



Town of Bluffton Request for Proposals RFP # 2017-51

AS NEEDED / ON-CALL EASEMENT APPRAISAL AND REVIEW APPRAISAL SERVICES

1. PURPOSE

The Town of Bluffton, South Carolina (Town) is seeking proposals from interested and qualified firms with past, proven, positive experiences in providing As needed/On-Call Easement Appraisal and Review Appraisal Services, under a fixed price contract. The target start date for performing these services is March of 2017. The Town intends to award one contract to the firm(s) that presents a proposal considered to be of the best value to the Town for a period of one (1) year with the option to renew for two (2) additional 1 year periods.

At any time during the solicitation process, the Town of Bluffton reserves the right to refuse any and all sealed proposals and to waive any technicalities and formalities. The Town of Bluffton reserves the right to negotiate with all qualified Proposers. The Town may cancel this solicitation in part or in its entirety at any time during the solicitation process if it is in the Town's best interest to do so.

2. SOLICITATION TERMS and CONDITIONS

Proposers Responsibility:

While the Town has used considerable efforts to ensure an accurate representation of information in this RFP, each prospective Proposer is urged to conduct its own investigations into the material facts and the Town shall not be held liable or accountable for any error or omission in any part of this RFP.

Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of a contract and to verify any representations made by the Town upon which the Proposer will rely. If the Proposer receives an award because of its submission, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Proposer for additional compensation or relief.

A Proposer, by submitting a proposal represents that the Proposer has read and understands the Request for

Proposals requirements and its response is made in accordance therewith and that the Proposer is familiar with the local conditions under which the awarded Proposer must perform.

It is incumbent upon each prospective Proposer to carefully examine these requirements, terms, and conditions. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing in accordance with procedures set forth herein. The Town will not be responsible for any oral representation given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

Questions and Inquiries:

Questions and inquiries must be received seven (7) calendar days prior to the submittal due date. Replies considered necessary or critical to the solicitation will be issued through an addendum within the Bid Opportunities section of the Town's website at [Town of Bluffton - Bid Opportunities](#). It is the Proposer's responsibility to check the website periodically to determine if an addendum has been issued. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by potential firms in submitting their qualifications statement. Receipt of all addenda shall be acknowledged by the firm signing and enclosing said addendum acknowledgement with their proposal.

Questions and inquiries regarding this solicitation shall be submitted to:

John R. Hutchinson
Town of Bluffton
jhutchinson@townofbluffton.com
Fax: 843-706-4533

Restricted Discussions:

All prospective Proposers are hereby instructed not to contact any member of the Town of Bluffton Council, the Town Manager or Town of Bluffton staff members, other than the noted contact person OR the Town's Purchasing Administrator regarding this RFP or their response at any time during the RFP process. Any such contact shall be cause for rejection of your submittal

Submittal of Proposals:

Sealed proposals shall be received by or prior to:

2:00 PM on Thursday, March 23, 2017

Packages containing submittals shall be presented as such that they may be easily identified. The outside of the package shall be identified as follows:

RFP # 2017-51
As Needed / On-Call Easement Appraisal Services
Town of Bluffton
Attn: John R. Hutchinson

Packages containing submittals shall be delivered to:

Town of Bluffton

**20 Bridge Street
Bluffton, South Carolina 29910**

Or mailed to:

**Town of Bluffton
PO Box 386
Bluffton, South Carolina 29910**

Opening of Proposals:

The receipt and opening of packages containing proposals shall be public, at the address, on the date and time specified above. The closing date and time shall be scrupulously observed. All proposal packages that have been timely accepted by the Town will be formally opened and accepted for consideration. The names of the firms submitting a proposal package will be read aloud and recorded. No other information will be provided to the public until after a final contract has been awarded.

Late Submittals:

Under no circumstances shall proposals be delivered after the time specified; such submittals will be returned unopened to the submitting firm. The Town will not be responsible for late deliveries or delayed mail. It is the firm's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the said opening. Submittals which for any reason are not delivered will not be considered. Offers by facsimile, telegram or telephone are not acceptable.

Acceptance / Rejection:

The Town reserves the right to accept or reject any or all proposals. The Town also reserves the right to waive any irregularities, informalities, or technicalities and may at its discretion, request a new solicitation.

