



**Purchasing Division
200 W. Willis Street
Leander, TX 78641
www.leandertx.gov**

Solicitation #S15-018

**REQUEST FOR PROPOSAL
PLAN REVIEW AND BUILDING AND FIRE INSPECTION SERVICES**

Responses Due: April 23, 2015



**REQUEST FOR PROPOSAL
PLAN REVIEW AND BUILDING AND FIRE INSPECTION SERVICES**

PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after “City”, seeks to enter into an agreement with a qualified Individual, Firm or Corporation, herein “Respondent”, to provide as-needed Plan Review and Building and Fire Inspection Services, herein “Services”.

2. **BACKGROUND:** The City of Leander is located 25 miles north of Austin on Highway 183. The City issued over 1,200 residential building permits in 2014 and is expected to exceed that in 2015.

Due to this sustained increase in residential and commercial construction projects in the City, the need for plan review and inspection services continues to rise. The City employs a number of staff inspectors, however, the City seeks a turnkey outsourcing relationship with one or more inspection companies to assist with work load on an as-needed basis with various permits and inspections.

The Building Inspection and Fire Departments oversee the plan review and building and fire inspection services for the City. The successful respondent hired by the City to provide the Services shall report directly to the Building Inspection Department and/or Fire Marshall Office, as applicable, in addition to interacting with the public, citizens of Leander, design and construction professionals and other City staff members such as the Public Works Department.

3. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City’s standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order. The City’s Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City’s website by visiting <http://www.leandertx.gov/rfps>.

3.1. Any exception to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. **WARNING:** Exception to or additional terms and conditions may result in disqualification of the response.

4. **ATTACHMENTS:** The following attachment is herein made a part of the solicitation:

4.1. Attachment A: Cost Proposal Form

5. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

Joy Simonton
Purchasing Agent
City of Leander
Telephone: 512-528-2730
jsimonton@leandertx.gov

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Leander through the Purchasing Department.

6. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.
- 6.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the preparation of municipal comprehensive plans.
- 6.2. **Respondents shall possess the licensing and certifications required to perform Services in the State of Texas.**
- 6.3. **Respondents shall possess a minimum of five (5) years experience in residential and commercial plan review and inspection services in the State of Texas.**

7. **BEST VALUE EVALUATION AND CRITERIA:** Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.

All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- Proposed fees;
- Reputation of Respondent and of Respondent's services;
- Quality of the Respondent's services;
- The extent to which the services meet the City's needs;
- Respondent's past relationship with the City;
- Any relevant criteria specifically listed in the solicitation.

- 7.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

8. **COMMITTEE REVIEW:** An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria. A consensus score will be assigned to each response.

- 8.1. Proposed Fee **40 Points**
- 8.2. Project Team Qualifications and References **60 Points**

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.

9. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:

- 9.1. The term "agreement" shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto. At a minimum, the following documents will be incorporated into the agreement:
- 9.1.1. Solicitation document, attachments and exhibits;
- 9.1.2. Solicitation addendums, if applicable;
- 9.1.3. City's Definitions, Terms and Conditions;

- 9.1.4. Successful Respondent's submission.
- 9.2. The initial term of the resulting agreement shall be three (3) consecutive twelve (12) month periods from the effective date. The agreement may be renewed for two (2) additional periods of time, not to exceed twelve (12) months each, provided both parties agree in writing prior to the expiration of the current term.
- 9.3. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the successful Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.
- 9.4. If the agreement is terminated, for any reason, respondent shall turn over all material, records and deliverables created to date within fifteen (15) working days after completion of duties through the termination date.
10. **PRICE INCREASE:** A price increase to the agreement shall not be permitted.
11. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City.
- 11.1. City may, at its sole discretion, create a rotating list of those successful respondents to be available as needed.
- 11.2. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.leandertx.gov/rfps>.
12. **DELIVERY AND ACCEPTANCE:** Acceptance inspection of each deliverable should not take more than thirty (30) working days. The vendor will be notified within this time frame if the goods delivered are not in full compliance with the specifications. If any agreement or purchase order is canceled for non-acceptance, the needed good may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.
13. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
- 13.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
- 13.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
- 13.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
- 13.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

14. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

PART II

SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:

1.1. Solicitation released	April 2, 2015
1.2. Pre-Solicitation Meeting	April 14, 2015
1.3. Deadline for questions	April 15, 2015
1.4. City responses to all questions or addendums	April 17, 2015
1.5. Responses for solicitation due at or before 3:00 PM	April 23, 2015

All questions regarding the solicitation shall be submitted in writing at or before 5:00 PM on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, <http://www.leandertx.gov/rfps>. Questions shall be submitted to the City contact named herein.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **PRE-SOLICITATION MEETING:** A non-mandatory pre-solicitation meeting will be held to fully acquaint Respondents with the unique needs of the City. The pre-solicitation meeting will be conducted on:

April 14, 2015 at 3:00 PM CT
City of Leander
Fire Department Administration Building
101 E. Sonny Drive
Leander, TX 78641

- 2.1. The City considers this pre-solicitation meeting **non-mandatory**.
- 2.2. It is the responsibility of the Respondent to be familiar with the specifications herein and to ask any relevant questions they may have concerning this solicitation.
3. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.leandertx.gov/rfps> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
4. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before **3:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

FedEx, UPS or Hand Deliver to:

City of Leander

**Purchasing Department
200 W. Willis
Leander, Texas 78641**

Mail to:

**City of Leander
Purchasing Department
PO Box 319
Leander, TX 78646**

- 4.1. Responses received after this time and date shall not be considered.
 - 4.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and “**DO NOT OPEN**”.
 - 4.3. Facsimile or electronically transmitted responses are **not acceptable**.
 - 4.4. Late responses will be returned to Respondent unopened if return address is provided.
 - 4.5. Responses cannot be altered or amended after opening.
 - 4.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - 4.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
5. **AGREEMENT NEGOTIATIONS**: In establishing an agreement as a result of the solicitation process, the City may:
- 5.1. Review all submittals and determine which Respondents are reasonable qualified for award of the agreement.
 - 5.2. Determine the Respondent whose submittal is most advantageous to the City considering the evaluation criteria.
 - 5.3. Attempt to negotiate with the most responsive Respondent an agreement at fair and reasonable terms, conditions and cost.
 - 5.4. If negotiations are successful, enter into an agreement or issue a purchase order.
 - 5.5. If not successful, formally end negotiations with that Respondent. The City may then:
 - 5.5.1. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
 - 5.5.2. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
 - 5.6. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
6. **POST AWARD MEETING**: The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
- 6.1. Identify specific milestones, goals and strategies to meet objectives.
7. **COSTS INCURRED**: Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a

response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

PART III

SPECIFICATIONS

1. **SCOPE**: The City of Leander, seeks to enter into an agreement with a qualified Respondent to provide as-needed Building and Fire Plan Reviews and Inspection Services. The City seeks a turnkey outsourcing relationship with one or more inspection companies to assist the City on an as-needed basis with various permits and inspections.

Successful respondent shall be experienced in a wide variety of plan review and building inspection services to include high-end custom homes, large commercial projects, industrial parks, fire protection systems, hazardous material use and storage and other venues.

2. **PLAN REVIEW**: Plan review services shall include but not be limited to:
 - 2.1. Review for compliance with building, fire, zoning, subdivision and other applicable code provisions;
 - 2.2. Review for compliance with applicable state and federal laws.
3. **BUILDING INSPECTIONS**: Building inspection services shall include but not be limited to comprehensive field inspections in accordance with the City's adopted ordinances, codes and standards.
4. **FIRE INSPECTIONS**: Fire inspection services shall include but not be limited to fire protections system acceptance testing, fire wall and other comprehensive field inspections in accordance with the City's adopted ordinances, codes and standards.
5. **SERVICE LEVEL**: Respondent shall demonstrate ability to provide a prompt response to work orders received from the City. Successful respondent shall:
 - 5.1. Acknowledge receipt of order no later than 24-hours after City sends electronic notification of order;
 - 5.2. Communicate with City staff and contractors by phone, e-mail or in person;
 - 5.3. Attend meetings, if necessary, with staff to understand process changes or updates;
 - 5.4. City shall require estimate of hours for each job from successful respondent prior to issuing work order.
6. **SYSTEM**: City currently works in the MyPermitsNow system for electronic review and inspection management. Successful respondent shall have ability to work within that system with wifi field connection to laptop or tablet. Connection shall be at respondent's expense.
7. **SUB-CONTRACTORS**: Sub-contractors shall not be permitted. The use of sub-contracts may be cause for immediate termination of agreement.
8. **INVOICING**: Successful respondent shall invoice City on monthly basis for work completed during that time.
9. **DELIVERABLES**: The successful Respondent shall provide the City with a detailed written record of the inspection in electronic format.

