

Hurricane Fire & Rescue Hurricane, WV

Administrative Guidelines

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Purpose: The purpose of the following policy is to provide for fair and open competition and uniformity in procurement of goods and services.

Scope: Contracting services for Hurricane Fire & Rescue.

Responsibility: It is the responsibility of Hurricane Fire & Rescue Board and Hurricane Fire & Rescue Fire Chief and/or his/her designee to adhere to this policy.

Competition reduces the appearance and opportunity for favoritism and inspires public confidence that contracts are awarded equitably and economically. This policy also provides for documentation of the acts taken and effective monitoring mechanisms. It is essential to the effective and ethical procurement of commodities and contractual services that there be a system of uniform procedures to be utilized in managing and procuring commodities and contractual services; that a record of decisions in the procurement of commodities and contractual services be maintained; and that adherence by Hurricane Fire Rescue and the contractor to specific ethical considerations be required.

Responsibility for Procurement

Hurricane Fire & Rescue's procurement responsibilities are to be directed by the Fire Chief and will be responsible for maintaining documentation for purchases. Only the Fire Chief may authorize the purchase of goods or services, issue proposals, and execute contracts. However, the Fire Chief may delegate particular purchasing responsibilities to his/her designee. Either the Fire Chief or his/her designee will be responsible for examining goods received pursuant to these procurement policies and approving them for payment under the terms of an executed contract.

The Fire Chief will report to the Board quarterly on the status of procurement of commodities and services for Hurricane Fire & Rescue. In particular, the report will identify all contracts for goods or services, which were executed in the preceding quarter, the contractors, the amounts and terms of the contracts, and a comparison of the contract amounts to the budgeted amounts for those goods, and services. He will also identify the goods and services targeted for contracting in the coming

quarter, the timelines for procurement of those goods and services, and the budgets established for those goods and services.

Minority Business Enterprise

Hurricane Fire Rescue encourages the participation of certified minority business enterprises ("MBE") in the procurement process. MBE is defined as any business concern which is organized to engage in commercial transactions and which is at least 51 percent owned by minority persons and whose management and daily operations such persons control. Minority person means a person whom is a citizen or lawful permanent resident of the United States and who is:

- (a) A Black American,
- (b) A Hispanic American,
- (c) An Asian American,
- (d) A Native American Indian,
- (e) A Native Hawaiian,
- (f) An American woman, and/or
- (g) A physically disabled person.

Procurement of Goods, Services and Contracts

A. Purchasing Categories

The following purchasing categories are hereby established for purchases of goods, services and contracts, continuing legal services, (hereinafter "commodities"). The Board may adjust the amounts of the categories from time to time based upon the rate of change of a nationally recognized price index.

- 1. Category One: \$1,000
- 2. Category Two: \$10,000
- 3. Category Three: \$50,000

A. Procedures

- 1. Purchases with value below the threshold of Category One will be carried out using good purchasing practices, which may include but not be limited to quotations or written records of telephone quotations.
- 2. Purchases which meet or exceed the threshold of Category One but less than the threshold for Category Two will be made by obtaining three or more written quotations whenever practical. Should verbal quotations be received, name and address of company and amount quoted will be a part of the written documentation. If less than three quotations are received, a statement as to why they were not received must be shown.
- 3. Purchases which meet or exceed the threshold of Category Two, but less than the threshold for Category Three will be carried out by obtaining written quotations or informal bids to be opened upon receipt. If Hurricane Fire Rescue determines that commodities are available only from a single source or that conditions warrant negotiation on the best terms and conditions, the Hurricane

Fire Rescue may proceed with the procurement. Hurricane Fire Rescue will document the conditions and circumstances used to determine the procurement method.

4. All purchases for which the total contract value is in excess of the threshold amount for Category Three for a commodity will be made by first securing formal competitive sealed bids. A formal invitation to bid or request for proposals will be mailed at least 10 days or 28 days, respectively, prior to the date set for submittal of bids or proposals, unless waived, in writing, by the Fire Chief. Determination of the threshold amount for Category Three for lease or rental is based on a 12-month period of time. Extension of a contract for an additional period of time is not subject to this provision. In any procurement which exceeds the threshold amount for Category Three that is accomplished without competition, the individuals taking part in the development or selection criteria for evaluation, the evaluation process, or the award process will attest in writing that they are independent of, and have no conflict of interest in, the entities evaluated and selected. The attestation will be placed in the Hurricane Fire Rescue file.

