



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
POST OFFICE DRAWER 1228 ♦ BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 470-2735 FAX: (843) 470-2738

PROPOSAL NOTICE NO. 6962/101132

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CLOSING DATE AND TIME: November 5, 2009 at 3:00 PM.

PROPOSAL TITLE: Public Parking Concession for the Hilton Head Island Airport

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 10:00 AM in the BIV # 2 Conference Room, 102 Industrial Village Road, Building # 2, Beaufort, SC 29906-4291, on October 15, 2009. 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 closing.

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, closing 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

David L. Thomas, CPPO
Purchasing Director
(843) 470-2739

PART I

GENERAL INFORMATION

1. Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal. **The Beaufort County School District, at its option, shall be eligible for use of any contract awarded pursuant to this solicitation.**
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 (1) clearly identified original and six (6) copies of your proposal are required.**
5. Qualification Statements will be received by the Beaufort County Purchasing Department until 3:00 p.m. on the closing date shown.

Qualification Statements are to be mailed to:

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

Hand deliver and/or Express mail to:

Beaufort County Purchasing Department
102 Industrial Village Road, Building # 2
Beaufort, SC 29906-4291

The submitting offeror is required to have printed on the envelope or wrapping containing his proposal the RFP number, closing 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 closing, to:

Richard Hinehline, Beaufort County Purchasing Department, (843) 470-2738.
Confirm receipt of fax by calling (843) 470-2740 or Dave Thomas at 843-470-2739.

E-Mail Dave Thomas at dthomas@bcgov.net

E-Mail Richard Hinehline at rhinehline@bcgov.net

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

Section One
INFORMATION AND INSTRUCTIONS

1.0 **Submission Requirements:** The complete one (1) original proposal and six (6) copies must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be marked **RFP# 6962/101032, Public Parking Concession for the Hilton Head Island Airport**. Proposers shall file all documents necessary to support their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

1.1 **Format of Responses:** The following documents must be submitted at a minimum with your response:

- 1.1.1 Proposal Form
- 1.1.2 Current Financial Statements
- 1.1.3 Operational Concepts
- 1.1.4 Resumes of Key Personnel

1.2 **Request for Additional Information:** Prior to the final selection, proposers may be required to submit additional information, which Beaufort County may deem necessary to further evaluate the proposer's qualifications.

- 1.3 **Denial of Reimbursement:** Beaufort County will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred.
- 1.4 **Right of Rejection and Clarification:** Beaufort County reserves the right to reject any and all proposals and to request clarification of information from any proposer. The County is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.
- 1.5 **Evaluation Criteria:** Proposals will be judged on the following criteria, as a minimum:
 - 1.5.1 The desire of the County to have its Hilton Head Island Airport Parking Lot maintained and operated in a top quality manner.
 - 1.5.2 The base rent payment to the County offered in the proposal.
 - 1.5.3 Experience in operating a Parking Lot Concession contract for a commercial airport.
 - 1.5.4 Public relations and marketing – as a public facility, the County is committed to maintaining excellent relationships with its patrons and the general public. Operator must be able to provide superior services and effective promotions to satisfy the public and increase revenues.
 - 1.5.5 References of successful experience in Parking Lot management and operations of a similar scope.
- 1.6 **Lawsuits, Bribery:** Prospective proposers shall disclose any record of pending lawsuits, criminal violations, and/or convictions.
- 1.7 **Proposer Questions and Inquiries:** Proposers having questions and inquiries regarding preparation of proposals should direct them to:

David L. Thomas, CPPO
Purchasing Director
PO Box 1228
Beaufort SC 29901-1228
dthomas@bcgov.net

The County is not bound by any information provided, unless reduced to writing and distributed in the form of a written addendum.

