



FY 23-24  
CITY OF HANAHAN  
Request for Proposal

**Provide Professional On-Call Business Relations and Economic Development  
Legal Services**

Solicitation #COH-9202023

Submissions due by: 2p.m., October 18<sup>th</sup>

**CITY OF HANAHAN REQUEST FOR PROPOSALS  
BUSINESS RELATIONS AND ECONOMIC DEVELOPMENT LEGAL SERVICES**

**THE CITY OF HANAHAN** hereinafter referred to as the **(COH)**, invites all interested professional legal firms, licensed in the State of South Carolina, to submit proposals to provide **On-Call Business Relations and Economic Development Legal Services** for various projects within the City of Hanahan.

**All bids shall be *hand delivered* or mailed via *U.S. Mail* or *UPS/FedEx*. Bids must be submitted with two (2) originals and one copy addressed to:**

City of Hanahan – **BUSINESS RELATIONS AND ECONOMIC DEVELOPMENT LEGAL SERVICES – #COH-9202023**

Purchasing Department  
Attn: Robyn Brown  
1255 Yeamans Hall Road  
Hanahan, SC 29410

All interested parties are encouraged to submit questions to Cameron Spencer at [Cspencer@cityofhanahan.com](mailto:Cspencer@cityofhanahan.com) if they have any questions regarding this solicitation.

**OWNERS RIGHTS:** The COH reserves the right to accept or reject any, all or any part of proposals received as a result of this request, to waive any informalities or to cancel in part or in its entirety this request, if it is in its best interest to do so. The COH will be sole judge as to whether proposals submitted meet all requirements. All proposals submitted shall become the property of the COH. This solicitation does not commit the COH to award a Contract, to pay any cost incurred in the preparation of proposals or to procure or Contract for goods or services.

**The COH reserves the right to interview all or any of the responding firms to this RFP.** All proposals must provide satisfactory evidence of ability to furnish services in accordance with the terms and conditions outlined in the solicitation.

Upon award of Contract, the COH will supervise and authorize payments and acceptance of the Contract.

**DEADLINE TO SUBMIT:** PROPOSALS must be received by: **Wednesday, October 18<sup>th</sup>, 2023 at 2pm.**

**NOTE: Interested parties may download PACKAGE from COH website at**

<https://www.cityofhanahan.com/administration/page/bids-rfps-rfqs>

### **Submittal Guidelines**

#### **Proposed Timeline\***

<b>Distribute RFP:</b>	<b>September 20, 2023</b>
<b>Last Date for Questions:</b>	<b>October 12, 2023</b>
<b>RFP Response Deadline:</b>	<b>October 18, 2023</b>
<b>Review of Proposals:</b>	<b>October 23, 2023</b>
<b>City Administrator Approval of Contract:</b>	<b>November 6, 2023</b>
<b>Project Start/Notice to Proceed:</b>	<b>November 8-10, 2023</b>

**\*All dates are subject to change depending upon meeting schedules.**

#### ***Proposal Requirements***

Please include the following in your response.

- **Cover letter:** An introductory letter indicating the name of the firm and team composition, contact person and information, and a short statement summarizing the strengths of the team as it relates to this project.
- **Relevant Experience:** A description of the firm's relevant experience and capabilities.
- **Description of Scope:** A clear description of how the proposer will complete the scope of services, including project milestones, meetings, and deliverables.
- **References:** Please provide names and contact information (phone and email) for three individuals who can speak to the firm's past performance on similar projects, preferably governmental entities.
- **Fees:** Fee details should be broken down by phase and include hourly rates, estimated hours by person and travel expenses.



**City of Hanahan  
PURCHASING**

**PRICE PROPOSAL SUBMITTAL FORM**

Solicitation  
Number  
#COH-  
9202023

**BUSINESS RELATIONS AND ECONOMIC  
DEVELOPMENT LEGAL SERVICES**

Robyn Brown  
Purchasing Agent  
1255 Yeamans Hall Road  
Hanahan, SC 29410  
RBrown@cityofhanahan.com

AWARD &  
AMENDMENTS

**\*\*\*\*\*INSTRUCTIONS\*\*\*\*\***

**SUBMIT: Two originals (2) plus a COPY**, please use this page (page 3) as your SUBMITTAL FORM, this form must be signed. Please show Contract solicitation number on envelopes. List of solicitations and award can be requested by email to RBrown@cityofhanahan.com.

NAME OF BIDDER (Full legal name of business submitting the offer)

OFFEROR'S TYPE OF ENTITY: (Check one)

AUTHORIZED SIGNATURE

Sole Proprietorship  Partnership  Corporation \_\_\_\_ State of Inc.

Person signing must be authorized to submit binding offer to enter Contract on behalf of Bidder named above. My signature indicates my agreement to be bound to the terms and conditions contained herein.