A. Renewals

Contracts for commodities may be renewed for an additional term not to exceed the original contract period unless the original contract period is 24 months or less, in which case the contract may be renewed up to two one-year periods. Renewal of the contract will be by mutual agreement in writing and will be subject to the same terms and conditions set forth in the initial contract. If the commodity is purchased as a result of the solicitation of bids or proposals, the cost of any contemplated renewals will be included in the invitation to bid or request for proposals. Renewals will be contingent upon satisfactory performance evaluations by Hurricane Fire Rescue.

B. Insurance

Every three-year Hurricane Fire Rescue will obtain quotations or competitive bids on all insurance coverage held by Hurricane Fire & Rescue. In determining which purchasing procedures apply, the thresholds established for Categories One, Two and Three will be used. The annual estimated cost for each type of coverage will be used to determine which category applies.

C. Construction Contracts

In accordance with USDA Rural Development, Hurricane Fire Rescue will competitively award all construction contracts.

D. Legal Advertisements

1. All purchases of commodities in excess of threshold amount for Category Three will be advertised in a newspaper of general circulation in Pocahontas County no less than ten (10) calendar days prior to the bid opening for invitations to bid and no less than twenty-eight (28) calendar days prior to the proposal opening for

requests for proposals. If the Fire Chief, with the concurrence of the Board, determines that an unusual problem exists, and to delay the bidding to provide an opportunity for advertising would be detrimental to the interest of Hurricane Fire Rescue, the Fire Chief will post the intended decision including with particularity the conditions and circumstances requiring waiver of advertising prior to the opening of the bids/proposals at the office of Hurricane Fire Rescue.

2. Advertisement in a newspaper of general circulation is not required for the re-issuance of an invitation to bid or request for proposals provided: (1) Hurricane Fire Rescue advertised the original bid or proposal solicitation in a newspaper of general circulation; and (2) Hurricane Fire Rescue mails notice of the re-issuance of the bid or proposal solicitation to all vendors that were mailed notice of the original solicitation and to all bidders or offerors that responded to the original solicitation, excluding any vendor that responded with an indication of no interest in bidding or offering.

A. Conditions to be Included in Formal Invitations to Bid/Requests for Proposal

1. An invitation to bid must contain criteria that will include but not be limited to, price, to be used in determining acceptability of the bids. If Hurricane Fire Rescue contemplates a renewal of the commodity contract, the Invitation to Bid will so state with sufficient information, including the contract period(s) of renewal, to enable each bidder to bid on the contract including renewal(s). In such case the contract award will be made based upon an evaluation of bids for the entire contract period including renewal(s). A formal invitation to bid will be mailed at least 10 days prior to the date set for submittal of bids, unless waived in writing, by Hurricane Fire Rescue. The purchase order/contract will be awarded with reasonable promptness by written notice to the responsive and responsible qualified bidder who submits the lowest responsive bid. The bid evaluation must be determined in writing to meet the requirements and criteria set forth in the Invitation to Bid.
2. Request for proposal will include a statement of commodities sought, all contractual terms and conditions applicable, and the date and time for submittal of proposals. Requests for proposal must contain the criteria that will include, but not be limited to, price to be used in determining acceptability of the proposal. If Hurricane Fire Rescue contemplates a renewal of the commodity agreement, the request for proposal will so state and will also provide sufficient information, including the contract period(s) of renewal, to enable each offeror to submit an offer on the contract including renewal(s). In such case the contract award will be made based on an evaluation of proposals for the entire contract period including renewal(s). To assure full understanding of and responsiveness to the solicitation requirements, discussions may be conducted with qualified offeror. Notice of Request for Proposal will be mailed at least 28 days prior to the date set for submittal of proposals.

A. Request to Withdraw Bid/Proposal

Requests for withdrawal will be granted if received by Hurricane Fire Rescue, in writing, at anytime before execution of a contract with the offeror/proposer.

B. Right to Reject Bids/Proposals

Hurricane Fire Rescue will reserve the right to reject any or all bids/proposals and such reservation will be indicated in all advertising and invitations to bid/requests for proposal.

C. Bid Modification for Commodities/Contractual Services

A bidder or offeror may not modify its bid after bid/proposal opening. Hurricane Fire Rescue may correct mistakes in an arithmetic extension of pricing. Hurricane Fire Rescue may waive minor irregularities in an otherwise valid bid/proposal.

