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| City of Hanahan 1255 Yeamans Hall Road, Hanahan, SC 29410 Refer <u>ALL</u> Inquiries to: kfarias@cityofhanahan.com Phone#: (843) 576-5254 | REQUEST FOR QUOTES: Quotes will be due: October 20, 2022 |
| | Department: Procurement – Administration DESIGN LOGO AND BRANDING |
| E-Mail: kfarias@cityofhanahan.com | |

NOTICE TO VENDOR

It is the intent of this bid invitation to obtain a pricing proposal **for Logo and Branding** for the City of Hanahan. You must be in strict compliance with the specifications and offer the same or equal if so quoted. Any additions terms and conditions regarding specifications by the offeror shall have no force or effect.

EXECUTION

In compliance with this Request for Quotes, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are offered, at the prices set opposite each item within the time specified herein.

Failure to execute/sign quote prior to submittal shall render quote invalid. Late quotes are not acceptable.

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| VENDOR: | | PHONE NUMBER: |
| TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: | | |
| AUTHORIZED SIGNATURE: | DATE: | E-MAIL: |

OFFER VALID FOR 60 DAYS FROM DATE OF BID OPENING.

ACCEPTANCE OF QUOTE

If any or all parts of this quote are accepted, a purchase order will be issued to the vendor within 30 days of quote.

INSTRUCTIONS FOR QUOTES

- READ, REVIEW AND COMPLY:** It shall be the offeror’s responsibility to read, review and comply with all requirements specified herein.
- NOTICE TO OFFERORS:** By execution and delivery of this document, the offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
- TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the offer shall be valid for 60 days from the date of award.
- SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and offeror will be held responsible, therefore. Deviations shall be explained in detail. **The offeror shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
- CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document.

6. **ACCEPTANCE AND REJECTION:** The City of Hanahan reserves the right to reject any and all quotes, to waive any informality in quotes and, unless otherwise specified by the offeror, to accept any item in the quote.
7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, The City of Hanahan invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
8. **AWARD OF CONTRACT:** Qualified quotes will be evaluated and acceptance may be made of the lowest and best quote most advantageous to the City of Hanahan as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the substantial conformity with the specifications or work scope and other conditions set forth in the quote; the suitability of the items for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the City of Hanahan to be pertinent or peculiar to the purchase in question. The City of Hanahan reserves the right to make partial, progressive, or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quality of work, quantity, quality, delivery, service, other factors deemed by City of Hanahan. Interviews *may* be conducted.
9. **TAXES:**
 - The City of Hanahan pays sales tax; any taxes will be included on your purchase order; vendor is to bill taxes on invoices. The City is not tax exempt.
10. **TERMS AND CONDITIONS:** By bidding of these items, vendor, contractors, and/or subcontractors affirm they have read and accept our Purchasing Terms and Conditions. Our Terms and Conditions are attached.
11. **SUBMITTAL:** Quotes can be returned by email to:. Bid is due **October 20, 2022**, by 2p.m. EST. If you have any questions about this bid request, please contact kfarias@cityofhanahan.com.

[THIS SECTION INTENTIONALLY LEFT BLANK]

SCOPE OF WORK

CITY OF HANAHAN LOGO AND BRANDING

PLEASE CONSIDER THE FOLLOWING OBJECTIVES:

1. Design Process
2. Brand Strategy and Discovery
3. Concepts
4. Refinement
5. Delivery

A. PRICING AND TERMS FOR DESIGN AND IMPLEMENTATION:

B. ADD ONS:

C. TOTAL PRICING

Please submit pricing in a separate sheet

D. ESTIMATED DELIVERY DATE(S) AFTER APPROVAL OF DESIGN BY THE CITY:

**[You may add additional pages of information as needed].

STANDARD CONTRACT TERMS AND CONDITIONS

City of Hanahan

BRANDING AND LOGO

PARTICIPANTS: The City of Hanahan (herein COH).

QUALITY ESTIMATES: COH does not guarantee to purchase or award projects any amount under the contract to be awarded. Estimated quantities are for the purposes of submitting proposals only and are not to be construed as a guarantee to purchase any amount.

SPECIFICATIONS: Any deviation from specifications must be clearly indicated by offeror, otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the RFP states "No substitute". Proposals will be considered on other makes, models or brands having comparable quality, style, workmanship, and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF PROPOSALS: COH reserves the right to accept or reject any or all proposals or parts of proposals, and to waive informalities therein.

TAXES: Proposal prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals no proposal may be modified or withdrawn, unless done in response to a request for a "Best and Final Offer" from COH.

PATENTS, COPYRIGHTS, ETC.: The Contractor shall release, indemnify, and hold the Buyer, its officers, agents, and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

AWARD: COH may award multiple contracts as the result of this solicitation. Awards shall be made to the responsible offeror(s) whose proposal is determined to be the most advantageous to COH, taking into consideration price and the other evaluation factors set forth in the RFP.

NON-COLLUSION: By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the Request for Proposal, designed to limit independent bidding or competition. (See attached Non-Collusion Form).

CANCELLATION: Unless otherwise stated in **the** special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

DEFAULT AND REMEDIES: Any of the following events shall constitute cause for COH to declare Contractor in default of the contract: 1. *Nonperformance of contractual requirements*; 2. *A material breach of any term or condition of this contract COH shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages.* If the default remains, after Contractor has been provided the opportunity to cure, COH may do one or more of the following: 1. *Exercise any remedy provided by law*; 2. *Terminate this contract and any related contracts or portions thereof*; 3. *Impose liquidated damages*; 4. *Suspend contractor from receiving future proposal solicitations.*

LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow; the special terms and conditions shall govern.

REPORTS: The contractor shall submit quarterly reports to the COH Contract Administrator showing the quantities and dollar volume of purchases by each agency.

HOLD HARMLESS: The contractor shall release, protect, indemnify, and hold COH and the respective states and their officers, agencies, employees, harmless from and against any damage, cost, or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

GOVERNING LAW: This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the city or state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the COH Contract Administrator.

ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the COH Contract Administrator.

NONDISCRIMINATION: The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to Buyer upon request, for the purpose of determining compliance with these statutes. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations.

SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

PAYMENT: Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card".

FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. COH may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

HAZARDOUS CHEMICAL INFORMATION: The contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

FIRM PRICE: Unless otherwise stated in the special terms and conditions, if any, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening. Prices must remain firm for the full term of the contract.

EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern.

PROPOSAL PREPARATION COSTS: COH is not liable for any costs incurred by the offeror in proposal preparation.

CONFLICT OF INTEREST: The contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any COH participants to any officer or employee of COH or participating states to secure favorable treatment with respect to being awarded this contract.

INDEPENDENT CONTRACTOR: The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind COH to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for COH, except as expressly set forth herein.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the COH participating states shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions, and prices.

DEBARMENT: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by COH.

RECORDS ADMINISTRATION: The contractor will maintain or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

AUDIT OF RECORDS: The contractor agrees to allow COH, State and Federal auditors, and city staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

Revision date: October 10, 2022

End Document