

REQUEST FOR PROPOSAL

WEBSITE UPDATE AND REDESIGN FOR BEAUFORT COUNTY

RFP # RFP 100225



Prepared By: Procurement

Dated: Friday, August 22, 2025

Proposal Due Date: Thursday, October 2, 2025, 3:00 pm (EST)

NOTICE



COUNTY COUNCIL OF BEAUFORT COUNTY
PROCUREMENT SERVICES DEPARTMENT
106 Industrial Village Road, Bldg. 2 Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

PROPOSAL NOTICE NO. RFP 100225

CLOSING DATE AND TIME: Thursday, October 2, 2025, **3:00 pm**

PROPOSAL TITLE: Website Update and Redesign for Beaufort County

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

In order for your proposal to be considered, it must be submitted through the Procurement Portal no later than **3:00 pm (EST) on Thursday, October 2, 2025**, at which time respondents to this request will be recorded in the presence of one or more witnesses. RFPs received after the time specified will not be considered. Due to the possibility of negotiation with all respondents, the identity of any respondents 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.

Proposals must be submitted through the Procurement Portal at <https://procurement.opengov.com/portal/bcgov>. If you are not already registered, please register as a Vendor. There is no cost to register your company. This will allow you to submit your RFP electronically.

All submittals (see Submission Requirements) received in response to this Request for Proposal will be rated by a Selection Committee, based upon the Evaluation Criteria contained within this RFP. If the best proposal respondent 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 firms, or to cancel in part or in its entirety this solicitation, if it is in the best interests of the County to do so.

Dave Thomas, Procurement Services Director
(843) 255-2304

IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this Request for Proposal will ONLY be received electronically and must be submitted ONLINE, through the Procurement Portal, no later than 3:00 pm on Thursday, October 2, 2025.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received through our secure Procurement Portal and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason.
- **All requested information and forms MUST be uploaded as indicated in the [PROPOSAL SUBMITTAL](#) Section. If you have a problem with your submittal, you may contact Support through the Procurement Portal. [-](#)**

TITLE VI STATEMENT

COUNTY COUNCIL OF BEAUFORT COUNTY

Title VI Statement to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants



It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as "Beaufort County" or "the County", to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County assures that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs or activities on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not. The County is also committed to assuring every effort will be made to prevent the discrimination of low-income and minority populations as a result of any impact of its programs or activities. Beaufort County also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies, and activities on minority and low-income populations. Additionally, the County will take reasonable steps to provide meaningful access to services for persons with limited English proficiency. In addition, Beaufort County will not retaliate against any person who complains of discrimination or who participates in an investigation of discrimination. Beaufort County will, where necessary and appropriate, revise, update, and incorporate nondiscrimination requirements into appropriate documents, directives, and regulations.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to Beaufort County to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Title VI regulations relative to nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion, or language by providing such a statement in its bidding and contract documents.

Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information. In the event of the Contractor's non-compliance with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

Beaufort County Government
Post Office Drawer 1228 | Beaufort, SC 29901-1228
843-255-2304 Telephone | E-mail: dthomas@bcgov.net

INSURANCE REQUIREMENTS

4.1. INSURANCE REQUIREMENTS

1. INSURANCE REQUIREMENTS: Prior to commencing work/delivery hereunder, contractor/vendor, at his expense, shall furnish insurance certification showing the certificate holder as Beaufort County, P. O. Drawer 1228, Beaufort, SC 29901, Attention: Risk Management Director, and with a special notation naming Beaufort County as an additional insured on the liability coverages. 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 or her employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws. Employers Liability minimum limits required \$500,000
 - 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: \$1,000,000 Each Occurrence/ \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate naming Beaufort County as an additional insured.
- 1.3 Comprehensive Automobile Liability Insurance – The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicles, of at least \$500,000 COMBINED SINGLE LIMIT.
 - 1.3.1 ADDITIONAL INSURANCE REQUIREMENTS: Umbrella Liability Insurance – Contractor shall have and maintain, during the life of this contract, Umbrella Liability Insurance with a minimum limit of \$2,000,000
 - 1.3.2 Builders Risk/Instillation (**For Construction Projects Only**) Contractor is to provide Builders Risk/Instillation coverage at finished replacement cost value. The coverage is to include building materials in transit or at the job site location.
 - 1.3.3 Professional Liability (Errors & Omissions): (**For Professional Services Only**) Professional Liability Insurance protects against losses that occur when a “professional” errors in judgement, planning, and design could result in economic loss to the entity or county. In order to determine if Professional Liability should be required ask yourself: Is the professional licensed or certified (i.e. architects, consultants, auditors, attorneys, engineers, etc.)? Required if a contractor is performing any type of design/build for a particular project.