Receipt of a proposal does not indicate that the Town of Bluffton has pre-determined a company's qualifications to receive an award or contract. Such determination will be made after the opening and will be based on the Town's evaluation of the proposals compared to the specific requirements and qualifications of a firm as contained and described in this document.

Proprietary and/or Confidential Information:

A proposal is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. A firm that cannot agree to this standard should not submit a proposal.

All information that is to be treated as confidential and/or proprietary must be CLEARLY identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. All information not so denoted and identified may be subject to disclosure by the Town.

Award:

Award will be made to the Proposer who submits the overall proposal that is judged to provide the most advantageous and best value to the Town. In determining the most advantageous proposal, the Town reserves the

right to consider criteria, such as, but not limited to, cost, quality, workmanship, past experience, ability, capability, reputation, and past performance. The Town may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

Local Preference:

The Local Vendor Preference program has been implemented by the Town of Bluffton under the Town of Bluffton Ordinance No. 2010-13. The ordinance allows the Town to implement more favorable evaluation criteria for vendors that are certified as local vendors. Any vendor certified as a local vendor shall be given preference in the following manner:

A. Definition of a Certified Local Vendor:

- Company maintains a local office within the legally defined boundaries of Beaufort County; has a majority of full time employees, chief officers and managers regularly conducting work at this location; properly licensed for commercial operations; is open to the public; and is in compliance with local zoning requirements;
- Company has held a valid Town Business License for a consecutive period of at least two (2) years prior to application for certification; and
- Company has submitted a Local Preference Certification statement and is on file .

B. Evaluation Processes:

- Selection criteria shall include (as applicable) the local vendor preference program or demonstrated local content with a minimum weighting of five (5) percent

3. QUALIFICATIONS

At a minimum, and to be considered a responsible proposer, the individuals and/or firm must:

- A.** Currently possess or be willing to obtain a Town of Bluffton Business License if contract is awarded;
- B.** Have five (5) years of documented past, proven and positive experiences in providing the services requested;
- C.** Provide at least five (5) references of clients for whom the firm has provided similar services
- D.** Demonstrate the ability to provide the requested services;

4. SCOPE OF SERVICES

This Scope of Services defines the minimal acceptable performance by the proposer in providing the defined services identified below. The successful offeror will demonstrate in its proposal the ability to perform these services for the Town of Bluffton. Offerors are encouraged to propose alternate approaches and/or enhancements to the process as part of the methodology and approach of the submittal package. The target date for performing these services is March of 2017.

Term of Contract:

This contract shall be effective for one (1) year following the date of execution.

Option to Renew:

Prior to, or upon completion of the initial term of this contract, the Town shall have the option to renew the contract for two (2) additional one (1) year periods. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a Town prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the Town.

Scope of Work:

Except as otherwise provided herein as the responsibility of Town of Bluffton, the successful proposer will provide As Needed / On-Call Easement Appraisal and Review Appraisal services for the various acquisitions of utility and/or sidewalk easements. The Contractor shall furnish all labor, materials and resources necessary to implement the work being requested.

The cost for all services shall be in accordance with the scheduled fees and rates provided in Attachment 2 of this solicitation. All hourly rates shall begin at the time the Contractor arrives to the job site.

The Contractor shall provide the services that are described and included within Attachment 1 (Scope of Work) and shall be incorporated into the Master Service Agreement.

Delivery and Completion of Work:

The Town will use the Proposer's estimate to develop a period of performance for work to be completed. This period of performance may be adjusted at the Town's discretion. All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the Proposer(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the Proposer shall notify the Town of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the Town.

Acceptance of Services:

The services rendered as a result of an award from this solicitation shall not be deemed complete, until accepted by the Town and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the Town reserves the right to terminate the contract and will not be responsible to pay for any such service.

5. SUBMITTALS and FORMAT

By submitting a proposal, the firm certifies that it has full knowledge of the scope, nature, and quality of work to be performed. Submittals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements of the scope of work and a solution that is viable and within the Town's best interests.

The Town reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each submittal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible. Failure to provide the requested information will render your proposal as non-responsive.

The submittal package shall consist of **five (5)**, one (1) signed original and **four (4)** complete copies of the Respondents proposal. The submittal package along with the appropriate number of copies shall be sealed and delivered no later than date and time listed above.

