

**TOWN OF LADY LAKE
REQUEST FOR PROPOSALS
RFP NO. 2022-001**

PROJECT TITLE: Building Official Services, Plan Review, Inspections and Related Support Services

Department: Growth Management Department
Contact Person: Thad Carroll, Growth Management Director
Address: 409 Fennell Blvd., Lady Lake, FL 32159
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Submittal Date: **August 4, 2022**
Submittal Time: **No later than 10:00 a.m.**

I. GENERAL INFORMATION

The Town of Lady Lake is advertising this Request for Proposals (RFP) for interested parties that are qualified and experienced to provide contracted Building Official Services, Plan Review, Inspections and Related Support Services for the Town of Lady Lake.

This RFP is for the purpose of selecting a firm(s) to be engaged on a contractual basis for the services stated above for the duration of twenty-four (24) months

II. REQUEST FOR PROPOSALS

Interested parties may secure a copy of the RFP documents from the Town Clerk's office at Lady Lake Town Hall, 409 Fennell Blvd., Lady Lake, FL 32159, or by calling 352-751- 1501, or via e-mail at nwilson@ladylake.org. Copies are also available on DemandStar.

All Proposals must be submitted in a sealed envelope/box and clearly marked in the lower left corner: "**RFP No. 2022-001: Building Official Services, Plan Review, Inspections and Related Support Services**" and shall be sent to the following address only:

**Nancy Wilson, Town Clerk
409 Fennell Boulevard
Lady Lake, Florida 32159**

All Proposals must be received in the Office of the Town Clerk by **10:00 a.m. (EST) on Thursday, August 4, 2022** at which time they will be opened. Proposals will not be accepted after that date and time under **any** circumstances. One (1) Original and three (3) copies of the Proposal must be submitted. Proposal openings are open to the public. All Proposers and their representatives are invited to be present. Any responses received by the Purchasing Agent after the due date and time specified in this Request for Proposals will not be considered. Any Proposal or copies that are sent to any other address may be refused. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All Proposals must contain a manual signature of the authorized representative.

The Town of Lady Lake will not be liable for any cost incurred in the preparation of these Proposals. All Proposals received from Proposers in response to this RFP will become property of the Town and will not be returned to the Proposer. In the event of a Contract Award, all documentation produced as part of the Contract shall become the exclusive property of the Town. Responses to this RFP upon receipt by the Town will become a public record subject to the provisions of Chapter 119 F.S. Florida Public Records Law.

III. SCOPE OF SERVICES

The following work and services are presented as an indication of the work that will be required under the continuing contract, but may not necessarily be all inclusive of work under this contract:

**BUILDING OFFICIAL, PLAN REVIEW, INSPECTION AND
RELATED SUPPORT SERVICES**

The selected Vendor shall provide a Licensed Building Official and other inspection and plan review staff as required to meet the needs to the Town. All inspectors must possess valid licenses that are in good standing with the Department of Business and Professional Regulation which includes possession of State of Florida Standard Inspection Certificates in all four categories (i.e. Building, Plumbing, Mechanical and Electrical).

All inspection and plan review staff must possess licenses for the trade in which they inspect, in accordance with all applicable laws including but not limited to Florida Statute 468,471, or 481.

The successful Vendor shall provide the following services:

- a) The Vendor must provide inspections services by licensed staff.
- b) The Vendor shall provide all salaries, wages and compensation for their employees.
- c) The Vendor shall provide full field communication equipment for their employees with a minimum of a cellular phone number per inspector. The inspectors must respond to the Town's calls in a timely and professional manner (within a period of 30 minutes).
- d) The Vendor must provide either a vehicle or vehicle compensation for its employees.
- e) The Vendor shall provide a staff of specialists available to assist in building code enforcement.
- f) The Vendor shall pay all necessary fees and charges to keep all required licenses and certifications in place for the term of this agreement.
- g) The Vendor shall provide the Town with inspections and services for which no permit fee is required. The services and inspections shall be at the direction of the Town and will be invoiced to the Town. Plan review shall be conducted at Town Hall unless mutually agreed upon in writing by both parties. Plans for one- and two-family dwellings, modular or mobile homes, metal building auxiliary structures, or small commercial buildings of five thousand (5,000) square feet or less gross floor area shall be reviewed within no more than five (5) working days. Plans for larger residential and commercial buildings shall be reviewed in no more than ten (10) working days including transit time (if applicable).
- h) Professional and personal conduct of contract staff on duty within the Town shall conform to the Town's standards of employee performance and conduct. Any staff that does not perform in accordance to the Town's standards shall be counseled by the Vendor or removed at the request of the Town.
- i) The Vendor shall provide inspection staff that is fully equipped with all of the tools and equipment, including ladder, required to properly conduct inspection of building