The vendor shall maintain a limit no less than \$1,000,000 per occurrence:
- D. 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.
- E. 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.
- F. 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.

SCOPE OF WORK

5.1. Scope of Work

Website Redesign

- Complete redesign of the County's website.
- Modern, responsive design optimized for all devices and screen sizes.
- ADA compliance (WCAG 2.1 AA or higher).
- Clean, intuitive user experience (UX) with government best practices in mind.
- Scalable to support departmental sub-sites with consistent branding.

Content Management System (CMS)

- Implementation of a CMS designed for ease of use by non-technical county staff.
- Features should include:
 - Easy content creation and publishing workflows.
 - Role-based permissions and user management.
 - Media/document management (PDFs, images, videos).
 - Reusable content blocks and templates.
 - Version control and content scheduling.
 - Intuitive navigation and low training overhead are critical.
 - Compatible with hybrid on-prem Active Directory/Microsoft Entra user authentication.

Preferred Integrations

- CivicPlus Agenda Management to ensure continuity and data sharing.
- Granicus Swagit for public meeting archives.
- Social media integration.

Government-Focused Features

- News module with categories and archiving.
- Events/Calendars with filtering and subscription options.

- Emergency alerts and notification banners.
- Directory and contact listings.
- Online forms and service request capabilities.
- FAQ and knowledge base support.
- County branded microsites.
- Multilingual support and automated translation options.

Search Functionality

- Advanced site-wide search with filter and sort options.
- AI-enhanced search engine similar to Claude or other LLM-based tools, capable of:
 - Understanding natural language queries.
 - Being trained on our own website data/content.
 - Suggesting context-aware results and related content.
 - Answering user questions about services, documents, and events with high accuracy.

Security and Hosting

- Secure cloud hosting environment with high availability.
- SSL/TLS encryption and HTTPS enforced.
- Regular security patching and CMS updates.
- Compliance with applicable data privacy laws and government IT standards.
- Role-based access with audit logging.
- CMS Compatible with hybrid on-prem Active Directory/Microsoft Entra user authentication.

PROPOSAL SUBMISSION INSTRUCTIONS

1. Award shall be posted on the County's Procurement Portal.
2. 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.

3. Questions

A. Submit questions you have through the Procurement Portal no later than 5:00 pm on Thursday, September 11, 2025.

B. Answers to questions received that would change and/or clarify this solicitation will be posted on the Procurement Portal as addendum.

C. Selection Committee members SHALL NOT be contacted during the RFP process.

4. In order to do business with the Beaufort County, vendors must register through the Procurement Portal at <https://procurement.opengov.com/portal/bcgov>. Registering allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Ability to Meet Needs Ability of proposer's solution to meet the needs of the County as indicated in the RFP	Points Based	25 (25% of Total)
2.	Integration Ability of the proposed solution to integrate seamlessly with all preferred integrations as listed in the RFP	Points Based	25 (25% of Total)
3.	Quality Quality of services, implementation plan, as well as the ability to meet proposed deadlines	Points Based	25 (25% of Total)
4.	Experience Quality and breadth of experience as provided in the form of similar projects and references of entities of similar size scope	Points Based	15 (15% of Total)

5.	Cost Reasonableness of pricing for the completed website	Points Based	10 <i>(10% of Total)</i>
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PROPOSAL SUBMITTAL

1. Proposer confirms the proposal is firm for a period of at least 90 days from the closing date for submission of proposal.*

☐ Please confirm

*Response required

2. Please Provide Licenses and Certificate of Insurance. *

*Response required

3. Certification regarding Debarment, Suspension, Ineligibility, and Voluntary exclusion*

The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency.