1.8 **Performance Bond:** The successful proposer will be required to provide a 100% performance bond or other security acceptable to the County Attorney, equal to the amount of the minimum annual rental and capital improvement budget, which will remain in force for the life of the agreement. The bond must be issued from a company licensed to do business in the State of South Carolina. The bond must be submitted within ten (10) calendar days after award of the contract.

1.9 **Reports:** Monthly reports of activities shall be submitted to the Beaufort County Airports Director by the 15th of each month. Reports can be in the form developed by the Operator and approved by the Airports Director. Reports to be submitted include, but are not limited to the following:

1.9.1 Gross Revenue Statement

1.9.2 Sales Tax Report

1.9.3 Staff Vacancies

1.9.4 Maintenance Conditions Report

1.9.5 Within 90 days after each fiscal year, an annual report of the lot activities, revenues, and conditions must be prepared by the Operator for review by the County Airport Director and Board and will include, but not be limited to the following:

1.9.5.1 Revenue Report

1.9.5.2 Equipment Inventory

1.9.5.3 Organizational Chart

Said statement shall be certified as true, accurate, and complete by the Operator, by and through a duly authorized independent Certified Public Accountant.

1.10 **Records, Accounts, and Audits:** The Operator shall keep, on the Premises or such other place within Beaufort County, South Carolina, true, accurate, and complete records and accounts of all sales, rentals, and business being transacted upon or from the Premises and shall give the County access during reasonable business hours and upon three (3) business days' notice to examine and audit such records and accounts. Such records shall be maintained, as an independent certified public accountant would need to examine in order to certify a statement a statement of Operator's gross receipts pursuant to generally accepted auditing standards. The County's designee shall have the right, during regular business hours and upon three (3) business days' notice and upon the County's written request to the Operator, to audit, inspect, examine and copy the Operator's fiscal and financial records, books, ledgers, statement, reports, tax returns, and documents relating to this agreement and the Operator's revenues there under throughout the term of this agreement and

for three (3) years following its expiration or cancellation. The Operator agrees to have such audit(s) conducted as such locations with Beaufort County, South Carolina as are mutually convenient to the parties.

- 1.11 **Term:** The initial term shall be for a five (5) year period, commencing on January 1, 2010, and continuing through December 31, 2014. At the sole option of Beaufort County, this agreement may be extended for up to one (1) five (5) year renewal options from the date of expiration of the initial term. If the County does not wish to extend the term of this agreement for an Option term, it shall provide written notice to the Company thereof no later than ninety (90) days prior to the expiration of the initial term.

Section Two

OPERATIONAL CONSIDERATIONS

- 2.0 **Intent:** It is the intent of these specifications to grant to the Proposer the right to manage, operate, and maintain the Hilton Head Island Airport Parking Lot. The lot is located at 120 Beach City Road, Hilton Head Island, SC 29926. The lot is currently under the management of Republic Parking System, Inc.

- 2.1 **Beginning of Operations:** The successful proposer must assume all operations no later than January 1, 2010, unless otherwise agreed upon.

- 2.2 **Hours of Operation:** During the term of the Agreement, the facilities shall be open and properly staffed seven (7) days per week, with appropriate hours to serve patrons and the general public. Operation hours shall be submitted for approval and at a minimum cover all arriving and departing flights.

- 2.3 **Managerial Services:** Requirements of the Operator include, but are not limited to, the following:

2.3.1 Collection of parking fees and charges through all normally accepted methods of payment. Provide bookkeeping and accounting services with daily report sheets.

2.3.2 Removal of improperly parked or abandoned vehicles from all public parking facilities.

2.3.3 Provide emergency services to the public to include, but not limited to the following:

2.3.3.1 Jump-starting vehicles.

2.3.3.2 Lock-out assistance.

2.3.3.3 Car-search assistance.

These services shall be performed on the area designated as public parking facility and shall be provided free of charge.