The contents of the proposal shall include the following:

A. Signatory Sheet

Completed, signed and certified qualifications statement.

B. Letter of Transmittal

Limit to one (1) or two (2) printed pages.

- Briefly state the firms understanding of the work to be done and the commitment to perform the work.
- Give the names of the persons who will be authorized to make representations for the firm, their titles, and contact information.
- The letter must be signed by an authorized representative of the company who has the authority to commit the company to their proposal as submitted.

C. Copy of Town of Bluffton Business License

This section shall include a copy of the firms Town of Bluffton Business License. If the firm does not currently have a license, then a letter of commitment to obtain a Town of Bluffton Business License if contract is awarded shall be inserted.

D. Firms Profile

- State whether the organization is national, regional or local
- State the location of the office from which the work is to be performed.
- Describe the firm, including the size, the number of clerical staff and range of services offered in house.
- Qualifications of project members, operating personnel and management who would be assigned and have direct responsibility for fulfilling the terms of the contract, particularly with similar scope and complexity.
- What ability does the firm have to sustain the potential loss of key personnel and still adequately meet the terms of the contract?

E. Firms Experience and Performance (Past and Current)

- Indicate firm's proven, positive past experiences with projects of similar scope and complexity.
- Provide experience in meeting timelines and schedules with clearly established and proven methods for maintaining the budget.

- Indicate services performed for similar projects in the past five (5) years. Projects shall include demonstrated, successful performances including, but not be limited to:
 - Quality control;
 - Ability to work in a team environment to effectively motivate contractor to successfully meet project requirements for quality, schedule, and budget;
 - Quality, timeliness, completing project
- Provide at least five (5) references of clients for whom the firm has provided similar services. Give dates and other particulars of the jobs, contact persons with contact information.

F. Firms approach and methodology to executing solution and/or performance

- Provide a concise description of the approach and process the firm will employ to successfully complete the work to be performed to include operational plans, work procedures, processing systems and any specific staffing or equipment resources that will be employed by the firm to support the needs and objective of the Town of Bluffton.
- Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the firm will approach the project and the methodology to be used to perform the services or obtain the solution as described or outlined in the Scope of Services.
- Exceptions – clearly describe any exceptions the firm may have in regards to any requirements stated in the Scope of Services.

G. Pricing Schedule

Firms shall complete the attached pricing schedule form which is based on the scope of services to be provided. The pricing schedule of this solicitation defines the requirements of the services to be purchased, and must be completed and submitted with the proposal. Use of any other form(s) or alteration of the included schedule may result in rejection of the proposal. (See Attachment 2)

6. EVALUATION, SELECTION, NEGOTIATION and AWARD

State of South Carolina procurement code will be followed to secure the awarded firm. The contact listed within this solicitation, in coordination with the Purchasing Administrator, will be the coordinator for the selection process and the sole point of contact for all respondents. In addition to the materials provided in the written responses to this RFP, the Town may utilize site visits or may request additional material, information, interviews, presentations or references from the respondent(s) submitting a proposal or offer.

A. Evaluation Criteria:

Proposals will be evaluated on the basis of the following criteria:

A points system will be given to each criteria listed through the identified weighting system:

EVALUATION CRITERIA	MAX POINTS
Proposed Costs	30
Related Experience on Similar Projects	25
Ability to provide the services requested	20

EVALUATION CRITERIA	MAX POINTS
Local Vendor Presence	5
Firms Qualified Personnel	20
TOTAL POSSIBLE POINTS	100

B. Evaluation Method

All responsive submittals will be reviewed and evaluated by a Review and Selection Team. This three (3) to five (5) member committee approach will require selected staff to evaluate the submittals through the following processes:

- Individually provide a detailed review and thorough evaluation of each submittal;
- Individually score each submittal utilizing the scoring method given;
- Combining the scores of each individual team member to form an overall team score;
- Eventual participation in a team discussion, including in-depth evaluations and group interaction after individual review and scores are achieved.

The Town reserves the right to request additional information and/or clarification of any information submitted by any respondent at any time during the evaluation process. This includes, but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services as requested. The Town reserves the right to make investigations of the qualifications of the respondent as it deems appropriate, including but not limited to background investigations.