It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

☐ Please confirm

*Response required

4. State whether your company has been involved in any litigation within the past five (5) years, arising out of your performance. *

☐ Yes

☐ No

*Response required

When equals "Yes"

4.1. Explain fully any litigation involving performance.*

*Response required

5. Non-Segregated Facilities*

CERTIFICATION BY CONTRACTOR

Regarding

NON-SEGREGATED FACILITIES

The Bidder certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated fountains, transportation, parking, entertainment, recreation, ad housing facilities; waiting, rest, wash, dressing, and locker room, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, based on color, creed, national origin, and race. The Bidder agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding **\$10,000.00** which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

☐ Please confirm

*Response required

6. Please upload any relevant certifications and/or licenses

7. Proposal *

To achieve a uniform review process and allow for adequate comparability, the information is to be organized in the manner specified below and the entire package must not exceed 15 double-sided printed pages excluding cover pages. Please include a cover page at the start of each section.

1. **Executive Summary:** Objectives of the project, scope of work, and related issues which must be addressed throughout development stages of the planning.
2. **Approach to the Planning Process:** Explanation of the process to the Firm's Planning Process for projects
3. **Work Plan and Scheduling:** A summary of tasks to be performed from evaluation of data through County approval of the final plan. Include a timeline of key milestone dates to include overall durations for each major task.
4. **Experience and Qualifications:** Experience and qualifications of the team members, with an emphasis on similar type project completed within the last five (5) years. Provide an organization chart including sub-consultants and contractors.
5. **List any exceptions, qualifications, or exclusions to this RFP:**

*Response required

8. Pricing*

Please provide your complete pricing proposal.

*Response required

RESERVED RIGHTS

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

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

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

SELECTION AND NOTIFICATION

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

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

BEAUFORT COUNTY STANDARDS FOR CONTRACTING

CHAPTER 1. TYPES OF CONSULTANT SERVICES REQUIRED:

Please see Scope of Work Section.

CHAPTER 2. PROCEDURES FOR SELECTION OF CONSULTANTS

2-1. GENERAL

Qualifications-based procedures require that a contract for consulting services be awarded pursuant to a fair and open selection process based on the qualifications of the firms. The fees for such services are established following selection of a firm through a negotiation process to determine a fair and reasonable price.

2-2. OBJECTIVE

Consultants employed for work on projects shall be responsible and possess the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as integrity, record of past performance, extent of experience with the type of services required by the sponsor, technical resources, and accessibility to other necessary resources.

2-3. QUALIFICATIONS-BASED SELECTION PROCEDURES.

Consultants shall be selected based on their qualifications and experience, with fees determined through negotiations following selection. **The highest ranked offeror shall be selected, and price proposals shall be negotiated with one or more of the firms identified through the qualifications-based selection procedure.**

2-4. SELECTION CRITERIA.

Criteria include, but are not limited to, the following:

1. Please see the Evaluation Criteria Section.

CHAPTER 3. CONTRACT FORMAT

3-1. MANDATORY CONTRACT PROVISIONS.

All contracts involving State or Federal funds must contain the applicable procurement standards in 49 CFR 18.36. Listed below are those provisions which pertain to consultant contracts:

1. Contracts shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for sanctions and penalties as may be appropriate.
2. Contracts over \$10,000 shall contain suitable provisions for termination by the sponsor, including how it will be affected and the basis for settlement. In addition, contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the consultant.
3. All negotiated contracts shall include provisions to the effect that sponsors, the Federal Department of Transportation, the Comptroller General of the United States, or any of the duly authorized representatives shall have access to any books, documents, papers, and records of consultants which are directly pertinent to a specific grant program, for the purpose of making audits, examinations, excerpts, and transcriptions. Sponsors shall require consultants to maintain all required records for 3 years after the sponsor makes final payment and all other pending matters are closed.
4. In addition to the requirements contained in 49 CFR Section 23, Participation by Minority Business Enterprises in Department of Transportation Programs, and AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, current

edition, the Title VI, and Disadvantaged Business Enterprise Assurances in Appendix 1 shall be included in each contract.