- 2.4 **Posting Charges:** All prices charged including, but not limited to parking fees will be posted on the premises at those locations, where such parking fees are normally paid.
- 2.5 **Proposed Fees:** Proposal should state the proposed fees and all other charges for a one-year period.
- 2.6 **Maintenance and Repairs:** The Operator shall, to the satisfaction of the County, provide normal and routine daily maintenance of the parking lot facilities, designed to keep the premises and equipment in a good state of repair, free from hazardous conditions and deterioration, thus providing for the comfort and safety of visitors and patrons.
- 2.7 **Trash, Rubbish, and Garbage Removal:** The Operator shall provide, at his expense, all garbage, trash, and rubbish receptacles within the confines of his area, and shall provide a sufficient number of these receptacles for his own use and for the use of the public. Dumping of receptacles and removal of trash, rubbish, and garbage shall be the responsibility of the Operator.
- 2.8 **Facilities:** Operator acknowledges it is receiving management control of the premises and personal property in good order and condition.
- 2.9 **Alterations of Premises:** No alterations or additions shall be made to the premises, or any part thereof, without first having obtained the written consent of the Airports Director or its authorized representative. Authorized alterations or additions shall be made at the Operator's expense and shall become the property of Beaufort County at the termination of the Concession Agreement. Signage must be approved by Airport Administration and must follow all guidelines set forth by the Town of Hilton Head Island.
- 2.10 **Services and Marketing:** The proposer shall provide a detailed overview of the service operation and promotions contractor proposes to furnish as the contractor.
- 2.11 **Personnel:** The maintenance, management, and operation of the Facilities shall at all times be conducted in a manner meeting approval of Airport Administration and shall, at all times, be under the supervision and direction of a full-time, qualified, competent resident Facilities Manager, who shall be subject to the direction and control of the Operator. Operation shall provide an adequate number of competently trained employees, so as to properly conduct the operation of the Facilities. Employees shall be required to wear appropriate uniforms when on duty, maintain a professional appearance at all times, and conduct themselves in a courteous manner toward the public.

Section Three PROPOSAL FORM

3.0 Proposer hereby offers to enter into an agreement with Beaufort County, South Carolina for the management and operation of a parking lot concession per the requirements of this Request for Proposals. Proposer agrees to all terms and conditions, except as noted. Proposers shall submit the following information at a minimum.

3.1 **Proposer's Operational Concepts and Plans:** The proposer must state fully its proposed operational concepts and plans in regard to the following:

3.1.1 Overall statement of operational plans for the parking lot concession.

3.1.2 Detailed concept and plans for:

3.1.2.1 Maintenance.

3.1.2.2 Any other new program including but not limited to self service check out, credit/debit card exit availability and kiosk inside terminal for payment.

The proposer hereby acknowledges that these attachments and statements are an integral part of the Proposal and as such are truthful and complete. Furthermore, proposer affirms its liability to Beaufort County in carrying out its proposed operational concepts and plans, should it be the successful proposer.

3.2 **Fee Proposal Instructions:** Each proposer must submit the Proposal Form included in this Request for Proposal as requested. Each proposal must specify:

3.2.1 A minimum monthly fee to be paid (payable monthly).

3.2.2 A percentage of annual gross revenues, to be paid when the gross revenue dollar amount exceeds the total bid for item 3.2.1 above, whichever is greater. The overall amounts shall be paid to the sums required to be paid under bid item 1.

Bid Items: Amount of bid

	<u>Monthly</u>	<u>Annually</u>
1. Parking Concession Fee	\$ _____	\$ _____
Total Guaranteed Annual Minimum Fee:		\$ _____

2. Gross Dollar Receipts Base Amounts

* Percentage of Gross Receipts

- _____ % From \$ _____ to _____, Plus (\$ _____)
- _____ % From \$ _____ to _____, Plus (\$ _____)
- _____ % From \$ _____ to _____, Plus (\$ _____)
- _____ % From \$ _____ to _____, Plus (\$ _____)

*These figures are calculated quarterly, and the amount is to be paid in a quarterly payment.