Firms exhibiting the ability to provide and maintain the services requested; submits a proposal that is formatted correctly; and is inclusive of all the required forms will be considered a responsive and responsible proposer.

C. Selection Method:

In general, the Town of Bluffton wishes to avoid the expense (to the Town and to presenting firms) of unnecessary presentations. Therefore, the Town will make every reasonable effort to achieve the ranking using written submittals alone.

If no single top ranked firm can be clearly identified by review of the written submittals alone, then the Review and Selection Team shall request the Purchasing Administrator to schedule the top ranked firms for presentations / interviews.

The Town may choose to conduct oral interviews with, or receive oral presentations from, one or more of the Proposers. If the Town chooses to allow oral interviews and/or presentations, such interviews or oral presentations will be open to the public. The Town will not be liable for any costs incurred by a Proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.)

The Selection and Review team will rank all complete submittals received and/or formal oral presentations/interviews in order of preference and outcomes will be based on the determination of which firm will meet the needs and provide the best overall value to the Town as it pertains to the requirements of the scope of work.

D. Negotiations:

The Town reserves the right to negotiate a final agreement with the top ranked proposal that meets the needs and is considered the best value to the Town of Bluffton. If a contract cannot be negotiated with the highest ranking firm, negotiations may be conducted with the second, and then the third, and so on until a

satisfactory contract can be agreed upon and executed. Additionally, should the Town choose to do so, it reserves the right to provide all responsive and responsible Proposers an opportunity to submit their best and final offers.

E. Award and Contract

Award will be made in accordance with the Town of Bluffton's purchasing policy and procedures. A contract resulting from an award shall be the Town of Bluffton's purchase order and/or contract, containing the Town's terms and conditions. A sample of the contract has been attached to this solicitation for viewing. Contracts from firms submitting a proposal will not be accepted.

Attachments

1. Scope of Work
2. Pricing Schedule Form
3. Sample Town of Bluffton Master Service Agreement

ATTACHMENT 1

SCOPE OF WORK

AS NEEDED / ON-CALL EASEMENT APPRAISAL SERVICES

Except as otherwise provided herein as the responsibility of Town of Bluffton, the Contractor shall provide easement appraisal services in accordance with this scope of work, attached to the agreement as Attachment 1, between both parties.

The following shall be the minimal acceptable performance standards as provided by the Contractor:

I. GENERAL

- A. The Contractor, if doing business under an assumed name, i.e. an individual, association, partnership, corporation, or otherwise, shall be registered with the State of South Carolina Division of Corporations and hold a current and valid Town of Bluffton Business License.
- B. The Contractor shall assume full responsibility for damage to Town or Property Owners property caused by the Contractor's employees or equipment as determined by designated Town personnel.
- C. The Contractor shall be solely responsible for the safety of the Contractor's employees and others relative to the Contractor's work, work procedures, material, equipment, transportation, and related activities.
- D. The Contractor shall possess and keep in force all licenses and permits required to perform the services of this Agreement.
- E. No guarantee of the actual service requirement is implied or expressed by this Agreement. As needed and on-call service requirements shall be determined by actual need. The Town reserves the right to include additional appraisals during the tenure of this agreement.
- F. This is a non-exclusive agreement. The Town may now or hereafter enter into agreements with other contractors for maintenance and service of its generators. Employees of the Town may elect to place orders with one or more contractors under agreement with selection made on the basis of price, location, hours of operation, and/or availability of needed services.
- G. Contractor's maintenance and service personnel shall be trained and experienced in servicing the generators and equipment specified. Contractor shall provide certification upon request by the Town representative.
- H. The Contractor shall employ sufficient qualified project managers/account executives, certified/licensed mechanics and certified/licensed technicians who can arrive on the site within the specified time period and perform the services required.
- I. Services to be provided shall be performed by qualified, trained, certified and licensed personnel, directly employed by the Contractor. Under no conditions shall any work specified be subcontracted without the Town's prior approval. Pre-approved Subcontractor's shall be accompanied by and under the direct supervision of the Contractor at all times.

- J. The Contractor shall furnish all services to be performed in compliance with applicable standards, regulations and codes established by local, state and federal agencies.