3-2. TIME OVERRUNS BEYOND CONTROL OF THE CONSULTANT.

Frequently, the consultant is called upon to continue technical inspection services on construction contracts--overrunning the program schedule contemplated at the time of negotiation. In most instances, the time element is beyond the control of the consultant. To provide for the contingency of overrun of time, the agreement between the County and the consultant will state the period for which the compensation shall apply and that the consultant shall be reimbursed for services in excess of the specified period of time at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known.

CHAPTER 4. METHODS OF CONTRACTING AND ALLOWABLE COSTS

4-1. ALLOWABLE COSTS.

1. Direct Salary Costs.

- A. Direct salary cost is defined as the cost of salaries of engineers, draftsmen, surveyors, stenographers, clerks, etc., for time directly chargeable to the project.
- B. Salaries or imputed salaries of partners or principals, to the extent that they perform technical or advisory services directly applicable to the project, are to be added to salary cost.

2. Overhead Costs. Overhead costs include overhead on direct salary costs and general and administrative overhead.

- A. Labor Overhead. Overhead on direct salary costs includes sick leave, vacation, and holiday pay; unemployment, excise, and payroll taxes; contributions for social security, employment compensation insurance, retirement benefits, and medical insurance benefits; and any other benefits customarily paid to or enjoyed by all employees. The allowable percentage for labor overhead allocable to a project is the ratio of (a) a firm's total direct labor overhead costs to (b) a firm's total direct salary costs (excluding overtime) for a given period, usually the average for the past 3 years.
- B. General and Administrative Overhead. General and administrative overhead includes the following indirect costs which are not directly attributable to specific projects.
 - a. Provisions for office, light, heat, and similar terms for working space, depreciation allowances or rental for furniture, drafting equipment and engineering instruments, and office and drafting supplies not identifiable to specific projects.

- b. Taxes and insurance other than those included as salary cost but excluding state and Federal income taxes.
 - c. Library and periodical expenses, and other means of keeping abreast of advances in engineering such as attendance at technical and professional meetings and subscriptions to trade, business, professional, or technical periodicals.
 - d. Executive, administrative, accounting, legal, stenographic, and clerical salaries, and expenses (other than identifiable salaries included in salary costs and expenses included in reimbursable non-salary expenses, plus salaries or imputed salaries of partners and principals) to the extent that they perform general executive and administrative services as distinguished from technical or advisory services directly applicable to projects.
 - e. Costs of memberships in trade, business, technical, and professional organizations.
 - f. Incentive compensation for management employees, cash bonuses, suggestion awards, safety awards, and incentive compensation based on production, cost reduction, or efficient performance are allowable to the extent that the overall compensation is determined to be reasonable, and such costs are paid or accrued pursuant to an agreement entered into in good faith between the consultant and the employees before the services are rendered or pursuant to an established plan followed by the consultant so consistently as to imply, in effect, an agreement to make such payment. The allowable percentage for general and administrative overhead allocable to a project is the ratio of (a) all general and administrative costs to (b) total direct salary costs (excluding overtime) for a given period, usually the average for the past 3 years.
3. Direct Non-salary Expenses. Direct non-salary expenses usually incurred may include the following (detailed records must be kept supporting charges and allow auditing):
- A. Living and traveling expenses of employees, partners, and principals when away from the home office on business connected with the project. (Records must include employee name, dates, points of travel, mileage rate, lodging, and meals.)
 - B. Identifiable communication expenses such as long-distance telephone, telegraph, cable, express charges, and postage, other than for general correspondence.
 - C. Services directly applicable to the work such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, laboratory charges, commercial printing and bindings, and similar costs that is not applicable to general overhead.

- D. Identifiable drafting supplies and stenographic supplies and expenses charged to the sponsor's work as distinguished from such supplies and expenses that are applicable to two or more projects.
- E. Identifiable reproduction costs applicable to the work such as blueprinting, photostetting, mimeographing, printing, etc.
- F. Advertising costs which are solely for the recruitment of personnel required for the performance by the consultant of obligations arising under the contract.