3. During the initial five (5) year term of the Agreement, the Proposer will pay fees no less than \$ _____.

BID ALTERNATIVE(S):

4. Bidder will make the following capital improvements:

- A. _____
_____ By _____ (date)
- B. _____
_____ By _____ (date)
- C. _____
_____ By _____ (date)

5. Based on the bid alternate(s) in 4. above, our bid on items 1 through 3 would be changed as follows:

Other bid alternatives may be considered, but should only be submitted in addition to the requested information.

SUBMITTED BY:

FIRM: _____

BY: _____

NAME (PRINT): _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE : () _____

PART III

EVALUATION CRITERIA

EVALUATOR: _____ DATE: _____

RFP#: _____ TITLE: _____

OFFEROR: _____

	<u>POINT RANGE</u>	<u>POINTS ASSIGNED</u>
1.0 Demonstrated understanding of the problems and needs presented by the project.	<u>Points</u>	_____
2.0 Soundness of offeror's approach to the problems and needs presented by the project, including offeror's methodology for achieving specific tasks and objectives.	<u>Points</u>	_____
3.0 Experience and capacity of offeror, including recent and related experience.	<u>Points</u>	_____
4.0 Qualifications of project personnel and offeror's ability to commit a capable staff and support for a project of this size under the time constraints as listed in the RFP.	<u>Points</u>	_____
5.0* Cost effectiveness and reasonableness of offeror's proposed fee.	<u>Points</u>	_____
TOTAL POINTS:	<u>100 Points</u>	=====

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 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, any business or individual generating income in the unincorporated area of 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.bcgov.net 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 coverages. If not otherwise specified, the minimum coverage shall be as follows:
- 13.1 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.
- 13.2 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 \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.
- 13.3 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 \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.
- 13.4 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.

- 13.5 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.
- 13.6 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, an 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 closing 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 closing 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:

6.1 Determine in greater detail such offeror's qualifications.

6.2 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.

6.3 Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.

6.4 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 proposer, 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 proposer, 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,

14.2.1 State the reasons for the action taken; and

14.2.2 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

14.5.1 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.

14.5.2 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.

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 Proposed construction details.
- 4.0 Cost projections for all design submitted, with deducts listed for work the County could provide.
- 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. (See Section VII, para. E of attached standard Construction Agreement.)
- 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. 6962/101132
PAGE _____ of _____

EXHIBIT A

NARRATIVE ON THE APPROACH TO THE SCOPE OF WORK

(Proposals should respond to the Scope of Work point by point by numeric reference.)

RFP NO. 6962/101132

EXHIBIT B

PAGE _____ of _____

SCHEDULE OF EVENTS

The Offeror should briefly describe each step of the schedule of events in his proposed plan of action to accomplish the scope of work in a sequential manner, identifying the specific assignment of key personnel and the time required to complete each step.

Step # Schedule of Events Time Required Person Assignment

RFP NO. 6962/101132

EXHIBIT C

PAGE _____ of _____

OFFEROR'S EXPERIENCE

1. Contract Title: _____
2. Contract Period: From _____ To _____
3. Geographic Area Serviced: _____
4. Scope of Work

References: Contracting Office _____
Title: _____
Address: _____
City: _____ State _____ Zip _____
Telephone #(s): _____

OFFEROR'S EXPERIENCE

1. Contract Title: _____
2. Contract Period: From _____ To _____
3. Geographic Area Serviced: _____
4. Scope of Work

References: Contracting Office _____
Title: _____
Address: _____
City: _____ State _____ Zip _____
Telephone #(s): _____

RFP NO. 6962/101132

EXHIBIT E

PAGE 1 of 3

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 _____ services to Beaufort County Government, as outlined in this proposal, at the prices specified below:

In compliance with the Request for Proposal #6962/101132, and subject to all conditions thereof, the undersigned agrees:

- (a) This proposal, 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.)