D. Inspection or Examination of Sealed Bids/Proposals for Commodities/Contractual Services

Sealed bids/proposals are not subject to the State Of West Virginia public records provisions. Hurricane Fire Rescue may provide notice of a decision or intended decision or within 10 days after bid or proposal opening, whichever is earlier. The 10-day period does not include the date of the notice or opening. When the invitation to bid or request for proposal requires the bid or proposal to be placed in two separately sealed envelopes to be submitted simultaneously and not opened on the same date, the 10-day period begins the day after the opening of the second envelope. Bid or proposal opening will be public at the date and time and at the place specified in the solicitation. The opening will be conducted by an employee of Hurricane Fire Rescue and witnessed by at least one other employee of HURRICANE FIRE & RESCUE. Bid or proposal tabulation sheets will be completed simultaneously with the public reading of prices whenever appropriate. Upon completion of the tabulation, a copy will be made accessible for inspection by any interested party.

E. Receipt of No Competitive Sealed Bids/Proposals, in the First Invitation to Bid/Request for Proposal

When no competitive sealed bids/proposals are received for the purchase of a commodity or group of commodities in response to the sealed bid/proposal solicitation, Hurricane Fire Rescue will review the situation in order to determine the reasons, if any, why no competitive sealed bids/proposals were received before issuing a second invitation to bid/request for proposals; provided, however, if Hurricane Fire Rescue determines that commodities are available only from a single source, or that conditions and circumstances warrant negotiation on the best terms and conditions, Hurricane Fire Rescue's intended decision will be posted in the Hurricane Fire & Rescue office before the department may proceed with procurement. Hurricane Fire Rescue will document its file as to the conditions and

circumstances used to determine the decision to proceed without a second call for bids.

F. Default

Contractors who fail to perform to contract terms and conditions will be notified, in writing, stating the nature of the failure to perform and providing time certain for correcting the failure (reasonable time should not generally be less than 10 days after receipt of such notice). Unless the contractor corrects its failure to perform within the time provided, or unless Hurricane Fire Rescue determines on its own investigation that the contractor's failure is legally excusable, the contractor will be found in default and issued a second notice stating the reasons the contractor is considered in default and stating that Hurricane Fire & Rescue will re-procure or has re-procured the commodities or services and the amount of the re-procurement if known. Re-procurement of substitute commodities may be accomplished by first attempting to contract with the second lowest bidder under the Invitation to Bid/the offertory of the second best proposal under the Request for Proposal. If Hurricane Fire Rescue fails to contract with the second lowest bidder/offertory of second best proposal it may attempt to contract with the next lowest bidder/offertory of the next best proposal sequentially, until a bidder willing to perform at acceptable pricing under the bid/proposal conditions is found. Hurricane Fire Rescue may elect to re-bid or to purchase on the open market, as may be in its best interest. All correspondence to contractors respecting failure to perform will be sent Certified U.S. Mail Return Receipt Requested. The foregoing provisions do not limit, waive or exclude Hurricane Fire Rescue's remedies against the defaulting contractor at law or in equity.

G. Emergency Purchases of Commodities/Contractual Services

Statement Under Oath -- The Fire Chief will file with the Board a statement certifying the conditions and circumstances requiring an emergency purchase of commodities/contractual services in excess of the threshold amount for Category Three. However, such emergency purchase will be made with such competition as is practicable under the circumstances. Statements will be submitted within 30 days after date of purchase order or contract and will include complete details surrounding the event(s) that created the emergency. A copy of the purchase order or contract will accompany the statement.

H. Single Source Purchases of Commodities

If the Fire Chief determines that a commodity is available from a single source and total cost is in excess of the threshold for Category Three, the purchase may be excepted from bid requirements by the Board, in writing, upon the filing of a certification by the Fire Chief stating the conditions and circumstances requiring the purchase. This certification will set forth the purpose and need, and why the commodity is the only one that will produce the desired results. Hurricane Fire Rescue's intended decision will be posted in the HURRICANE FIRE & RESCUE office within 21 days after receipt or within 14 days after receipt of additional

materials, if requested. Failure of the Board to approve or disapprove the request within the 21-day period (as extended by the 14-day period when applicable), whichever is later, will constitute prior approval.

I. Procedures for Negotiation of Contracts for Purchase of Commodities

A. Negotiations After Receipt of No Competitive Sealed Bids/Proposals

When negotiating such a contract, Hurricane Fire Rescue will conduct negotiations as follows:

The negotiations will be made on the best price, terms, and conditions obtainable by HURRICANE FIRE & RESCUE to meet its needs. HURRICANE FIRE & RESCUE will specify in writing and make available to prospective contractors, its needs for the commodity to be purchased prior to commencing negotiations with any vendor.