4-2. NON-ALLOWABLE COSTS.

The expenses listed below are not allowable for reimbursement:

1. Costs of amusement and social activities and incidental costs relating thereto such as meals, lodging, rentals, transportation, and gratuities.
2. Contributions and donations.
3. Bad debts, including losses due to uncollectible customer's accounts and other claims, related collection costs, and related legal costs, arising from other businesses of the consultant.
4. Dividend provisions or payments and, in the case of sole proprietors and partners, distributions of profit.
5. Interest on borrowed capital.
6. Bonus payment for early completion of work.

4-3. FIXED PAYMENT.

To all the estimated costs, including overhead, a percentage rate is applied to determine payment for profit, willingness to serve, and assumption of responsibility.

CHAPTER 5. BEAUFORT COUNTY STANDARD CLAUSES

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 Request for PROPOSALS, 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 Request for PROPOSALS 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 PROPOSALS: 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 Request for PROPOSALS. The Procurement Services 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 Request for PROPOSALS. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint themselves with existing conditions shall in no way relieve him of any obligation with respect to this Request for PROPOSALS 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 AND PAYMENT BONDS: (*NOT Required for Professional Services*) The successful Contractor shall furnish, within ten (10) days after written notice of acceptance of Request for PROPOSALS, Performance and Payment Bonds. Contractor shall provide and pay the cost of a both bonds. The Bonds shall be in the amount of one hundred percent (100%) the contract, 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.beaufortcountysc.gov or by calling the Business License Administrator at (843) 255-2270 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/delivery hereunder, Contractor/Vendor, at his expense, shall furnish insurance certification showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Procurement Services Director and with a special notation naming Beaufort County as an additional insured on the liability coverage. Minimum coverage shall be as follows:

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.
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: \$1,000,000 Each Occurrence/
\$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations
Aggregate naming Beaufort County as an additional insured.

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 \$500,000 COMBINED SINGLE LIMIT.
4. ADDITIONAL INSURANCE REQUIREMENT: Umbrella Liability Insurance – Contractor shall have and maintain, during the life of this contract, Umbrella Liability Insurance with a minimum limit of \$2,000,000
5. Professional Liability (Errors & Omissions) – The vendor shall maintain a limit no less than \$1,000,000 per occurrence.
6. 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.
7. 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.
8. 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 Procurement Services Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Procurement Services shall determine that the Contractor has failed to meet the performance requirements of this Agreement.

15.2 The Procurement Services 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.

17.0 TERMINATION FOR NON-APPROPRIATIONS: Funds for this contract are payable from State and/or Federal and/or Beaufort County appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to Beaufort County.

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 Procurement Services 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 Procurement Services Department not later than ten (10) days prior to the Request for PROPOSALS opening date. A review of such notifications will be made.

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

3.0 PREPARATION OF REQUEST FOR PROPOSALS

3.1 All Requests for 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 Request for PROPOSALS, or if the Request for PROPOSALS 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 Request for PROPOSALS.

3.2 Request for PROPOSALS should be prepared simply and economically, providing a straightforward, concise description of offerors capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

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

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

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 Request for PROPOSALS. 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 Procurement Services 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 Request for PROPOSALS to the County, after the Request for PROPOSALS opening. Discussions may be conducted with responsible offerors, who submit Request for 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 Request for 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:

1. Determine in greater detail such offeror's PROPOSALS.
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.
3. Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.
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 Request for PROPOSALS 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 Request for PROPOSALS received, and in all cases the County will be the sole judge as to whether an offeror's Request for PROPOSALS 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 Request for PROPOSALS, which they consider containing 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 Request for PROPOSALS is encouraged, provided however, that they are clearly identified as such and all deviations from the primary Request for PROPOSALS 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 Request for PROPOSALS 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 Procurement Services 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 Procurement Services Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.

14.3 Decision: If the protest is not resolved by mutual agreement, the Procurement Services Director shall issue a decision, in writing within ten (10) days. The decision shall, State the reasons for the action taken; and

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.