RFP NO. 6962/101132

EXHIBIT E

PAGE 2 of 3

This proposal is submitted for use in connection with and in response to Beaufort County RFP # 6962/101132. 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 _____, 2009, 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: () _____ FAX: () _____
(Area Code) Phone Number (Area Code) Fax Number

EMAIL: _____

FEDERAL ID#: _____ S.C. TAX #: _____

RFP NO. 6962/101132

EXHIBIT E

PAGE 3 of 3

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: _____

LOCAL VENDOR PREFERENCE – PARTICIPATION AFFIDAVIT

SECTION 2.537.1

A competitive procurement made by Beaufort County shall be made from responsive and responsible resident vendors in the County for procurement, if such bid does not exceed the lowest qualified bid from a non-county vendor by more than five (5%) percent or Ten Thousand (\$10,000.00) Dollars, whichever is less, of the lowest non-county bidder. The resident vendor has the discretion to match the bid submitted by the non-county vendor and receive the contract award.

A vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Beaufort County, has a business license of Beaufort County or one of the municipalities within Beaufort County, and maintains a representative inventory of commodities within Beaufort County or one of the municipalities on which the bid is submitted and has paid all taxes duly assessed.

If no bids are received from a Beaufort County Local Vendor a vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Jasper, Hampton, and Colleton Counties (local preference only applies if Jasper, Hampton and Colleton Counties offer reciprocity to Beaufort County). A competitive procurement made by the county shall be made from responsive and responsible resident vendors in the respective counties for procurement, if such bid does not exceed the lowest qualified bid from a non-local vendor by more than five (5%) percent or \$10,000.00, whichever is less, local vendor has the discretion to match the bid submitted by the non-local vendor and receive the contract award.

If the procurement is to be made pursuant to state or federal guidelines which prohibit or restrict a local or state preference, there shall be no local or state preference unless a more restricted variation is allowed under the guidelines. Local/state preference shall not be applied to the procurement of construction services.

The undersigned hereby attests that the criteria of the "RESIDENT VENDOR PREFERENCE, SECTION 2.537.1" are met for the purposes of bid document _____, dated _____.

Company Name: _____ Principal Name: _____

Company Address: _____

Secretary of State Designation: (Corporation, Individual, Partnership, other)_____

Beaufort County Business License/Classification:_____

Tax Obligation Current:

Signature of Principal/Date:_____

Witness/Date:_____

Form 2.537.1_____

SMALL AND MINORITY BUSINESS PARTICIPATION PROVISIONS

Beaufort County actively encourages small and minority subcontractor participation in all Beaufort County contracts. Attention of the proposer is called to contract conditions contained herein pertaining to non-discrimination, equal employment opportunity, and subcontracting opportunities.

It is the policy of Beaufort County that small and minority owned business enterprises be given fair opportunity to participate as sources of needed supplies, construction, and other services whenever possible. Proposal documents require documentation of a offeror's efforts to recruit small and minority business.

In order to demonstrate compliance, offeror's shall submit the following completed documents with the sealed bid submittal clearly marked with the RFP number, project name and number and marked Section 2.537.2 "Small and Minority Business Program Participation" with their bid:

1. Signed non-discrimination statement (Sec. 2.537.2.1)
2. Proposed schedule of small and minority owned business enterprise participation (Sec. 2.537.2.2) and;
3. Documentation of Bidder's Recruiting Effort (10 day notice to subcontractors (Sec 2.537.2.3)

Documentation of the bidder's efforts to recruit small and minority owned businesses shall be submitted within the sealed bid document. Efforts must include the following:

- a. Providing all documentation required in Section 2.537.2.
- b. Providing evidence that Small and Minority owned businesses are solicited whenever they are potential sources.
- c. Not less than ten (10) calendar days prior to bid submittal, a offeror must provide written notice to small and minority businesses of the offeror's interest in receiving sub-proposals on a project.
- d. A offeror's written notice consists of a letter containing the offeror's name; county RFP number; description of work available for subcontracting; offeror's contact information; information on availability of plans and specifications; and bidder's policy concerning assistance to subcontractors in obtaining bonds, credit lines and, or insurance.