Government entity (federal, state, or local)  Other  
 DBE/MBE  SC RESIDENT VENDOR  
 CERTIFICATE OF INSURANCE ENCLOSED

TITLE (Business title of person signing above)

TAXPAYER ID \_\_\_\_\_ DUNS Location \_\_\_\_\_

PRINTED NAME (Printed name of person signing above)

DATE

BIDDER'S ADDRESS

CITY/STATE

ZIP CODE

PHONE

FAX

E-MAIL

I hereby certify that my below price includes cost for permits, fees, personnel, supervision, labor, materials, and equipment required for **BUSINESS RELATIONS AND ECONOMIC DEVELOPMENT LEGAL SERVICES FOR THE CITY OF HANAHAN** in accordance with all terms, conditions and specifications contained herein.

**PROPOSED TOTAL:**

**COST: \$** \_\_\_\_\_

My signature indicates that this offer may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of sixty (60) days following the bid date.

*Signature of Bidder/Vendor:*

ACCEPTED BY: \_\_\_\_\_

Robyn Brown  
Purchasing Agent, City of Hanahan

DATE

## SECTION I

The purpose of this **REQUEST FOR PROPOSAL** is to seek a qualified Vendor to provide on-call **Business Relations and Economic Development Legal Services**.

This document will serve as the Contract, by signing Page three (3) of this document, Bidder's signature verifies familiarity with information contained within this entire solicitation and applicable amendments, and verifies to the City, Bidder to be true and correct. Bidder certifies that offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting for the same materials, supplies or equipment or service, and is in all respects, fair and without collusion or fraud. Bidder agrees to abide by all conditions of this solicitation and certifies that he/she is authorized to sign. Bidder affirms that *by submission of a signed agreement, he/she certifies, under penalties of perjury, that said firm complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.*

**CERTIFICATE OF INSURANCE:** A copy of your 'Certificate of Insurance' must be submitted with your Proposal. For any CONTRACTOR visiting on-site in the COH, providing consulting, evaluation or other services, for the protection of the COH, CONTRACTOR shall maintain throughout the performance of its obligations under this Agreement a policy or policies of **WORKER'S COMPENSATION INSURANCE** with such limits as may be required by law, and a policy or policies of **GENERAL LIABILITY INSURANCE** with limits sufficient to cover any loss or potential loss resulting from this Contract insuring against liability for injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the CONTRACTOR or any of their respective officers, directors, employees or agents and a policy or policies of **AUTOMOBILE LIABILITY INSURANCE** with such limits as may be required by law insuring against liability for injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the CONTRACTOR or any of its Contractors or their respective officers, directors, employees or agents while operating their vehicle(s) on the COH property.

**COMPETITION:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested Bidder to notify the Purchasing Agent in writing so as to be received five (5) days prior to opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.

**CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed in writing to the COH Purchasing Office, 1255 Yeaman's Hall Road, Hanahan, SC 29410.

**CORRECTION OF ERRORS ON RESPONSE FORM(S):** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the proposal/bid. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal/bid shall be altered or amended after specified time for reviewing.

**DEFAULT:** In case of default by the Contractor, the COH reserves the right to purchase any or all services in default in the **open market**. The defaulting contractor shall not be considered a responsible proposal submitter/bidder until the assessed charge has been satisfied.

- a) **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
- b) **Termination--Breach.** Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, the COH shall have the right to immediately terminate the contract. Such termination shall not relieve Contractor of any liability to the COH for damages sustained by virtue of any breach by Contractor.
- c) **Termination--Funding.** Should funding for this contract be discontinued, the COH shall have the right to terminate the contract immediately upon written notice to Contractor.
- d) **Termination--Notice.** the COH may terminate this contract at any time upon written notice to Contractor.
- e) **Warranty and Responsibilities.** Any failure of Contractor to provide goods or services or otherwise perform pursuant to this contract, including, without limitation, interruption or delay, that is due to failure of any services, individually or in combination, to successfully transition and/or to provide correct results as set forth in this document, shall not be *force majeure*, and shall be a breach of this contract. This applies to any failure of Contractor to perform and/or subcontractors that are due to perform any services, individually or in combination.

**DISPUTES:** The laws of South Carolina shall govern this Agreement.

**EQUAL OPPORTUNITY:** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

**FALSE CLAIMS:** According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

**FIXED PRICING REQUIRED:** Any pricing provided by contractor shall include all costs for performing the work associated with that price. Contractor's price shall be fixed for the duration of this Contract, including option terms, if any. This clause does not prohibit contractor from offering lower pricing after award.

**INDEMNIFICATION:** Any term or condition is void to the extent it requires the City to indemnify anyone.

**MAINTENANCE AND RESTORATION:** It shall be the Contractor's responsibility to keep the site neat and clean for duration of Contract. All waste materials and unnecessary construction equipment shall be removed from the site. Contractor shall be responsible for repair of damage to public and other private lands resulting from any work performed under the Contract.