10. **REPORTING:** The successful Respondent shall provide the Building Official and Fire Marshal with a monthly detailed record of all plan reviews and inspections performed. The report shall be consistent and in an electronic format, sorted by Fire and Building and further separated by type of task and outcome. The monthly report shall be emailed to the Building Official and Fire Marshal.

PART IV

RESPONSE REQUIREMENTS

1. **SOLICITATION SUBMISSION REQUIREMENTS:** To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses **shall not exceed thirty (30) pages** in length (excluding title page, index/table of contents, work sample attachments (on CD) and dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a printed, 8 1/2" X 11" sheet of paper. It is recommended that responses not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the City.

The Respondent shall submit **one (1) original signed paper copy and three (3) copies** of its Response.

In addition, the Respondent shall submit one (1) CD, each containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT, DOC, XLS). A complete copy of the Response includes all documents required by this Solicitation. The CD shall be titled: "SOLICITATION NUMBER - Complete copy of [Name of Respondent]'s submission." **Failure to provide a CD may result in disqualification for award.**

If supplemental materials are included with the Response, each CD must include such supplemental materials. The Response and accompanying documentation are the property of the City and will not be returned.

- 1.1. Title Page (1 page) – Show the solicitation title and number, the name of your firm, address, telephone number(s) name of contact person and date.

TAB #1

- 1.2. Letter of Transmittal (1 page) – Identify the services for which the solicitation has been prepared.

1.2.1. Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide the services as specified.

1.2.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their title(s), address, telephone number(s) and e-mail address.

1.2.3. The letter of transmittal shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individual(s) signing the solicitation shall be clearly shown immediately below the signature.

TAB #2

- 1.3. Table of Contents (1 page) – Clearly identify the materials by Tab and Page Number.

TAB #3

- 1.4. Project Team Experience – Provide detailed information on the proposed project team.

1.4.1. Respondent shall provide a statement of qualifications for those individuals that will provide Services to include education, licenses, professional registrations, certifications, area of expertise and years of service in the respective field.

1.4.2. Provide the name, address, telephone number and e-mail address of a primary contact for at least three (3) municipalities or organizations of similar size that have utilized similar services from your organization, , within the last three (3) years. Include a brief overview of the work performed with associated fees charged. City of

Leander references are not applicable. References may be checked prior to award.
Any negative feedback received may result in disqualification of submittal.

TAB #4

- 1.5. Available Resources and Consultant Location – Respondent shall provide information on size, resources and business history of the firm to include number of years in business.

TAB #5

- 1.6. Cost Proposal – Respondent shall provide proposed hourly billing rates for the Services specified herein on Attachment A. No other fees or charges shall be permitted.

PART V

CONFIDENTIALITY OF CONTENT

All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.



**CITY OF LEANDER COST PROPOSAL FORM – ATTACHMENT A
PURCHASING DEPARTMENT
200 W. Willis Street • Leander, Texas 78641**

SOLICITATION INFORMATION	Solicitation Number: #S15-018	RESPONDENT INFORMATION	Tax ID Number: _____
	Plan Review and Building and Fire Inspection Services		Business Name: _____
	Due Date: April 23, 2015		Address: _____
	Time: On or Before 3:00 PM CST		Address: _____
	Submit to: City of Leander Purchasing Division 200 W. Willis Street Leander, TX 78641 jsimonton@leandertx.org		Contact: _____
			Telephone: _____
			Entity Type: _____
			E-mail: _____

HOW DID YOU HEAR ABOUT THIS SOLICITATION?	<input type="checkbox"/> Newspaper <input type="checkbox"/> City's Website <input type="checkbox"/> E-mail Announcement <input type="checkbox"/> ESBD <input type="checkbox"/> Other _____
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FIRST TIME RESPONDING TO CITY OF LEANDER?	<input type="checkbox"/> Yes <input type="checkbox"/> No	IS YOUR BUSINESS REGISTERED WITH TEXAS BID SYSTEM?	<input type="checkbox"/> Yes <input type="checkbox"/> No Register at: http://www.texasbidsystem.com
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ITEM #	DESCRIPTION	HOURLY RATE
1	Plan Review	\$
2	Building Inspections	
3	Fire Inspections	
4	Site Improvement Field Inspections	
5	Emergency/After Hours Inspections	
6	Meeting time with staff	

AUTHORIZED SIGNATURE	Print Authorized Individual Name: _____ Authorized Signature: _____ Date: _____
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