- e. A copy of the letter sent to small and minority businesses and a list of businesses to which the letter was sent is required to be provided with RFP documents along with the fax transmittal confirmation slip for letters sent by fax and copies of metered or stamped envelopes for letters sent by mail.

Each participating offeror is required to take the affirmative steps outlined in subparagraphs a) through e) above.

Failure to submit adequate documentation, or false information, will result in a recommendation that the offeror not be awarded this contract.

The contractor is required to fulfill any small and minority utilization commitments made unless good cause is demonstrated for any failure to fulfill such commitment. Written approval is required for substitution.

The contractor will maintain records and information necessary to document compliance with the Small and Minority Business Program requirements, and Beaufort County shall have the right to inspect such records.

The successful offeror shall maintain compliance records. At the conclusion of the contract the successful offeror will provide a final report of compliance summarizing the compliance efforts and actual results. The final report shall include a written explanation of variances between the proposed schedule of small and minority participation and the final actual participation history.

No offeror shall enter into an agreement with any small and minority firm that would in any way limit the firm's opportunities to sell to, or act as subcontractor for, any other party. Violation of this requirement would be grounds to deem the offeror non-responsive to this RFP solicitation.

The following resources are available to aid offeror's in complying with this section:

A current list of small and minority firms can be obtained by calling the Beaufort County Purchasing Department at 843-470-2735 or via facsimile 843-470-2738. All opportunities are posted on the County website at www.bcgov.net

(Note: Prime Contractor must provide this notice to subcontractors at minimum of (10) days before the RFP closing date!!!!)

Example Outline for Offeror's S/MB Written Notice

☀ No Name Company
Post Office Box 1234
Any Town, US
Telephone: (xxx) 555-1111
Fax: (xxx) 555-1234

January xx, 2008

Subcontractor Company Name
Subcontractor Company Address

Dear: (Sub-contractor Company)

No Name Company intends to submit a Proposal on Beaufort County RFP # xxx-xxxxx and has subcontracting opportunities for _____ (describe work) _____ sub-contracting on this project. Plans and specifications are available from _____, and _____. Please contact Mr./Ms. _____ at our firm regarding this opportunity. It is the policy of No Name Company (state policy concerning assistance in obtaining bonds, credit lines, or insurance).

The RFP closing date is _____ at 3:00 p.m.; please have your offer/proposal into this office no later than _____.

By signing below, you are acknowledging the notice of this business opportunity.

Sincerely,

Title
No Name Company

Subcontractor Acknowledgment

Name

Title
Sub-contractor Company Name Here

NON-DISCRIMINATION STATEMENT (SEC 2.537.2.1)

The offeror certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any RFP submitted to Beaufort County or the performance of any contract resulting there from;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, We acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Beaufort County to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Signature

Title

Small and Minority Owned Business Program (Sec 2.537.2.3)

Documentation of Bidder's Recruiting Effort

NOTE: If not using subcontractors for construction or supplies and your company is self-performing, please sign and print your name below:

Printed Name: _____

Signature: _____

Company Name and Title:

Date: _____

PROPOSED SCHEDULE OF S/MB PARTICIPATION (Sec 2.537.2.2)

Name of Proposer: _____
 RFP No.: _____
 Project Title: _____
 Total Amount \$ _____

Name of S/MB Participant	Address	Type of Work Subcontracted	Subcontract Value	SB or MB Status
			\$	
			\$	
			\$	
			\$	
			\$	

Small Business Participation Value: _____ % \$ _____
 Minority Participation Value: _____ % \$ _____

The undersigned will enter into a formal agreement with the S/MB Subcontractors/Proposers identified herein for work listed in this schedule conditioned upon executing of a contract with Beaufort County Council.

