



**RFP 2018-002**

**REQUEST FOR PROPOSALS TO PROVIDE  
PROFESSIONAL BUILDING INSPECTION SERVICES  
TO THE TOWN OF HOWEY-IN-THE-HILLS**

Proposals are due **NO LATER THAN 12:00 NOON, NOVEMBER 1ST 2018** and must be delivered via mail, overnight express or hand delivered to the Town Clerk, 101 North Palm Avenue, Howey-in-the-Hills, Florida 34737 or Post Office Box 128, Howey-in-the-Hills, Florida 34737-0128. Facsimiles and Electronic Mail are not acceptable. Phone Calls will not be accepted with regards to information.

**PURPOSE:**

The Town of Howey-in-the-Hills, Lake County, Florida is accepting proposals to provide full service professional building inspections and administration services for the Town of Howey-in-the-Hills. The successful firm shall provide all staffing, supplies, equipment, vehicles and services to provide a full-service Building Department in accordance with applicable Federal, State, County and City regulations, statutes, laws, ordinances and codes.

**INSTRUCTIONS TO PROPOSERS:**

Firms interested in providing the services as described in the Scope of Services, shall provide 12 copies of the proposal in a sealed envelope marked: RFP-BUILDING SERVICES on the outside of the envelope. The RFP shall be received no later than 12:00 Noon, October 15<sup>th</sup> 2018. Proposals shall be submitted to the office of the Town Clerk, 101 North Palm Avenue, Howey-in-the-Hills, Florida 34737 or P.O. Box 128, Howey-in-the-Hills, Florida 34737-0128.. Proposals received after the date and time specified will not be accepted. Facsimiles and Electronic Mail shall not be accepted. The Town shall not be responsible for late delivered responses due to mail delays.

**Equal Opportunity**

The Town of Howey-in-the-Hills requires all Proposers to comply with equal opportunity policies. The Town of Howey-in-the-Hills programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation.

**Independent Contractor**

The Building Official will be an independent contractor. All persons employed by a firm in accordance with a contract resulting from the RFP will be employees of the firm and not the Town of Howey-in-the-Hills.

## **TERMS AND CONDITIONS:**

1. The Town reserves the right to accept or reject any and all proposals, with or without cause, to waive technical errors and waive informalities, and make the award in the best interest of the Town.
2. The Town reserves the right to clarification of information submitted and to request additional information from one or more Proposers.
3. Any proposal may be withdrawn until the date and time set above or the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to provide to the Town the services set forth in this RFP, or until one or more of the proposals have been awarded.
4. Proposers should indicate on their proposal the following:
  - a. Request for Proposal – RFP Building Services
  - b. Date of the Opening
  - c. Name of the Proposer
5. Costs related to the preparation of a response to this request for proposals are solely those of the Proposer and the Town assumes no responsibility for any such costs incurred by Proposer.
6. Drug Free Workplace. The Proposer shall certify whether the firm has a drug free workplace policy in accordance with Florida Statute 287.087.
7. Insurance Requirements:
  - a. The Proposer shall furnish with his/her proposal a certificate of insurance showing all coverages as required in “c” of this section.
  - b. All insurance shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the Town. The Proposer shall furnish and maintain Certificates of Insurance to the Town prior to the commencement of any work. The Certificate shall clearly indicate that the Proposer has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of insurance shall be without thirty (30) days prior written notice to the Town. Compliance with the foregoing requirements shall not relieve the Proposer of his/her liability and obligations under this Contract.
  - c. Coverage shall be as follows:
    1. **Workers’ Compensation:** The Proposer will provide Workers’ Compensation for all of their employees. The limits will be statutory limits for Workers’ Compensation and \$500,000 for Employer’s Liability.
    2. **Comprehensive General Liability:** The Proposer will provide coverage for all operations including, but not limited to, Contractual, Products and Complete Operations, and Personal Injury. The limits will not be less than \$1,000,000 Combined Single Limit (CSL) or its equivalent.
    3. **Comprehensive Automobile Liability:** The Proposer will provide complete coverage for owned and non-owned vehicles for limits not less \$1,000, 000 Combined Single Limit (CSL) or its equivalent.
  - d. All insurance other than Workers’ Compensation to be maintained by the Proposer shall specifically include the Town as an additional insured.

- e. The Proposer shall carry professional liability as well as errors and omission insurance in a minimum amount of \$1,000,000 Combined Single Limit (CSL) or its equivalent.