II. **RESPONSIBILITIES OF THE CONTRACTOR**

The responsibilities of the Contractor include, but shall not be limited to, the following:

- A. The Town anticipates the need for acquisition services for utility and/or Sidewalk easements. The number will depend on the scope of the project. Each easement will require an individual appraisal followed by a subsequent review appraisal.
- B. Final easement plats will be provided to the successful offerors prior to issuance of Notice to Proceed.
- C. The Town desires to move quickly with the appraisal and review appraisal process. As is usual and customary, the appraisals must be completed before the review appraisal work (if required) may commence. *(URA rules prohibit the Town from selecting one firm for both appraisal and review appraisal services on the same project. Therefore, more than one firm will be selected for the appraisals and review appraisal services).*
- D. The appraisals and review appraisals shall be prepared in accordance with applicable State and Federal Uniform Relocation Act rules, which are incorporated herein by reference. The appraisal must contain a valuation based on the "Before" and "After" values. This document (plus applicable supplementary or other supporting documentation), will be a key deliverable under the proposed contract between the Town and the appraiser.
- E. In accordance with URA rules, the contractor must agree to allow the property owner, should the owner choose to do so, to accompany the successful offeror on the walkthrough of the property.
- F. The Contractor must be willing to accommodate the schedule of these owners by agreeing to meet at specified time during the normal business day, at least one early evening, and one weekend morning. The Town of Bluffton Engineering Department will handle the coordination of these appointments with the property owners.
- G. **Insurance:**

The Contractor shall provide and maintain at all times during the term of the contract, without cost or expense to the Town, policies of insurance, with a company or companies authorized to do business in the State of South Carolina, and which are acceptable to the Town, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for a timely provision of certificate(s) of insurance to the Town at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Town within five (5) working days of such request and must be received and accepted by the Town prior to contract execution and/or before any work begins.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

Workers Compensation – The Contractor shall agree to maintain Worker’s Compensation Insurance & Employers Liability in accordance with the State of South Carolina Code.

Business Auto Policy – The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles.

Commercial General Liability – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of South Carolina. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Professional Liability – The Contractor shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the Town reserves the right, but not the obligation, to review and request a copy of Vendors most recent annual report or audited financial statement.

Additional Insured Requirements – Except as to Workers’ Compensation and Employers’ Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its’ Commercial General Liability. The name for the Additional Insured endorsement issued by the insured shall read “Town of Bluffton”, a municipality of the State of South Carolina, its officers, employees and agents along with the contract and solicitation number. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Town prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the Town as to form and types of coverage.

H. **OPTION RENEWAL PERIOD PRICE ADJUSTMENT.**

Prices stated are firm for the initial 1-year term of this Agreement. If this Agreement is extended for additional option periods price adjustments may be made, however, any request for price adjustment shall be made 90 days prior to the beginning date of the contract option renewal. The Contractor shall calculate and make a written request to the Town that the prices for the next renewal year be increased by the lesser of three percent (3%), or the same percentage increase, if any, in the latest published Consumer Price Index, All Urban Consumers (CPI-U), "US City Average" published by the Bureau of Labor Statistics of the US Federal Government. If publication of said CPI index should cease, such percentage increase shall be determined by reference to a similar index, or as agreed upon by the parties.

I. **INVOICING AND PAYMENT**

The Town shall make payment to the Contractor for all products and/or services provided by the Contractor pursuant to this Agreement. The Contractor shall submit a written invoice, in duplicate, for services rendered and the Town shall pay the invoiced fee within thirty (30) days after receipt of the invoice by the Town’s Finance Department.

Invoices shall be submitted to: Town of Bluffton
Accounts Payable Department
20 Bridge Street
Bluffton, SC 29910

ATTACHMENT 2



Town of Bluffton RFP # 2017-51 AS NEEDED / ON-CALL EASEMENT APPRAISAL SERVICES PRICING SCHEDULE

A. Appraisals

- Cost to provide no less than 1 and no more than 10 easement appraisals at \$_____ (per appraisal)
- Cost to provide no less than 10 and no more than 20 easement appraisals at \$_____ (per appraisal)
- Cost to provide more than 20 easement appraisals at \$_____ (per appraisal)

B. Review Appraisals

- Cost to provide no less than 1 and no more than 10 easement review appraisals at \$_____ (per appraisal)
- Cost to provide no less than 10 and no more than 20 easement review appraisals at \$_____ (per appraisal)
- Cost to provide more than 20 easement review appraisals at \$_____ (per appraisal)