Signature: _____

Title: _____

Small and Minority Owned Business Program (Sec 2.537.2.3)

Documentation of Proposer's Recruiting Effort

Prime Company Name

Bid Date

Project Name

Project Number

The offeror's method of compliance is based upon demonstration of the offeror's effort to recruit small and minority owned businesses and the offeror will have the burden of correctly and accurately preparing and submitting the documentation required by the County. Compliance with each item, 1 through 3 below, shall satisfy the recruitment requirements absent proof of fraud, intentional and/or knowing misrepresentation of the facts or intentional discrimination by the offeror.

This form must be submitted in its entirety with supporting documentation within the offeror's sealed envelope by the RFP closing date.

- 1) Please list each and every subcontracting and/or supplier opportunity which will be used in completion of this project, regardless of whether it is to be provided by a Small or Minority Business. This section shall list trades, supplies, and/or other sub opportunity for the project, however, not a list of firms.

(Use additional sheets, if necessary)

List of:
Subcontracting Opportunities

List of:
Supplier Opportunities

2) Please indicate subcontract or supplier list categories for which potential S/MB bidders lists were provided? Provide detail of how these S/MB's were solicited.

_____	_____
_____	_____
_____	_____

3) Please attach the following:

- (1) A copy of the letters sent to S/MB and a list of businesses to which the letter was sent is required to be provided along with the fax transmittal confirmation slip for letters sent by fax and copies of metered or stamped envelopes for letters sent by mail. Letters shall comply with the requirements as stated on first page of Section 2.537, page 30 Item 3(d).
- (2) List by trade of certified Small or MB subcontractors solicited, but not selected, including name, address, telephone number, contact person, date of contact, and outcome of contact, including dollar amount of S/MB quote and selected subcontractor quote.
- (3) List of any job-specific criteria that disqualified a certified Small or MB firm that submitted a low proposal for a subcontract.

NOTE: If not using subcontractors, so indicate on the forms

EXHIBIT 1

S/MB RECRUITING EFFORT DOCUMENTATION (RETURN COPY OF LOG WITH RFP SUBMITTAL)

** Attach a copy of dated solicitation letter and/or FAX sent to small and minority businesses.*

- | | | |
|---|---|------------------------------|
| [A] Date of Contact | [E] Trade or Commodity Type | [I] RFP Accepted? [Y or N] |
| [B] Company Name, City, State, Phone# | [F] Interest in Bidding? [Y or N] | [J] Reason Not Accepted |
| [C] Contact Person | [G] Plans Needed? [Y or N] | [K] Date of Follow-up Call |
| [D] Type of S/MB [Small (S) / Minority (M)] | [H] RFP From Subcontractor Received? [Y or N] | |

	[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

The undersigned certifies this information is correct

*Use additional sheets as necessary

Signature _____

Date _____

Title _____

NOTE: If not using subcontractors, so indicate on the form

SMALL AND MINORITY BUSINESS PARTICIPATION REPORTING

Beaufort County actively encourages small and minority subcontractor participation in all Beaufort County contracts. Attention of the Proposer is called to contract conditions contained herein pertaining to non-discrimination, equal employment opportunity, and subcontracting opportunities.

It is the policy of Beaufort County that small and minority owned business enterprises be given fair opportunity to participate as sources of needed supplies, construction, and other services whenever possible. RFP documents require documentation of a offeror's efforts to recruit small and minority business and the successful offeror herein further referred to as Contractor, is required to provide performance reporting on a monthly basis.

The contractor is required to fulfill small and minority utilization commitments made unless good cause is demonstrated for any failure to fulfill such commitment. Written approval is required for substitution.

The contractor shall maintain compliance records. At the conclusion of the contract the contractor will provide a final report of compliance summarizing the compliance efforts and actual results.

