



Town of Bluffton Request for Proposals RFP # 2018-66

PREVENTATIVE MAINTENANCE AND AS NEEDED / ON-CALL REPAIR SERVICES FOR HVAC EQUIPMENT

1. PURPOSE

The Town of Bluffton, South Carolina (Town) is seeking proposals from interested and qualified firms with past, proven, positive experiences in providing preventative maintenance and as needed / on-call services for its HVAC equipment, under a fixed price contract. The target start date for performing these services is June of 2018.

The Town intends to award one Master Service Agreement to the firm that presents the 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 one (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 www.townofbluffton.sc.gov. 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:

Brian Ranger
Town of Bluffton
branger@townofbluffton.com

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 p.m. on Wednesday, April 18th, 2018

The closing date and time shall be scrupulously observed. 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 # 2018-66
Preventative Maintenance and As needed / On-call Repair Services for HVAC Equipment
Town of Bluffton
Attn: Brian Ranger

Packages containing submittals and being delivered by postal, freight carrier, courier or in person shall be sent to:

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

Public Opening of Proposals:

Due to the renovation of Town Hall and the inability to provide proper accommodations for all participants and attendees of the public opening, the public opening will be held immediately following the deadline and at the address, on the date and time specified below:

2:15 p.m. on Wednesday, April 18th, 2018

**Rotary Community Center / Oscar Frazier Park
11 Recreation Court
Bluffton, South Carolina 29910**

No packages will be accepted at the Public Opening location. Packages must be submitted to the Town Hall location prior to the deadline to be considered. Packages mailed or hand delivered to the Rotary Community Center will be rejected.

The names of the firms submitting qualifications packages 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 qualifications statements 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 submittal is complete and delivered at the proper time and place prior to the deadline. 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

The Scope of Services defines the minimal acceptable performance by the proposer in providing the defined services at all the identified locations and related areas identified in Exhibit "B" and the preventative maintenance tasks identified in Exhibit "C", both attached to this solicitation. 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 June of 2018.

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:

There are currently 13 separate HVAC units at 6 various established locations in which the Town is seeking a vendor to provide quarterly preventative maintenance on and as needed / on-call repair services should the need occur. The attached exhibit's "B" and "C" provides the locations, minimum criteria and performance requirements of a vendor to provide these services. Firms submitting proposals should base their pricing on the scope of services as outlined in exhibit "B" and "C".

Insurance:

The awarded vendor 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.

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

Workers Compensation – Per the State of South Carolina requirements.

Business Auto Liability – Not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles.

Commercial General Liability – Minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability.

Additional Insured Requirements – Except as to Workers' Compensation and Employers' Liability, policies shall be endorsed to include the Town of Bluffton.

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 **four (4), one (1)** signed original and **three (3)** 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. 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.

B. 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.

C. 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 staff and range of services offered in house.
- Qualifications of staff 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. Include all current certifications held by your service technicians and any relevant training to systems or configurations pertinent to the Town's current HVAC units in place.
- What ability does the firm have to sustain the potential loss of key personnel and still adequately meet the terms of the contract?

D. Firms Experience and Performance (Past and Current)

- Indicate firm's proven, positive past experiences with projects of similar scope and complexity, by providing a list of current and past contracts performed over the past five (5) years.

- 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.

E. 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.

F. Pricing Schedule

Firms shall complete the attached pricing schedule form (Exhibit “A”) which is based on the scope of services and preventative maintenance to be provided. The pricing schedule of this solicitation 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.

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. Firms Proposed Costs**
- b. Firms Relevant Experience**
- c. Firms Ability, Methodology and Approach**
- d. Local Vendor Presence**

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

EVALUATION CRITERIA	MAX POINTS
Firms Proposed Costs	50
Firms Relevant Experience	30
Firms Ability, Methodology and Approach	15
Local Vendor Presence	5
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. Exhibit "A" – Pricing Schedule Form
2. Exhibit "B" – Scope of Services
3. Exhibit "C" – Preventive Maintenance Requirements
4. Sample Master Services Agreement

EXHIBIT "A"

PRICING SCHEDULE FORM

HVAC EQUIPMENT PREVENTATIVE MAINTENANCE AND REPAIR SERVICES

I. GENERAL

- A. Prices stated include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. **No other charges shall be allowed.** All prices and fees are stated in U.S. dollars.
- B. Prices stated shall be firm for the initial 1-year term of this Agreement. Requests for price adjustment thereafter shall follow the requirements specified in Paragraph IV of Exhibit A (Scope of Services, Price Adjustments). Discount percentages shall remain fixed for the term of this Agreement, including any term renewals.

II. PRICING/FEES

- A. Preventative Maintenance Program:

The total annual price to be paid for Preventative Maintenance Services at all 6 locations as defined in Exhibit "C":

\$_____/Year
(to be invoiced and paid in four equal quarterly payments)

The above fee includes all labor, transportation, tools and materials for regularly scheduled maintenance on all equipment listed, completion of all service check points as described, and the cost of normal-wear replacement materials and components such as lubricants, gaskets, filters, belts and other materials listed on Exhibit "C". The fee also includes the cost of all water treatment chemicals.

- B. As Needed / On Call Repair Services:

1. Labor:

a. Hourly rate 8:00 a.m. – 5:30 p.m. weekday \$_____

b. Hourly rate for weekdays after hours, weekends, and holidays: \$_____

2. Replacement Parts:

At no time will the price of parts to the Town exceed the following:

- a. **OEM Parts** – Price shall not exceed the
Manufacturer’s most current published list
price less the stated discount: _____%

If more than one discount applies, list below:

Brand/Product Line: Discount %

- b. **Ancillary Parts** – Price shall not exceed the
*ARH price directory most current published
list price less the stated discount: _____%

(*Air Conditioning/Refrigeration/Heating Price Directory)

Contractor shall supply Town designee with current OEM and/or ARH published price lists upon request during the term of the Agreement.

C. Other Charges:

State other charges, if any, to provide the services specified:

Explanation of Charge:

Cost to Town:

III. **WARRANTY**

- A. Parts: Time months

Limitations: _____

- B. Labor: Time Months

Limitations: _____

EXHIBIT "B"

SCOPE OF SERVICES

HVAC EQUIPMENT PREVENTATIVE MAINTENANCE AND REPAIR SERVICES

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 and hold a current and valid Town of Bluffton Business License.
- B. The Contractor shall assume full responsibility for damage to Town 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, signage and related activities and equipment.
- 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. The Town reserves the right to add or remove locations to this contract as it deems necessary. As needed and on-call service requirements shall be determined by actual need.
- F. This is a non-exclusive agreement. The Town may now or hereafter enter into agreements with other contractors for maintenance and service of the HVAC equipment. 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. All chemicals used shall be properly labeled by Contractor and shall be approved for use, in writing, by the Public Works designee. A Material Safety Data Sheet (MSDA) for each chemical proposed for use shall be submitted by Contractor for approval at least fifteen (15) days before beginning the work. All chemicals used shall have a Material Safety Data Sheet (MSDA) attached to the container.
- H. Contractor's maintenance and service personnel shall be trained and experienced in servicing the air conditioning and heating system equipment specified. Contractor shall provide certification upon request by the Town representative.

- I. Contractor shall supply a list of employee names and telephone numbers for emergency service and update this list as it changes.

II. RESPONSIBILITIES OF THE CONTRACTOR

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

- A. Provide all required equipment, materials, tools, labor, and supervision to service and maintain the Town of Bluffton HVAC equipment at the following locations:
 1. Law Enforcement Center - 101 Progressive St.
 2. Sub Station - 1264 May River Road
 3. Watershed Management - 1261 May River Road
 4. Public Works - 2 Recreation Court
 5. Rotary Community Center - 11 Recreation Court
 6. Garvin House - Oyster Factory Park
- B. Provide repair services to problems that are either discovered at the time of providing preventative maintenance or as requested by the Town. Respond to service calls as follows:
 1. Basic service shall be performed Monday through Thursday, 8:00 a.m. through 5:30 p.m. and Fridays from 8:00 a.m. to 1:00 p.m. Emergency service shall be provided after regular working hours, weekends, and holidays.
 2. Response time to the site shall not exceed two (2) hours.
- C. Perform all services listed on Exhibit "C", Preventative Maintenance for HVAC Equipment.
 1. Preventative maintenance services shall be performed on a quarterly basis.
 2. During quarterly visits contractor shall ensure that all appropriate tasks (for the season) detailed in Exhibit "C" are performed for each piece of equipment.
 3. Contractor shall schedule quarterly visits in conjunction with seasonal maintenance needs of the various temperature control system equipment.
 4. Contractor shall dedicate a minimum of eight (8) labor hours per quarter to the completion of the preventative maintenance tasks. Contractors may accomplish this service in one visit or several shorter visits to the site. Eight labor hours and any time spent in excess of these hours shall be included in the annual maintenance fee.
- D. Provide written reports to the Town representative following each inspection or preventative maintenance service call. The reports shall state each system checked, actual services performed, and shall note any unusual problems detected during the inspection.

E. Perform repair services if directed to do so by the Town. Payment for repair services shall be based on actual labor hours to perform the repair plus cost of parts as outlined on Exhibit "B", Schedule of Fees.

F. Equipment to be serviced under this Agreement:

1. Location: Law Enforcement Center –ALL Roof Top Units

- a. HVAC Model Type and Number DHS 1 AAON UNIT
Model#RN-015-8-A-EB19-163
Serial#201009-ANELO3790
- b. HVAC Model Type and Number RTU-1
Model# TED 360BEACOB6EA5A5ABCOEFOEFOHHOOMOOOO
Serial #C10G03485
Date of Mfg 9/10
- c. HVAC Model Type and Number: R410A Mitsubishi Unit
Model#PUY-A36NHA4
Serial #23u1029B
- d. HVAC Model Type and Number: ODAC-1 Mitsubishi Unit
Model #PUY –A24NHA3
Serial #04U030550
- e. HVAC Model Type and Number: DHS-2 AAON
Model #RN-006-8-A-FB19-12A
Serial # 201009 201009-ANEF0391
- f. HVAC Model Type and Number: SPAC-1 TRANE
Model THC072E3RGA06BOC1A2A20000D
Serial #103312298L / Orderial#THC072E3RGA 18DU

2. Location: Sub Station

- a. HVAC Model Type and Number Carrier
Model#25HCE436A310
Serial #4917E10915

3. Location: Watershed Management

- a. HVAC Model Type and Number Goodman
Model#:GSH130601AA
Serial #:0606259543

4. Location: Public Works
 - a. HVAC Model Type and Number Carrier
Model #25HBC330A300
Serial #2710E20692
5. Location: Rotary Community Center
 - a. HVAC Model Type and Number: Goodman
Model#ANZ140601AB
Serial#1611270249
 - b. HVAC Model Type and Number:
Model #25HCE460A300
Serial #0216E03623
 - c. HVAC Model Type and Number:
Model #DLCBHR36KLA
Serial #V162318431
6. Location Garvin House
 - a. HVAC Model Type Mini Split Unit
Model #DLCBHR36KIA
Serial#V162318431

G. INSURANCE - The Contractor shall at all times maintain the following minimum amounts and coverages of insurance during the contract:

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

Business Auto Policy – The Selected 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.

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/or Bid 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.

III. PRICE ADJUSTMENTS

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 renewal option. 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. Amended price adjustments will remain intact for the remainder of the current renewal period.

IV. INVOICING AND PAYMENT

The Town does not prepay for materials, work or services provided. The Town shall make payment to the Contractor for all services provided by the Contractor pursuant to this Agreement based on the rates and costs negotiated. The Contractor shall submit a written invoice, with a copy to the Project Manager, for services rendered and the Town shall pay the approved invoiced fee within thirty (30) days after receipt of the approved invoice by the Town's Finance Department.

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

Electronic Invoices may be submitted to: invoice@townofbluffton.com

EXHIBIT "C"

HVAC EQUIPMENT PREVENTATIVE MAINTENANCE

C O N T E N T S

- I. General Overview of Service
- II. Detailed Preventative Maintenance Requirement
 - A. Semi-Annual Inspection, Heating & Air Conditioning
 - B. Annual Inspection, Heating & Air Conditioning
 - C. Pumps
 - D. Condensing Units
 - E. General Roof-Top Heating & Cooling Units
 - F. Fans & Central Fan System
 - G. Terminal Units
 - H. Cooling Tower Evaporative Condensers
 - I. Water Treatment

I. General Overview of Service:

The Contractor shall schedule and perform 4 quarterly preventative maintenance services on the HVAC equipment identified at all 6 locations for the Town of Bluffton Facilities Department. P.M.'s shall include but not be limited to:

- A. Total maintenance services for the automatic temperature control system.
- B. Water chiller start-up and maintenance, including water treatment, one (1) filter drier, and oil change.

II. Detailed Preventative Maintenance Requirements

A. SEMI-ANNUAL INSPECTION: HEATING AND AIR CONDITIONING

- 1. Air Compressor
 - a. Drain tank and check traps.
 - b. Change oil and check oil pressure.
 - c. Check belt and sheaves, and change as required.
 - d. Change suction filter as required.
 - e. Check unloader and check valve.
 - f. Check high pressure safety valve.
 - g. Check motor operating conditions and lubricate.
 - h. Check PE switch, starter, and alternator.
 - i. Clean as required.
 - j. Record compressor run-time.
- 2. Refrigerated Air Dryer
 - a. Check refrigerant pressure.
 - b. Check refrigerant temperature.
 - c. Clean condenser and cover grills.
 - d. Check drain top and bypass valve.
 - e. Clean as required.
- 3. Filter and Pressure Reducing Station
 - a. Check particle filters (change as required, must include initials and date).
 - b. Check oil filter (change as required).
 - c. Check pressure valve settings.
 - d. Check low-pressure safety valve.
- 4. Time Clocks
 - a. Check operation and settings.
 - b. Check solenoid air valve and clock bypass switch.

5. Boiler, Chiller, Converter, Pumps & Zone Control
 - a. Calibrate all controllers.
 - b. Calibrate all transmitter and receiver gauges.
 - c. Check all PE switches.
 - d. Check all control valves.
 - e. Check all pilot positioners.
 - f. Check all auxiliary devices.

6. Fan Systems and HVAC Unit Controls
 - a. Review sequence of operation.
 - b. Check all dampers and lubricate.
 - c. Check pilot positioners.
 - d. Check all control valves.
 - e. Calibrate all controllers.
 - f. Calibrate all transmitters and receiver gauges.
 - g. Check all solenoid air valves, PE switches, and air valves.
 - h. Check all auxiliary control devices.
 - i. Clean and wipe down panel face.

B. ANNUAL INSPECTION: HEATING AND AIR CONDITIONING

1. Room-Terminal Unit Controls
 - a. Check all room stats.
 - b. Check all control valves.
 - c. Check operation of unit coil steam traps.
 - d. Check operation of all dampers and lubricate.
 - e. Check all PE switches, solenoid air valves, and limit controls.

2. For Items A1 through A6, and B1 above, Contractor shall provide the following listed materials when necessary and indicated under type of inspection above:
 - a. Belts
 - b. Suction Filter
 - c. Oil Filter
 - d. Particle Filter (must include initials and date)
 - e. Oil
 - f. Lubricant - oil and grease
 - g. Drain Trap Gaskets
 - h. Clean up materials.

C. PUMPS

1. Annual Inspection

- a. Lubricate pump bearings per manufacturer's recommendations.
 - b. Lubricate motor bearings per manufacturer's recommendations.
 - c. Tighten all nuts and bolts. Check motor mounts and vibration pads (adjust as required).
 - d. Visually check pump alignment and coupling.
 - e. Check motor operating conditions.
 - f. Inspect electrical connections and contactors.
 - g. Check and clean strainers, and check hand valves.
 - h. Inspect mechanical seals. Replace as required or inspect pump packing and adjust as needed.
 - i. Verify gauges for accuracy.
 - j. Clean external surfaces as required.
2. Semi-Annual Inspection
- a. Lubricate pump bearings per manufacturer's recommendations.
 - b. Lubricate motor bearings per manufacturer's recommendations.
 - c. Check suction and discharge pressures.
 - d. Check packing or mechanical seal.
3. For Items D1 and D2 above, Contractor shall provide the following listed materials when necessary and indicated under type of inspection above:
- a. Belts
 - b. Motor Mounts
 - c. Vibration Pads
 - d. Seals
 - e. Packing
 - f. Lubricant - oil and grease
 - g. Contact Cleaner
 - h. Clean up materials

D. CONDENSING UNITS

1. Air Cooled, Start-Up Inspection
- a. Review manufacturer's recommendations for start-up.
 - b. Energize crankcase heater per manufacturer's recommendation for warm-up.
 - c. Remove all debris from within and around unit.
 - d. Visually inspect for leaks.
 - e. Check belts, pulleys and mounts. Adjust and replace belts as required.
 - f. Lubricate fan and motor bearings per manufacturer's recommendation.
 - g. Inspect electrical connections, contactors, relays, and operating/safety controls.
 - h. Check motor operating conditions.
 - i. Check and clean fan blades as required.

- j. Check and clean coil. Straighten fins as required.
 - k. Check vibration eliminators. Replace or adjust as required.
 - l. Check compressor oil level, acid test oil, and meg hermetic motor.
 - m. Change oil and refrigerant filter drier as required.
 - n. Check and test all operating and safety controls.
 - o. Check operating conditions. Adjust as required.
 - p. Clean external surfaces as required.
2. Mid-Season Inspection
- a. Visually inspect for leaks.
 - b. Lubricate fan bearings per manufacturer's recommendations.
 - c. Lubricate motor bearings per manufacturer's recommendations.
 - d. Check belts and sheaves. Adjust and replace belts as required.
 - e. Clean and straighten fins as required.
 - f. Check operating conditions. Adjust as required.
3. Water Cooled, Start-Up Inspection
- a. Review manufacturer's recommendations for start-up.
 - b. Energize crankcase heater per manufacturer's recommendation for warm-up.
 - c. Visually inspect for leaks.
 - d. Vent system of trapped air.
 - e. Inspect electrical connections, contactors, relays, and operating/safety conditions.
 - f. Check vibration eliminators. Replace or adjust as required.
 - g. Check compressor oil level, acid test oil, and meg hermetic motor.
 - h. Change oil and refrigerant filter drier as required.
 - i. Check operating conditions. Adjust as required.
 - j. Clean external surfaces as required.
4. Mid-Season Inspection
- a. Visually inspect for leaks.
 - b. Check operating conditions. Adjust as required.
5. For Items E1 through E4 above, Contractor shall provide the following listed materials when necessary and indicated under type of inspection above:
- a. Belts
 - b. Lubricants - oil and grease
 - c. Contact Cleaner
 - d. Cleanup materials
 - e. Caulking
 - f. Panel Gasketing
 - g. Refrigerant filter drier
 - h. Vibration eliminators

E. GENERAL ROOF-TOP HEATING AND COOLING UNITS

The maintenance for heating and cooling units shall include filter changes as needed and T-stat calibration. Maintenance shall be as follows:

1. Spring start-up of cooling system.
2. Summer inspection.
3. Fall start-up of heat.
4. Winter inspection.
5. Air Cooled
 - a. Review manufacturer's recommendation for start-up.
 - b. Energize crankcase heater per manufacturer's recommendation for warm-up.
 - c. Remove all debris from within and around unit.
 - d. Visually inspect for leaks.
 - e. Check belts, pulleys, and mounts. Adjust and replace belts as required.
 - f. Lubricate fan and motor bearings per manufacturer's recommendation.
 - g. Inspect electrical connections, contactors, relays, and operating/safety controls.
 - h. Check motor operating conditions.
 - i. Check and clean fan blades as required.
 - j. Check and clean coil. Straighten fins as required.
 - k. Check vibration eliminators. Replace or adjust as required.
 - l. Check compressor oil level, acid test oil, and meg hermetic motor.
 - m. Change oil and refrigerant filter drier as required.
 - n. Check and test all operating and safety controls.
 - o. Check operating conditions. Adjust as required.
 - p. Clean external surfaces as required.

F. FANS AND CENTRAL FAN SYSTEMS

1. Fans, Annual Inspection
 - a. Check and clean fan assembly.
 - b. Lubricant fan bearings per manufacturer's recommendation.
 - c. Lubricate motor bearings per manufacturer's recommendation.
 - d. Check belts and sheaves. Adjust and replace belts as required.
 - e. Tighten all nuts and bolts.
 - f. Check motor mounts and vibration pads. Adjust as required.
 - g. Check motor operating conditions.
 - h. Inspect electrical connections and contactors.
 - i. Lubricate and adjust associated dampers and linkage.
 - j. Check fan operation.

- k. Clean external surfaces as required.
- 2. Fans, Semi-Annual
 - a. Lubricate fan bearings per manufacturer's recommendation.
 - b. Lubricate motor bearings per manufacturer's recommendation.
 - c. Check belts and sheaves. Adjust and replace belts as required.
 - d. Check for operation.
- 3. Central Fan Systems, Annual Inspection
 - a. Check and clean fan assembly.
 - b. Lubricate fan bearings per manufacturer's recommendation.
 - c. Lubricate motor bearings per manufacturer's recommendation.
 - d. Check belts and sheaves. Adjust and replace belts as required.
 - e. Tighten all nuts and bolts.
 - f. Check motor mounts and vibration pads. Adjust as required.
 - g. Check motor operating conditions.
 - h. Lubricate and adjust associated dampers and linkage.
 - i. Check fan operation.
 - j. Clean outside air intake screen.
 - k. Check and clean drains and drain pans.
 - l. Check and clean strainers. Check hand valves and steam traps.
 - m. Check filter advancing mechanism. Lubricate and adjust as required.
 - n. Inspect filters.
 - o. Check heating and cooling coils.
 - p. Inspect humidifier.
 - q. Clean external surfaces as required.
- 4. Semi-Annual Inspection
 - a. Lubricate fan bearings per manufacturer's recommendation.
 - b. Lubricate motor bearings per manufacturer's recommendation.
 - c. Check belts and sheaves. Adjust and replace belts as required.
 - d. Clean outside air intake screen.
 - e. Check filter advancing mechanism. Lubricate and adjust as required.
 - f. Inspect filters.
 - g. Check heating and cooling coils.
 - h. Inspect humidifier.
- 5. For Items G1 through G4 above, Contractor shall provide the following listed materials when necessary and indicated under type of inspection above:
 - a. Belts
 - b. Lubricants - oil and grease
 - c. Contact Cleaner
 - d. Cleanup material