**NON-APPROPRIATIONS:** Any contract entered into by COH or its departments, institutions, agencies, political subdivisions or other entities resulting from this bid invitation shall be subject to Cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

**CONTRACT MANAGEMENT:** Contractor shall be responsible for coordinating all work with the COH Purchasing Agent or Authorized Management, including (but not limited to); pay requests, change orders or anticipated delays, progress updates.

**PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT:** The COH requires all contractual activities to be in compliance with local, state, and federal mandates concerning “Protection of Human Health and Environment”. Any contractor doing business with the City will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to “The Hazard Communication Standard” OSHA CFR 1910.1200 (SC article 1,71-1910.1200). By submission of this proposal, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

**PUBLICITY:** Contractor shall not publish any comments or quotes by the COH employees or include the City in either news releases or a published list of customers, **without the prior written approval** of the City Administrator.

**REJECTION/CANCELLATION:** The COH reserves the right to accept or reject any, all or any part of proposals received as a result of this request, or to cancel in part or in its entirety this request if it is in the best interest of the City to do so. The City of Hanahan will be sole judge as to whether offers submitted meet all requirements contained in this solicitation. The COH will not be responsible for any cost incurred in the preparation of proposals. The COH reserves the right to negotiate final price subsequent to the submission of qualified proposals. All statements shall become the property of the COH upon submission by Bidder.

**RESTORATION OF PROPERTIES & EXISTING CONDITIONS:** The Contractor shall be solely responsible for the continuity of service and shall maintain a safe and satisfactory operating condition for the duration of this Contract. The Contractor shall exercise every precaution to avoid damage to property. It shall be the Contractor’s responsibility to keep the site neat and clean during the duration of the Contract. At no time shall the Contractor allow any piece, part, pile, pool, or other collection of material be left in such allocation that would pose a hazard to persons in the work area.

The contractor shall actively exclude unauthorized persons from the work area. Contractor (and all approved sub-contractors) shall be appropriately licensed for the work proposed. The successful contractor shall also be responsible for obtaining any and all permits required. The contractor shall maintain all necessary insurance for any damages to material or persons, including employees. The Contract will be authorized for payment upon satisfactory inspection by the Contract Manager. Any claims for additional work, beyond the given scope will be ineligible for payment unless prior approval is given by the COH.

**RESTRICTIONS APPLICABLE TO BIDDERS:** Violation of restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the SC state Ethics Act. (a) After issuance of the solicitation, *you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.* All communications must be solely with the Procurement Director or designee. This restriction may be lifted by express written permission from the Procurement Director. (b) Unless otherwise approved in writing by the Procurement Director *you agree not to give anything to any Using Governmental Unit.*

**TERMINATION:** Subject to the conditions below, the Contract may be terminated for any reason by the Procurement Office providing a 30-day advance notice in writing is given to the contractor.

***\*For Convenience*** - In the event that this Contract is terminated or canceled upon request and for the convenience of the COH without the required thirty (30) day’s advance written notice, then the COH may negotiate reasonable termination costs, if applicable.

***\*For Cause*** - Termination by the COH for cause, default or negligence on the part of the contractor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty- (30) days advance notice requirement is waived and the default clause in this solicitation shall apply.

**SECTION II**  
**SPECIAL TERMS & CONDITIONS**  
**Contractor Qualifications**

1. All proposals must include key personnel who will be assigned to this Contract.
  2. All Bidders shall be licensed and certified to deliver within the applicable Contract jurisdiction(s).
  3. List all pertinent certifications and qualifications that may be related to this Contract.
  4. Contract Approach – Description of pertinent aspect of approach to this Contract that may provide positive differentiation from other submitted proposals.
  5. Provide references for similar Contracts which are ongoing or have been completed within the last five (5) years.
  6. Provide 2 Originals (plus 1 copy) of your submission/offer.
  7. Attach cover letter and executed Price Proposal with your bid proposal.
- A. **AWARD CRITERIA:** The City intends to select and retain a contractor whose response to this “Request for Proposal” best demonstrates ability to perform and comply with requirements herein. Requirements are not intended to be restrictive but indicate minimum requirements necessary. Your proposal shall include adequate proof of ability to provide the services requested. All work will be performed in accordance with applicable local, state and federal requirements. Unless stated otherwise herein, the basic and governing language of the Contract resulting from this solicitation shall be comprised of the RFP documents, including any attachments and Addendums, and page 3 signed. The highest ranked proposals may warrant an oral presentation. The City reserves the right to interview all or any of the responding firms to this RFP. The City anticipates that it will award contract(s) in a timely manner. All respondents shall be notified in writing of the final selection. The COH reserves the right to accept or reject any, all or any part of offers received as a result of this request, **to waive any informalities or to cancel in part or in its entirety this request**, if it is in the best interest to do so. The COH will be sole judge as to whether proposals submitted meet all requirements. All proposals shall become the property of the COH. This solicitation does not commit the COH to award a contract, to pay any cost incurred in the preparation of proposals or to procure or contract for goods and services.