### **SCOPE OF SERVICES:**

1. Building Department.  
The successful Proposer shall provide a Certified Building Official, Certified Building Inspectors, Certified Plumbing Inspectors, Certified Electrical Inspectors, Certified Mechanical Inspectors, Certified Plans Examiners for all trades to staff and provide Inspections and Administrative Service to the Town of Howey-in-the-Hills. All Inspectors shall possess State of Florida Standard Certification in their respective disciplines. All Inspectors must have a minimum of five (5) years of experience in the construction industry, and the Building Official must have at least ten (10) years experience as per the Florida Building Code.
2. The Successful Proposer shall provide the following services:
  - a. The Proposer shall provide employees who hold the State required certifications, and the experience as stated herein. The Inspectors must maintain their certification for the entire term of the agreement.
  - b. The Proposer shall provide all salaries, wages, and compensation for their employees.
  - c. The Proposer shall provide field communication equipment for its personnel with a minimum of a cellular phone per Inspector. The Town shall be provided with the phone numbers of the employees and the employees must respond to the Town's calls. The phone number must be in service during the terms of the agreement.
  - d. The Proposer shall enforce all Building, Housing and Associated Codes adopted by the Town, as well as applicable County, State and Federal regulations, codes, ordinances and statutes.
  - e. The Proposer shall provide supplemental support and administrative coordination.
  - f. The Proposer shall provide support and assistance to Town's code enforcement officer in building code enforcement activities.
  - g. The Proposer shall pay all necessary fees and charges to keep all required licenses and certifications in place for the term of this agreement.
  - h. The Proposer shall provide all forms, permits and applications necessary to perform all responsibilities required herein.
  - i. The Building Official shall attend Development Review Committee Meetings, Staff Meetings, Council Meetings, Code Enforcement Board Meetings and Planning and Zoning Meetings and other meetings when required by the Town Clerk or the Mayor.
  - j. The Proposer shall provide vehicles in safe operating condition for its personnel.
  - k. The Proposer shall provide inspections and services for which no permit fee is required. These services and inspections shall be at the direction of the Town and will be invoiced to the Town based on a set hourly fee.
  - l. The Proposer shall provide to the Town, a statement for services rendered, and a recap of permits issued each month by the 5<sup>th</sup> day of the following month.

- m. The Proposer shall work in junction with the Fire Marshal in ensuring all buildings meet the minimum Code requirements, plans review, inspections and the issuing of certificate of occupancies or certificate of uses.
- n. Building permits will be paid to the Town. The Proposer shall invoice the town based on an approved fee schedule, which shall not exceed the revenues the Town receives in Building Permit fees.
- o. The Proposer shall provide the Town with an invoice no later than the 5<sup>th</sup> day of the preceding month.
- p. The Proposer shall indemnify and hold harmless the Town, its employees, officials, and agents from and against any and all claims, suits, demands or actions arising out of any act or omission of the Proposer, and for causing injury to any person or property.
- q. The Proposer shall provide inspections during inclement weather conditions, except during a natural disaster or other unsafe conditions when the Town has suspended such services. No contractual services can be suspended without the Town's permission.
- r. The Proposer shall maintain computer records of all building permit data generated as a result of the services provided. Such records are public records and the property of the Town.
- s. The Town and Proposer have the right to terminate any agreement without cause with a sixty (60) day written notice to the other party. The Town reserves the right to terminate any agreement with cause with a five (5) day written notice to the Proposer. Notice shall be served to the parties as specified in the executed agreement.

#### **LEGAL FEES:**

The Town shall be entitled to recover any and all legal costs including attorney fees it may incur in any legal actions it may pursue in the enforcement of any agreement entered into between Town and the Proposer.

#### **TERMS:**

The initial term of the agreement shall be for a period of one (1) year, and shall be automatically renewed for a period of one (1) year unless canceled by either party with a sixty (60) day written notice. After the second one (1) year extension, the agreement shall automatically be renewed unless canceled by either party with a sixty (60) day written notice prior to the expiration date of the agreement.

#### **PROPOSAL FORMAT:**

1. ***Experience/Qualifications:*** Each firm responding to this RFP identify its qualifications as well as the qualifications of each of its employees who are assigned to carry out this scope of services.
  - a. Provide a brief history of the firm, including the number of years in business and organizational structure.
  - b. Provide a statement of qualifications that include professional credential, certification, and experience in the building industry or trade along with a minimum of five (5) references for the firm. Proposer shall also include a list of current litigation,

outstanding judgments and liens, if any, against the firm or that have been filed within the past five (5) years.

c. The resumes of all employees in the firm who will actually perform services under this proposal.

d. State the equipment and vehicles available to support this contract.

2. **Scope Response:**

a. Describe your understanding of the scope of services and the needs; specialized skills that are available from your firm; special considerations; and possible difficulties in completing the project as described.

b. State how you will approach this project and how you will allocate key personnel resources.

c. Provide a schedule of how you would implement setting up the operations of a full-service Building Department for the Town.

d. Disclose any potential conflicts due to any other clients, contracts or property interest. Include a statement certifying that no member of your firm, ownership, management or staff has a conflict of interest.

3. **Location:**

The proposal shall indicate the location of the Proposer's office that will be responsible for overseeing the total operation of the services.

4. **Fee:**

Each Proposer shall include an estimate of total costs to the Scope of Services as part of this submission. The fee proposal shall include a cost breakdown by task and the hourly rates of their personnel. The Town reserves the right to negotiate a best and final offer with the firm ranked first by the Town.

5. **Forms:**

All applicable forms identified as part of the Terms and Conditions.

6. **Sample:**

The Proposer shall include a sample of all the forms and procedures that will be utilized to carry out the Scope of Services required by this proposal. If the Proposer wishes to have the samples returned, a self addressed stamped envelope shall be enclosed with the sample.

**SELECTION CRITERIA:**

In selecting a Proposer, the Town Council, among other factors which the Town Council in its sole discretion deems relevant to the public health safety and welfare, will consider the qualifications, experience of the firm and its personnel, the scope response, approach to the project, the fee proposal, and proposed Proposer's location.

**SELECTION SCHEDULE AND AWARDING OF THE BID:**

1. 10/15/2018 - Deadline for RFP submittals.

2. Evaluation Procedures:

The work identified in the Scope of Services is a general outline and is not intended to limit proposals, format style or acceptable alternatives. All proposals that meet the criteria established herein shall be considered.