C. Hourly rates and reimbursable costs *(attach to this form with submittal)*

The undersigned agrees that this proposal may not be revoked or withdrawn after the time set for the opening of proposals, but shall remain open for a period of ninety (90) days. The undersigned, if notified of the acceptance of this proposal in writing within the period described above, agrees to execute, after the notice of award, the Town's Master Service Agreement for As-needed / On-call Easement Appraisal Services for the compensation stated above. Pending mutual negotiation and acceptance of a price for the work, the undersigned agrees to commence and fully complete the work in accordance with the scope of work.

Submitted By:

LEGAL NAME OF FIRM:

REPRESENTED BY: _____ TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

SIGNATURE: _____ DATE: _____

ATTACHMENT 3
TOWN OF BLUFFTON
MASTER SERVICE AGREEMENT
Contract Number <201X-XX>

COUNTY OF BEAUFORT

STATE OF SOUTH CAROLINA

THIS AGREEMENT is made the <Day> of <Month>, 2016 between <Contractor> (hereinafter called “Contractor”) and the Town of Bluffton (hereinafter called “Town”), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town desires <purpose of contract>; and

WHEREAS, the Town and Contractor desire to enter into a Master Service Agreement wherein the Contractor shall provide such services as set forth herein below:

NOW, THEREFORE, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. **Schedule:** The agreement shall be for a term of one (1) year with the option to renew for three (3) additional one (1) year periods.
2. **Services/Deliverables:** The Contractor shall perform as needed/on-call services per the attached scope of work in “Attachment X”.
3. **Fees:** The total cost of these services shall be <Costs> per the hourly rates established in “Attachment X”. Hourly Rates shall remain firm for the first twelve (12) months of the agreement. Any price redetermination shall occur 90 days prior to the end of each term and mutually agreed upon by both parties.
4. **Invoicing:** The Contractor shall send invoices to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: Accounts Payable or to Invoice@townofbluffton.com, with a copy to the Project Manager. The invoice should reference contract number 201X-XX. Approved invoices shall be paid within 30 days upon receipt of the invoice in the Finance Department.
5. **General Terms and Conditions:**
 - a. The contractor shall be required to maintain appropriate levels of general liability, auto liability, professional liability, and workers compensation insurances, coverages and amounts as identified in “Attachment X” for the entire length of this Agreement. The contractor must provide the Town with a Certificate of Insurance for each that names the Town as an additional insured on their policy. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
 - b. Work will commence upon execution of an approved Work Authorization Form and expire upon completion and acceptance of the project. All deliverables, whether goods, services, supplies, or other, shall become the property of the Town. Any deliverables that may be provided in hard copy and electronic form, such as drawings, plans, specifications, reports, or other, shall be provided in such formats and orientations as required by the Town.
 - c. Contractor shall be licensed to perform the work including, but not limited to, a current Town of Bluffton Business License and any required State of South Carolina license.
 - d. Contractor shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.
 - e. In the event the Contractor is required to hire Sub-Contractors, those Sub-Contractors must be appropriately licensed by the Town of Bluffton. The Contractor must provide the Town with a list of all Sub-Contractors and to immediately notify the Town of any changes. Use of non licensed Sub-Contractors is grounds for termination.
 - f. The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Contractor for costs incurred to that date of termination.

- g. Should any part of this Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.
- h. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
- i. This Agreement may not be modified nor any additional work performed unless such modification or work is approved in writing and signed by both parties. The Contractor may not assign this contract without the prior written approval of the Town.
- j. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
- k. In the event the Town has to proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.
- l. Unless otherwise specified in this Agreement, Contractor shall provide a one (1) year warranty for the work performed hereunder, with said time to be measured from the date of final acceptance of the work by the Town.
- m. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the Town and Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The contractor's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town

IN WITNESS WHEREOF, the parties hereto affixed their signatures hereto the date first written hereinabove.

<CONTRACTOR NAME>

TOWN OF BLUFFTON

Date: _____

Date: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Position: _____

Position: _____

Witnesses: _____

Witnesses: _____

Witnesses: _____

Witnesses: _____

Attachments: