

Request For Proposals

**REQUEST FOR PROPOSALS FOR A
BUILDING INSPECTOR SERVICES TO
THE BUILDING DIVISION**



**RFP Release Date: October 12, 2017
RFP Response Due: 5:00 p.m. November 9, 2017**

I. PURPOSE & SERVICES DESCRIPTION

The purpose of this Request for Proposals (RFP) is to select the most-qualified Consultant to provide Building Inspection Services to the Building/Housing Department. The Building Inspector will provide inspections for the Building and Housing Departments. This includes being responsible for the day to day operations of the building/housing inspections and providing technical code requirements relating to inspections. The City wishes to obtain Building Inspection Services under a Professional Services Agreement for a term of 3 yr. The City will award no more than one contract on a not-to-exceed basis.

II. SCOPE OF SERVICES

The following is a summary of the scope of services to be performed by the Consulting Firm:

1. Perform traditional initial Building Inspection review of submitted plans to determine compliance with construction codes as adopted and amended by CITY, including:
CALIFORNIA RESIDENTIAL CODE
CALIFORNIA BUILDING CODE
CALIFORNIA PLUMBING CODE
CALIFORNIA MECHANICAL CODE
CALIFORNIA ELECTRICAL CODE
CALIFORNIA GREEN BUILDING CODE
CALIFORNIA STATE, TITLE 24 (Energy Conservation; and Disabled Access)
LOCAL REQUIREMENTS
2. Perform daily inspections; review plans to determine project scope and compliance with adopted codes and standards; maintain accurate records of permits and daily inspections.
3. Inspect existing buildings and premises for change of use, occupancy or compliance with applicable codes and ordinances; work with the public to ensure structures are safe and ready for occupancy.
4. Inspect construction projects for compliance with all parts of Title 24 of the California Code of Regulations, including building/ fire codes and standards.
5. Inspect construction projects for compliance with City codes, design guidelines, planning, and zoning requirements.
6. Support office staff and provide counter service; respond to questions, return phone calls and emails; input correction notices and case-related comments into an automated data base; file and/or scan documents following field inspections.
7. Respond to inquiries from the public and contractors regarding codes and other issues with projects, both over the phone and at the public counter.

8. Participate in professional/ public meetings and training, as required.
9. Assist with plan review at the counter.
10. Support the relationship between the City of South El Monte and the general public by demonstrating courteous and cooperative behavior when interacting with visitors, the public and City staff; maintain confidentiality of work-related issues and City information; perform other duties, as required or assigned.
11. Follows up to verify corrections for violations are made and takes appropriate action to ensure compliance.
12. Clearly notifies contractor of code violations with electronic compliance reports at the time of inspection.
13. Reviews non-complex plans for code compliance.
14. Evaluates existing buildings, on a complaint basis, for hazardous conditions and initiates abatements procedures per the currently adopted Uniform Code for the Abatement of Dangerous Buildings when warranted.
15. Studies technical literature and attends meetings to keep current on applicable codes and code changes as they occur.

EXTRA WORK

The CONSULTANT shall not perform extra work without verbal or written authorization from the Director of Community Development or his designated representative.

SERVICE LEVEL GOALS FOR MINOR PLANCHECK REVIEW

The consultant agrees to provide adequate resources to achieve the following service delivery goals for timely performance of the work over which the CONSULTANT has decision authority. The overall service goal shall be set at 10 working days upon receipt of plans from the City. The service goal for resubmittals shall be 5 days for smaller projects and may be up to 10 working days for complex projects. Service level goals are subject to modification upon mutual agreement of CONSULTANT and CITY.

III. INFORMATION TO BE INCLUDED IN THE QUALIFICATIONS SUBMITTAL (PROPOSAL)

1. A description of the management and members of the Project Team. A Project Manager is to be designated by name and may not be changed without prior written approval by

the City. All sub-consultants shall be identified.

2. The amount of time to be allocated and availability of the Project Manager and other team members.
3. The anticipated amount of City staff participation.
4. Proposer's understanding of the project, scope of work, the methodology/concept to be applied and the approaches to be taken in accomplishing each task.
5. A detailed schedule identifying all pertinent tasks, the time required to complete each task and the tentative completion date of each task in terms of weeks. If selected, the consultant shall assign specific dates to the said schedule prior to commencing the project.
6. Fee proposal: The fee proposal shall include all tasks required to perform the work with a maximum not-to-exceed fee for each task and a grand total not-to-exceed fee. Costs shall be all inclusive, including all overhead, materials, equipment, hourly labor rate, and all other miscellaneous direct and indirect costs. The scope of work provided in this RFP will be used as a guideline. It will be the selected Consultant's responsibility to identify all necessary tasks and costs associated with the services and to ensure the project is completed in full compliance as required with Federal and State labor standards and regulations. The fee will be required to identify costs associated with but not limited to providing crisis management services. The Consultant shall provide its services for duration of the agreement for the approved scope of work and fee.
7. Three (3) copies of the Proposal which must not to exceed 25 pages (double sided pages counts as 2 pages) shall be submitted to the City Clerk (Attn: R. Juarez, City of South El Monte, 1415 Santa Anita Avenue, South El Monte, CA 91733).
8. Claim's History - The proposer shall provide information on any litigation arising out of work related to their projects or their sub-consultant's projects for the last ten (10) years. Please refer to **Attachment B** ("Claims History").
9. Three (3) copies of a Cost Proposal for completing the proposed work shall be provided and may be placed in the same envelope as the Proposal. The proposer's fee for cost crisis management services shall be a fixed not-to-exceed lump sum amount.
10. **Attachment A** ("Affidavit of Non-Collusion") to be signed and submitted with proposal.