If a valid bid/proposal was received, negotiations will commence first with the bidder/proposer submitting the valid bid/proposal. If Hurricane Fire Rescue is unable to negotiate a satisfactory contract with the bidder/proposer submitting the valid bid/proposal, negotiations may be held with the remaining bidders/proposers.

If no valid bid was received or if Hurricane Fire Rescue was unable to negotiate a satisfactory contract with the bidder/proposer submitting the valid bid/proposal, discussions will then commence with the vendor, which had submitted the lowest responding bid/proposal to the invitation to bid/request for proposals. Hurricane Fire Rescue will then undertake discussions with the next lowest responding bidder/proposer and continue discussions with the other bidders/proposers in ascending order of the bid prices until discussions are completed. During discussion, each vendor will be required to give a final firm price, terms, and conditions for the specific commodity/contractual service offered. Upon completion of discussions, HURRICANE FIRE & RESCUE will select the vendor offering the commodity/contractual service with the price, terms, and conditions, which, in its judgment, best meets its needs. Hurricane Fire Rescue will maintain an accurate record of the discussions held with each vendor. If HURRICANE FIRE & RESCUE is unable to negotiate a satisfactory contract with any of the vendors that had responded to the invitation to bid/request for proposals, it will follow the steps in 2. Below if it desires to proceed with negotiations.

B. Negotiation of Contracts Without First Seeking Competitive Sealed Bids/Proposals Exceeding the Threshold for Category Three

When determined by the Board to be in the best interests of Hurricane Fire Rescue, HURRICANE FIRE & RESCUE may contract by negotiation without

seeking bids/proposals first. When contracting by negotiation, the following procedures will be followed:

- (a) The Fire Chief will submit a request in writing to the Board detailing the necessity to contract by negotiation, the proposed steps to be followed by Hurricane Fire Rescue in negotiating the contract, and the proposed vendors that will be used in the negotiations. The Board's intended decision to contract by negotiation will be posted in the HURRICANE FIRE & RESCUE office.
- (b) Based on written needs of Hurricane Fire Rescue, HURRICANE FIRE & RESCUE will obtain from no less than three vendors, written information concerning their qualifications, integrity, and reliability, appropriate information concerning the commodity, which may be offered, by the vendor to meet HURRICANE FIRE & RESCUE's needs, and such other information as HURRICANE FIRE & RESCUE may require. In the absence of at least three vendors that may offer the commodity desired by Hurricane Fire Rescue, HURRICANE FIRE & RESCUE may consider less than three vendors upon prior approval of the Board.
- (c) Hurricane Fire Rescue will then rank, in order of preference, the vendors deemed by HURRICANE FIRE & RESCUE to have the qualifications, integrity, and the commodity to meet its needs.
- (d) Hurricane Fire Rescue will initiate discussions for a contract with the vendor ranked highest in order of preference, based on HURRICANE FIRE & RESCUE's evaluation of qualifications, integrity, reliability, and the commodity to meet its needs. If, in the sole discretion of HURRICANE FIRE & RESCUE, negotiations fail, HURRICANE FIRE & RESCUE will then undertake discussions with the remaining vendors in descending order of ranking. During discussions, each vendor will be required to give a final firm price, terms, and conditions for the specific commodity offered. Upon completion of discussions, HURRICANE FIRE & RESCUE will select the vendor offering the commodity with the price, terms, and conditions, which, in its judgment, best meets its needs. HURRICANE FIRE & RESCUE will maintain an accurate record of the discussion held with each vendor.

A. Audit Contracts

Audit contracts will be awarded pursuant to the following procedures:

1. The Board will appoint an auditor selection committee consisting of one of its members, the Fire Chief and Hurricane Fire Rescue fiscal officer.
2. The committee will advertise for proposals for any auditing services required by Hurricane Fire Rescue in a newspaper of general circulation in HURRICANE FIRE & RESCUE.

3. The committee will evaluate all submittals, interview applicants if necessary and select the three best-qualified firms for consideration by the Board.
4. The committee will submit its recommended list to the Board, which in its discretion may require presentations by the short listed applicants and will rank the applicants in order of qualifications.
5. Thereafter, the committee will attempt to negotiate a contract with the top ranked firm. If negotiations with the top-ranked applicant should fail, the committee will so announce and proceed to negotiate with the applicant ranked number two, and if necessary with number three.
6. The final contract, which may be annually renewable, will be presented to the Board for approval.

