSHIP, LIST THE OWNER=S FULL LEGAL NAME:

IF COMPANY IS A PARTNERSHIP, LIST THE PARTNERS= FULL LEGAL NAMES:

IF COMPANY IS A CORPORATION, LIST THE FULL LEGAL NAME, AS LISTED ON THE CORPORATE CHARTER:

IS THIS FIRM A MINORITY, OR WOMAN-OWNED BUSINESS ENTERPRISE?

       YES             NO                      IF YES, SPECIFY:        MBE             WBE

HAS THIS FIRM BEEN CERTIFIED AS A MINORITY/WOMAN-OWNED BUSINESS ENTERPRISE BY ANY GOVERNMENTAL AGENCY?        YES        NO

IF YES, SPECIFY GOVERNMENTAL AGENCY: \_\_\_\_\_

DATE OF CERTIFICATION: \_\_\_\_\_

**Documents useful for the modeling work include the Beaufort County Stormwater Management Plan and the Okatie River Management Plan. Both these documents and as well as the Beaufort County Stormwater Best Management Practices Manual can be found at the following web site. The Stormwater Management Plan has a Section 6 that describes loading and modeling on the Okatie River**

<http://www.bcgov.net/Stormwater/ManualsPlans.php>