

PROPOSAL NOTICE NO. 2720/011231

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OPENING DATE AND TIME: December 20, 2000; 3:00 p.m.

PROPOSAL TITLE: Beaufort County Airport Jet Fuel Storage System and Jet Fuel Truck

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

A pre-proposal conference will be held at 11:00 a.m. in the Airport Conference Room, Beaufort County Airport, Beaufort, SC, on December 11, 2000. All offerors are strongly encouraged to attend.

In order for your proposal to be considered, it must be submitted to the Purchasing Office not later than the date and time as listed above, at which time respondents to this request will be recorded in the presence of one or more witnesses. Proposals received by the Purchasing Office after the time specified will be returned to the offeror unopened. Due to the possibility of negotiation with all offerors, the identity of any offeror or the contents of any proposal shall not be public information until after the contract award is made; therefore, the public is not invited to the proposal opening.

The proposals must be signed by an official authorized to bind the Offeror, and it shall contain a statement to the effect that the proposal is firm 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/container showing the above proposal 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 listed 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 procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified offerors, or to cancel in part or in its entirety this proposal, if it is in the best interests of the County to do so.

BEAUFORT COUNTY

Paula B. Edgerly, CPPB
Purchasing Director
(843) 470-2735

PART I

GENERAL INFORMATION

1. Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal.
2. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
3. Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
4. **One clearly identified original and eight (8) copies of your proposal are required.**
5. Proposals will be received by the Purchasing Department until 3:00 p.m. on the opening date shown.

Proposals are to be mailed to:

Purchasing Department
Beaufort County Administration Building
P. O. Drawer 1228
Beaufort, SC 29901-1228

Hand deliver and/or Express mail to:

Purchasing Department
Beaufort County Administration Building
Room 105
100 Ribaut Road
Beaufort, SC 29902

The submitting offeror is required to have printed on the envelope or wrapping containing his proposal the RFP number, opening date, and title.

Offerors who desire to receive a copy of the Statement of Award must include a self-addressed stamped envelope.

6. **Prohibition of 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 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.

7. Questions

Fax any questions you have, at least ten (10) days prior to proposal opening, to:

Paula B. Edgerly, CPPB, Purchasing Director, (843) 470-2738. Confirm receipt of fax by calling (843) 470-2735.

Answers to questions received that would change and/or clarify this solicitation will be provided in writing to all firms that have received the original Request for Proposal.

PART II

INTRODUCTION

1. **Introduction.**

It is the intent of Beaufort County to solicit proposals for the purchase and installation of a Jet-A fuel storage system **and the purchase of a Jet-A fuel truck** for Beaufort County Airport.

2. **Background**

Beaufort County Airport (73J) is a County-operated general aviation airport located three miles southeast of the City of Beaufort, SC. The airport has one 3,430-foot runway, a 22,800 square yard aircraft ramp with 52 tiedowns, and a ten-unit nested T-hangar. The County operates the fixed base operation and sells approximately 60,000 gallons of 100LL avgas per year. Fuel is stored in a 12,000-gallon avgas tank and dispensed from a 1200-gallon avgas truck. The County intends in the next two to five years to construct ramp space, taxiways, and other infrastructure to accommodate hangars capable of storing piston-engine and business jet/turboprop aircraft.

An increasingly greater number of jet and turboprop aircraft are operating at the airport. The airport regularly receives requests from customers to sell jet fuel; estimated volume is approximately 50,000 to 60,000 gallons per year for the first year or two. To meet current and future demand, the County desires to install a jet fuel storage system and purchase a jet fuel truck.

PART III

SPECIFICATION

A. **General**

1. Proposers shall demonstrate or attest that all components of the fuel storage system **and/or fuel truck** meet or exceed Federal, state, and local regulations for installation, safety, and operation. Adherence to aviation fuel industry standards is also required and

the proposer shall be prepared to demonstrate same when requested. Those standards include, but are not limited to, those published by the National Fire Protection Association, American Petroleum Institute, Air Transport Association of America, and Underwriters Laboratories.

2. For the jet fuel system, proposers shall submit documentation of demonstrated experience with installation of jet fuel storage systems and provide at least three references where systems comparable in size to the system described in this RFP were installed. **For the jet fuel truck, proposers shall provide at least three references of customers to whom jet fuel trucks comparable in size to the truck described in this RFP were sold.**
3. The County anticipates outright purchase of the system; however, lease-with-option-to-purchase terms will be considered if offered.

B. Fuel Storage System.

The system shall have, at a minimum, the following characteristics:

1. A horizontal above-ground double-wall carbon steel tank, 12,000 gallon capacity, lined with a durable, fuel-proof epoxy coating.
2. Stainless steel or black iron piping.
3. Expansion piping, vapor recovery system, and vents.
4. Fuel re-circulation capability.
5. Minimum 50 GPM delivery rate to fuel truck.
6. Fuel filter/separator system for filtering fuel from delivery truck to tank.
7. Fuel filter/separator system for filtering fuel from tank to fuel truck.
8. Bottom-load system for accepting fuel from delivery truck.
9. Bottom-load system for delivering fuel to fuel truck.
10. Drain and other fittings required for fuel sampling and water removal.
11. Deadman controls, bonding system, overfill protection/alarm, emergency fuel shutoff control, leak detector device, and other safety devices required by current Federal, state, and local regulations.
12. Hazardous materials placards, warning signs, and other signs to meet Federal, state, and local regulations.
13. Explosion-proof electrical components (including wiring).
14. One overwing hose reel with nozzle, strainer, other required hardware, and a minimum of 100 feet of hose.
15. Manual deadman control for the tank-to-truck downloading system.
16. On-site training for supervisory and line personnel when system installation is completed.
17. Industry-standard warranties on all components of the system.
18. Lights, as required, to enable safe, efficient operation of fuel system controls during periods of low visibility.
19. Overhead cover for instruments, controls, and other fueling equipment.
20. Meters, instruments, and other devices required for inventory control and to measure fuel level and fuel flow.
21. Fuel system components flow-tested and meters/instruments checked to ensure performance at rated standards and specifications.