A. Legal Services

The Board, in its discretion, may retain general and specialized legal services through advertisements and solicitations for legal services as needed. Any contracts for services will be negotiated by the Fire Chief and submitted to the Board for approval.

B. Legal Review of All Contracts

Hurricane Fire Rescue will provide for legal counsel to review and approve the form of all contracts prior to executing same.

C. Contractor Qualifications

In order to be eligible to submit a bid for construction, renovation, repairs, modifications, demolition or other work on a Hurricane Fire Rescue project, a potential bidder must provide to Hurricane Fire Rescue evidence of the following qualifications:

- A. Current State Contractor license certification or registration as required under West Virginia Statutes, and

- B. Current Corporate Charter registration, if the potential bidder is a domestic (WV) corporation or authority to transact business if the potential bidder is a foreign (non-WV) corporation, as may be required by law.

Compliance with the Consultants Competitive Negotiation Act ("CCNA")

A. General Provisions

1. Purpose -- This part establishes procedures for the competitive selection of firms to provide professional architectural, engineering, landscape architectural, or land surveying services and the negotiation of contracts for such services. Professional services mean architecture, professional engineering, landscape architecture or registered surveying or mapping.
2. Public Notice – Hurricane Fire Rescue will give public notice of each instance in which professional services are being sought and provide a general description of the project. The notice will appear in a newspaper of general circulation in the county or counties near which the Hurricane Fire Rescue is located.
3. Letter of Interest -- Pursuant to the public notice, a firm desiring to provide professional services for a project will timely submit a letter of interest containing evidence of current professional status, capabilities, adequacy of personnel, past record and related experience, list of sub-consultants, and other information required by the notice necessary for HURRICANE FIRE & RESCUE 's evaluation.
4. Competitive Selection
 - (a) The Fire Chief or his designee will evaluate each letter of interest submitted regarding qualifications and performance ability. The Fire Chief or his designee will select and list not less than three firms, in order of preference, deemed to be the most highly qualified to perform the required professional service.
 - (b) The Fire Chief or his designee will then recommend to the Board that competitive negotiations be instituted with the firms selected. The Board may amend the Fire Chief's recommendation.

1. Competitive Negotiations -- Once the Board authorizes competitive negotiations, the Fire Chief or his designee will begin contract negotiations for professional services with the designated firms in order of rank for fair, competitive and reasonable compensation. Should negotiations with the firm determined to be the most qualified prove unsuccessful, negotiations with that firm will cease and negotiations will begin with the next most qualified firm on the list. Negotiations will continue in accordance with this Section until an agreement is reached.

If a satisfactory agreement is not reached with any of the initial firms, additional responding firms will be ranked and listed in the order of their competence and qualifications. Negotiations will then continue beginning with the first named firm on the second list until an agreement is reached. After successful negotiations, a recommendation will be made that the Board award the contract.

2. Emergency Procurement -- If, with the concurrence of the Board, the Fire Chief determines in writing that an immediate danger to the public health, safety, welfare or other substantial loss to the public requires emergency action, the Department may proceed with the procurement of professional services necessitated by the emergency without competition, upon approval of the Board.
3. Reservation of Rights – Hurricane Fire Rescue reserves the right to reject any and all bids, proposals or other offers to furnish professional or contractual services. HURRICANE FIRE & RESCUE will indicate this reservation in all solicitations for contractual or professional services. If Hurricane Fire Rescue finds it necessary to reject all bids, proposals or offers, a written statement to this effect will be placed in the bid/proposal file and the bidders/proposers will be notified. Hurricane Fire Rescue then may republish the notice seeking professional services, with any appropriate modifications. Any interested firm will have the opportunity to submit or resubmit its qualifications to HURRICANE FIRE & RESCUE for consideration.
4. Prohibition Against Contingent Fees -- Each contract for professional services will contain a prohibition against contingent fees.

A. Design-Build Provisions

1. General -the following procedures will be followed in selecting firms when design-build services are sought for Hurricane Fire Rescue construction projects.
2. Selection of the Design-Build Professional -- The design criteria professional will not be eligible to render services under design-build contracts executed pursuant to the design criteria package. The design criteria professional may be required to evaluate qualifications and proposals submitted by design-build

firms, review detailed working drawings for the project, and evaluate project construction for compliance with the design criteria package.