The final report shall include a written explanation of variances between the proposed schedule of small and minority participation and the final actual participation history.

Prior to final payment, the contractor shall submit a final report on small and minority business participation. The final report shall include the names and addresses of all S/MB firms originally included in the Proposed Schedule of S/MB Participation, type of work subcontracted, original anticipated subcontract value, actual final subcontract value and S/MB status. The final report shall include a written explanation of variances between the proposed plan and actual participation results.

Exhibit S/MB, Final Report of S/MB Participation, is included herein for that purpose. The contractor may, with the prior permission of the County Purchasing Director, submit an alternate reporting form provided that all of the required information is included in the alternate form.

Exhibit S/MB

FINAL REPORT OF S/MB PARTICIPATION

Name of Contractor: _____

Contact Name/Number: _____

Total Contract Amount: \$ _____

Pay Application Number: _____ Amount: _____

Name of S/MB Participant	Address	Type of Work Subcontracted	Subcontract Amount Paid This Application	SB or MB Status
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

Small Business Participation Value This Application: _____ %
\$ _____

Minority Participation Value This Application: _____ %
\$ _____

The undersigned certifies this information as correct:

Signature: _____

Title: _____

RFP Bidder Checklist:

- 1.0 Please ensure you sign, complete, and return one original and one proposal copy of all the Beaufort County RFP Forms
- 2.0 If the RFP requires a Bid Bond, you must include this with your proposal package or your proposal will be rejected and returned to the offeror.
- 3.0 Proposer's may call or email the Beaufort County Purchasing Department if you have any questions by calling 843-470-2739 or email dthomas@bcgov.net or 843-470-2740 or e-mail rhineline@bcgov.net
- 4.0 Small and Minority Business participation provisions:
 - 4.1 Beaufort County actively encourages small and minority supplier and subcontractor participation in all Beaufort County contracts.
 - 4.2 It is the policy of Beaufort County and required by local ordinance, that small and minority owned business are given fair opportunity to supply general contractors with material supplies and subcontracts.
 - 4.3 Offeror's must demonstrate compliance with the Small and Minority Business Participation Provisions.
 - 4.4 Failure to submit adequate documentation, or false information, will result in a recommendation that the offeror not be awarded this contract.
 - 4.5 In order to demonstrate compliance, offerors shall submit the following completed documents with the sealed proposal.
 - Non-discrimination statement page 33.
 - Proposed schedule of small and minority owned business enterprise participation page 35.
 - Documentation of Bidder's efforts to recruit small and minority owned business from a list maintained by the County Purchasing Department Starts on page 34.
 - Documentation of Bidder's efforts must include (letters) the offeror's written notice to small and minority business 10 days before RFP opening consisting of the following (Sample letter on page 32).
 - (a) A letter containing the offeror's name;
 - (b) Beaufort County RFP number;
 - (c) Description of work available for subcontracting;
 - (d) Offeror's contact information;
 - (e) Information on availability of plans and specifications;
 - (f) Offeror's policy concerning assistance to subcontractors in obtaining bonds, credit lines and, or insurance;
 - (g) Evidence that the letters were sent 10-days before RFP closing; A copy of the letter/envelops and FAX transmittals sent to small and minority businesses (If you choose to contact minority companies by fax all faxes must be confirmed and the confirming fax should be included in your documentation").
 - (h) A list of businesses to which the letter was sent is required to be provided with proposal documents.

- (i) Submit copies of subcontractors certification certificates if with proposal, a list of subcontracting/supplier opportunities (applicable with RFP package).
 - (j) Must submit Exhibit 1 page 38.
 - (k) Complete and submit with RFP the log sheet page 40.
- 5.0 A current list of small and minority firms will be available by calling 843-470-2737.
- 6.0 All business opportunities are posted on the County website at www.bcgov.net. Click on local business opportunities link at the bottom right of the web page. Addendums will be posted at this webpage as well.