22. Manuals, training materials, forms, and other documents required to operate and maintain the system.

The successful proposer shall:

1. Perform an evaluation of the primary and secondary sites selected by County and recommend the best site for the installation.
2. Obtain necessary permits.
3. Perform or subcontract for site preparation (including electrical hookups, installation of concrete foundation capable of supporting the system, and other work required to make system fully functional). If the site preparation is subcontracted, bidder shall submit its choice of subcontractor to County to be approved before work is begun.

C. **Fuel Truck**

The truck shall have, at a minimum, the following characteristics:

1. 1200 to 2000 gallon capacity Jet-A stainless-steel or epoxy-coated steel fuel tank.
2. Used, clean, serviceable, and corrosion-free, capable of passing Beaufort County vehicle maintenance acceptance inspection.
3. Engine (diesel or gasoline), chassis, automatic transmission, and power takeoff (PTO) of sufficient size, strength, and power to operate the truck when loaded to capacity.
4. Expansion piping and vents.
5. Minimum 30-day warranty on power train components (engine, automatic transmission, and PTO).
6. 100-200 GPM delivery rate to aircraft.
7. One or two overwing hose reels and one single-point hose reel with hoses, nozzles, strainers, and other required hardware.
8. One fuel meter for each hose reel.
9. Fuel filter/separator and water removal system.
10. Bottom-load system for accepting fuel from storage tank.
11. Deadman controls, bonding cables, emergency fuel shutoff controls, fire extinguishers, and other fueling safety devices as required by current Federal, state, and local regulations.
12. Lights, turn signals, reflectors, and other safety devices for over-the-road operation as required by current Federal, state, and local regulations.
13. Hazardous materials placards, warning signs, and other signs to meet Federal, state, and local regulations.
14. Ignition system and electrical wiring designed and installed to prevent ignition sources for fuel vapors.
15. Spark arrestor for vehicle exhaust system.
16. On-site training for supervisory and line personnel on delivery.
17. Lights as required to allow safe, efficient operation of fuel system controls during periods of low visibility.
18. Ladder brackets for one ladder.
19. Meters, instruments, and other devices required for inventory control and to measure fuel level and fuel flow.
20. Fuel system components flow-tested and meters/instruments checked to ensure performance at rated standards and specifications.

21. Operator's and Parts Manuals, training materials, forms, and other documents required to operate and maintain the truck.

The successful proposer shall deliver the truck to the Beaufort County Fleet Maintenance Facility, 120 Shanklin Road, Beaufort, SC, in ready-to-run condition with at least ¼ tank of fuel.

PART IV

AWARD CRITERIA

1. Experience with sale and installation of similar fuel systems **and/or sale of similar fuel trucks**, including references from previous customers.
2. Cost.
3. Terms and conditions of warranties.
4. Value, defined as the degree to which the system **and/or fuel truck** meet or exceed the requirements cited in this RFP.
5. Quality of materials and components, and reliability of systems.
6. Availability of parts and parts vendors.
7. Ease of maintenance (including the degree to which local mechanics can perform minor and major repairs without special training and tools, **and for the fuel truck, commonality with popularly-available vehicles**).

PART V

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 PERFORMANCE BOND: The successful Contractor shall furnish, within ten (10) days after written notice of acceptance of proposal, a Performance Bond. Contractor shall provide and pay the cost of a Performance Bond. The Bond shall be in the amount of one-hundred percent (100%) the annual contract cost, issued by a Surety Company licensed in South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the Contract Price. The Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

- 10.0 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.
- 11.0 BUSINESS LICENSE: In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, every person engaged in any business relationship with Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at www.co.beaufort.sc.us or by calling the Business License Administrator at (843) 470-2815 for a list of schedules.
- 12.0 ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.
- 13.0 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) Commercial 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) 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.
- (F) 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.
- (G) 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.

14.0 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.

15.0 TERMINATION FOR DEFAULT:

15.1 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.

15.2 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.

16.0 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 VI

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 contract 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.

14.2 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 Y2K COMPLIANCE STATEMENTS: The successful respondent to this RFP must provide binding statements of Y2K Compliance for all software acquired by the County under this RFP. Such statement shall also be required from each subcontractor who provides any component of the system(s) acquired under this RFP.

PART VII

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 two 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 Proposed construction details.
- 4.0 Cost projections for all designs.

- 5.0 Proposed Project Plan listing, by tasks, anticipated subcontracts, and construction time schedule. OFFEROR SHOULD INDICATE EARLIEST START DATE AND ANTICIPATED COMPLETION DATE.
- 6.0 Proposed warranty on materials and construction.
- 7.0 List several of Offeror's prior similar projects with name, address, and phone of a contact with whom County can discuss proposers past performance.
- 8.0 List any exceptions to this RFP.
- 9.0 Provide list of subcontractors and state years of experience of your firm and each subcontractor for this type of work.
- 10.0 Other information and materials which the proposer wishes to submit in support of his proposal, qualifications, etc.

RFP NO. _____

EXHIBIT A

PAGE 2 of 3

This proposal is submitted for use in connection with and in response to Beaufort County RFP # ___/_____/00-__. 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 _____, 2000, 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 #: _____

RFP NO. _____

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: _____