G. TERMINAL UNITS

1. Unit Ventilation, Annual
 - a. Brush and vacuum grills, coil, fan, and unit interior.
 - b. Lubricate fan and motor bearings per manufacturer's recommendation.
 - c. Check belts and sheaves. Adjust as required. Replace belts as required.
 - d. Check and clean drains and drain pan.
 - e. Check and clean strainers. Check steam traps and hand valves.
 - f. Inspect filters.
 - g. Check unit operating conditions.
 - h. Lubricate and adjust dampers and linkage.
 - i. Clean exterior surfaces as required.
2. Radiation, Annual
 - a. Visually inspect fins/cast iron. Clean as required.
 - b. Check and clean strainers. Check steam traps and hand valves.
3. Induction Units, Annual
 - a. Visually inspect coil. Clean as required.
 - b. Check and clean drains and drain pans.
 - c. Clean discharge grill.
 - d. Check and clean strainers. Check steam traps and hand valves.
 - e. Clean exterior surfaces as required.
4. Reheat Coils, Annual
 - a. Visually inspect coil. Clean as required.
 - b. Check and clean strainers. Check steam traps and hand valves.
 - c. Inspect electrical connections, contactors, relays, and operating/safety controls.
5. Boxes, Dual Duct and Variable Air Volume, Annual
 - a. Inspect box for duct work connection.
 - b. Lubricate and adjust dampers and linkage.
6. For Items H1 through H5 above, Contractor shall provide the following listed materials when necessary and indicated under type of inspection above:
 - a. Belts
 - b. Lubricant - oil and grease
 - c. Contact Cleaner
 - d. Cleanup materials.

H. COOLING TOWER EVAPORATIVE CONDENSERS

1. Pre-Season Inspection
 - a. Remove all debris from within and around unit, and flush as required.
 - b. Check and clean strainers, bleed overflow and drain.

- c. Lubricate fan and motor bearings per manufacturer's recommendation.
 - d. Change oil in gear reducer assembly as per manufacturer's recommendation.
 - e. Check belts, motor pulley, and motor mounts. Replace belts and adjust as required.
 - f. Inspect electrical connections, contactors, relays, and operating/safety controls.
 - g. Check motor operating conditions.
 - h. Clean float valve assembly and check for proper operation.
 - i. Clean and paint external surfaces as required.
2. Quarterly Inspection
- a. Inspect fan, motor, and belts.
 - b. Check oil level in gear reducer. Add oil as required.
 - c. Check intake strainer, bleed, and overflow.
 - d. Check operating conditions. Adjust as required.
3. For Items I1 and I2 above, Contractor shall provide the following listed materials when indicated under type of coverage above.
- a. Belts
 - b. Lubricant - oil and grease
 - c. Contact Cleaner
 - d. Cleanup Materials
 - e. Paint Material
 - f. Caulking

I. WATER TREATMENT

1. Quarterly Inspection, Cooling Tower
- a. Operate all chemical bleed and feed equipment to assure proper operation.
 - b. Chemically test the system water for proper bleed rate and treatment levels.
 - c. Adjust the controls to obtain proper operation.
 - d. Visually inspect the open portions of the system for evidence of corrosion, scale or slime, and algae growth.
 - e. Slug feed biocide and antifoam to control slime and algae growth.
 - f. Furnish to Town a written report of the test and inspection results, including recommendations.
 - g. Inventory the remaining water treatment chemicals and reorder as required.
2. Quarterly Inspection, Open Steam Boilers
- a. Operate all chemical bleed and feed equipment to assure proper operation.
 - b. Chemically test the system water for proper bleed rate and treatment levels.
 - c. Adjust the controls to obtain proper operation.
 - d. Furnish to Town a written report of the test and inspection results including recommendations.
 - e. Inventory the remaining water treatment chemicals and reorder as required.

3. Semi-Annual Inspection, Closed Systems
 - a. Chemically test the system water for proper bleed rate and treatment levels.
 - b. Adjust the controls to obtain proper operation.
 - c. Furnish to Town a written report of the test and inspection results including recommendations.
 - d. Inventory the remaining water treatment chemicals and reorder as required. Contractor shall provide all necessary chemical materials at no additional cost to the Town.

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

COUNTY OF BEAUFORT

STATE OF SOUTH CAROLINA

THIS AGREEMENT is made the ____ of _____, 2017 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: _____

Attachments:

1.

2.