IV. SELECTION AND EVALUATION PROCESS

The City is required by State law (GC § 4526) to select vendors for architectural, landscape architectural, engineering, environmental services, land surveying, and construction project management services based on demonstrated competence and professional qualifications, rather than competitive bidding, and at fair and reasonable prices.

Consultants will be evaluated based upon three criteria which are consistent with state law:

A. **Mandatory Elements**

1. The firm is properly licensed to practice in California, has no conflict of interest, adheres to the proposal instructions and includes a Letter of Transmittal
2. Qualitative Evaluation - expertise and experience, response to the scope of work, and allocation of resources as expressed in the written proposal

B. Oral Presentation/Interview with an established Evaluation/Selection Committee.

C. Once firms are ranked based upon quality, staff will determine if the highest ranking firm's cost proposal is reasonable prior to making a recommendation for selection. If the cost proposal is found to be unreasonable, staff will evaluate the next highest ranked firm's cost proposal.

Determining a reasonable cost is based upon comparison of proposals, project budget, prior experience, comparative project costs in neighboring cities and professional judgment.

V. CORRECTIONS

Corrections or revisions to the RFP and other documents prepared by the Consultant are anticipated and shall be considered part of the normal preparation process. No extension of time or fees shall be allowed for corrections as described herein.

VI. GENERAL INFORMATION

1. The Consultant is expected to establish and maintain a close working relationship with City Staff throughout the duration of the agreement.
2. For the duration of the project the selected Consultant shall maintain the same Project Manager, as specified in the Proposal and approved by the City. In the event that the authorized Project Manager terminates employment, the Consultant shall make a demonstrated and concerted effort to maintain the Project Manager in the key managerial position, unless extreme conditions prohibit continuance. Any substitution of the Project Manager will require written City approval.
3. This Request for Proposal does not commit the City to pay any cost incurred in the preparation of a response.

VII. INSURANCE REQUIREMENTS

Refer to Section 13 ("Insurance") of the Sample Professional Services Agreement included this RFP as **Attachment E** for insurance requirements.

VIII. RIGHT TO REJECT ALL PROPOSALS

The City reserves the right to reject any or all submitted qualifications, and no representation is made that any contract will be awarded pursuant to this Request for Proposals. All costs incurred in the preparation of the qualifications submittal (proposals) in the submission of additional information, and/or in any other aspect of a qualifications submittal prior to the award of a written contract will be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein, and will not be responsible for any other cost or obligation that may be incurred by the respondent. All items submitted to the City shall become the property of the City. The Consultant selected will be required to sign the City's Professional Services Agreement prior to City Council approval, a copy of which will be provided upon request. The City Council has final authority in the selection of the Consultant. For further information contact Manuel A. Mancha, Community Development Director at (626) 579-6540, ex 3218.

IX. CONSULTANT AGREEMENT

A sample of the City's Professional Services Agreement is provided in this RFP as **Attachment E**. Your proposal shall contain a statement of the firm's willingness to execute the contract with an indication of any contractual requirements for which the Consultant takes exception.

ATTACHMENTS TO FOLLOW

Attachment A	Affidavit of Non-Collusion
Attachment B	Claims History
Attachment C	Sample Professional Services Agreement

ATTACHMENT A

AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) of _____
(name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City of South El Monte in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of South El Monte of the true facts relating to the submission of Offers for this contract.

(Authorized Signature)

(Name of Company/Position)

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public for California

My Commission Expires: _____

ATTACHMENT B

CLAIMS HISTORY

Each Consultant shall submit a summary of whether or not any of the following events have occurred within the past (10) years and, if so, a brief description of the circumstances involved (including, without limitation, the names of parties involved, current status and final disposition of the matter of dispute):

Failure to disclose any circumstances requested in the following paragraphs is grounds for disqualification.

- Failure by Consultant or any sub-consultant to enter into a contract to which it has received an award by a public entity.
- Forfeiture of a bid or proposal bond by proposer or any sub-consultant.
- Termination for default under a contract awarded by a public entity to Consultant or any sub-consultant.
- Debarment of Consultant or any sub-consultant by any municipal, county, state, federal, or local agency (note: debarment is grounds for automatic disqualification).
- The filing of a lawsuit or arbitration in which the Consultant or a sub-consultant was a defendant or cross-defendant at any time within the past ten (10) years that involved the performance of project, program, or construction management services and that involved an amount in controversy sought to be recovered from Consultant or the sub-consultant of more than \$100,000.00.
- Conviction of Consultant, a sub-consultant, or any of their principals or officers for violation of a state or federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders, or conviction of violating any other federal or state law relating to bidding or contract performance (note: such conviction is grounds for automatic disqualification).
- Any publications involving firm or principals alleging or claiming corruption (such claims are grounds for automatic disqualification).
- Any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to proposer or a sub-consultant.

ATTACHMENT C

SAMPLE PROFESSIONAL SERVICES AGREEMENT

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