3. Design Criteria Package -- The design criteria professional will prepare and seal a design criteria package which will include, but not be limited to, the following: survey information and the legal description of the site; interior space requirements; material quality standards; schematic layouts and conceptual design criteria; cost or budget estimates; design and construction schedules; site development requirements; utility provisions for water, sewer, power and telephone; storm water retention and disposal; and parking requirements, if applicable. Due to the specific requirements of a particular project, additional criteria will be required in the design criteria package. The purpose of the design criteria package is to provide sufficient information upon which design-build firms may prepare proposals or upon which negotiations may be based. The firm to whom the design-build contract is awarded will be responsible for creation of the project design based on the criteria in the design criteria package.
4. Contracting Process – Hurricane Fire Rescue will follow the procedures for public notice, letters of interest, competitive selection and competitive negotiations set forth in Part A of this Section.
5. Reuse of Plans -- When Hurricane Fire Rescue reuses existing design criteria packages and resulting plans from a prior project; the requirements of this subpart will not be applicable.

Resolution of Protests from Contract Solicitation Process

- A. Notice -- This procedure applies to resolution of all protests arising from the contract solicitation process. Notice of all Hurricane Fire Rescue decisions or intended decisions will be by certified mail.
- B. By submitting a bid/proposal, all bidders or offerors agree to the process set forth in this policy.
- C. Notice of Protest -- Any person adversely affected by an invitation for bids (IFB), request for qualifications (RFQ), or request for proposals (RFP) will file a notice of protest, in writing, prior to the date on which bids, qualifications, or proposals, are to be received, and will file a formal written protest within ten days after filing the notice of protest. The formal written protest will state with particularity the facts and law upon which the protest is based.

Any person adversely affected by Hurricane Fire Rescue's decision or intended decision concerning a contract solicitation or award; or any person adversely affected by HURRICANE FIRE & RESCUE's decision to reject all bids, qualifications, or proposals, will file a notice of protest, in writing, within 72 hours after receipt of the notice of the decision or intended decision. A formal written

protest will be filed within ten days after filing the notice of protest. No time will be added to the above time limits for mail service.

D. Formal Written Protest -- The formal written protest will be printed or typewritten and contain:

1. The name and address of the person or firm filing the protest and an explanation of how they are adversely affected by Hurricane Fire Rescue decision or intended decision;
2. A statement of how and when the notice of HURRICANE FIRE & RESCUE's decision or intended decision was received;
3. A statement of all issues of disputed material fact, and if there are none, a statement so indicating;
4. A concise statement of the ultimate facts alleged, as well as the rules or statutes which entitle the Protestor to relief;
5. A demand for relief;
6. Any other information material to the protest.

A. Filing Notices of Protest and Formal Protests -A protest is not timely filed unless Hurricane Fire Rescue receives both the notice of protest and the formal protest within the prescribed time limits. Failure to file protest within the time prescribed in this policy will constitute a waiver of all claims.

B. Stay of Procurement -- Upon receipt of a formal written protest which has been timely filed, the bid solicitation or contract award process will be stayed until the subject of the protest is resolved by final agency action, unless the Fire Chief, with the concurrence of the Board, sets forth in writing particular facts and circumstances which require the continuance of the contract solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

Notice that a contract solicitation has been stayed will be given by U.S. mail or hand delivery to all to which IFBs, RFQs, or RFPs have been supplied. Upon receipt of a timely formal protest of a decision or intended decision to award or to reject all bids, qualifications, or proposals, notice will be given by U.S. Mail or hand delivery to all bidders for that contract.

C. Resolution of Formal Protest -- Upon the written request of the protestor or on its own initiative, Hurricane Fire Rescue will provide an opportunity for the protestor to meet with the Fire Chief to resolve the protest by mutual agreement within

seven days, excluding Saturday, Sunday, and holidays, of receipt of a formal written protest.

- D. If the subject of a protest is not resolved by mutual agreement within seven days, excluding Saturday, Sunday, and holidays, of receipt of the formal written protest, or a mutually agreed upon extension of time, the Fire Chief will certify in writing to the Board that there was no resolution. The protestor may contest Hurricane Fire Rescue's decision in a court of competent jurisdiction within 30 days of notice of HURRICANE FIRE & RESCUE's decision. Failure to bring such an action within 30 days of notice will constitute waiver of any protest.