construction sites for compliance with the applicable building, electrical, gas, plumbing and mechanical codes.

- j) All records including digital information, video tapes and audio tapes related to the contract services performed for the Town shall be subject to the Florida Public Records Laws and shall be maintained and made available in accordance with those laws and public records policies and request of the Town. Records shall be made available to the Town without questions, upon request by the Town, in accordance with the requirements of the law. Citizen request for such records shall be processed through the Town. All records, including all types of electronic records related to the contract and services performed there under shall be the property of the Town at the end of the contract or at the end of the Town's fiscal year or upon demand of the Town, whichever occurs first. The Town shall specify the minimum records at its discretion.
- k) The Vendor 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.
- l) Provide decals, ID tags, business cards, up to date code books (1 set in house).
- m) The Vendor shall provide "real time" inspection results in coordination with the Building Division of the Growth Management Department via mobile phone, other device, or via the Town's permitting software interface.
- n) The Vendor shall conduct inspections between the hours of 7:30 a.m. and 4:30 pm, Monday through Friday. Deviations from the schedule shall be provided via e-mail to the Growth Management Director by 2 p.m. on the preceding day. Inspections and/or reporting to Town Hall shall begin at 7:30 a.m. each working day.
- o) The Vendor shall invoice the Town monthly at a set monthly rate as negotiated by contract. Invoices for work performed in the preceding month shall be submitted no later than the 10th day the following month.
- p) All inspections, appointments, and consultations shall be scheduled through the Building Division of the Growth Management Department.
- q) Inspections and reviews may be necessary in the event of a natural disaster outside of normal working hours; the building official shall provide such services as part of the emergency operations center at a rate of 1.5 times the regular hourly rate.
- r) Issue Certificates of Completion and Certificates of Occupancy.
- s) The Vendor shall inform Town Staff of any changes to the Florida Statutes and/or Florida Building Code Amendments that could affect the operations of the department or result in a fiscal impact to the Town.

IV. FEE PROPOSALS

A fee schedule consisting of hourly rates for services provided by the vendor shall

be provided with the Proposal. All professional fees and expenses should be included. The Town reserves the right to negotiate fees with the vendor prior to recommendation of award by the Lady Lake Town Commission.

V. PROPOSAL REQUIREMENTS

All proposals submitted should contain the following information:

A. TRANSMITTAL LETTER

A letter of interest and general information about the firm. Provide a summary describing the firm's ability to perform work requested in this solicitation; a history of the firm or the firm's principals background and experience; and the qualifications and experience of the firm's personnel to be assigned to this project. The summary should apprise the Town of the scope of services offered, experience and qualifications of the firm, as well as staff, subcontractors, sub-consultants, and/or suppliers who may be involved in the project.

B. PROFESSIONAL QUALIFICATIONS

Submittal must provide documentation that demonstrates the ability of the firm to provide all of the scope of services listed in this document. A detailed qualifications statement, including short resumes and credentials of proposer and key personnel that may be assigned to the project must be included. Licenses or Certifications or other appropriate credentials that demonstrate knowledge and practical application of Impact Fee Studies should be submitted.

C. SIMILAR PROJECTS

List all projects of similar nature within the past five years. A brief description of each project should include the title of project and client, year project completed, the nature of work involved in each project and the amount of time for completion of the project. Describe the firm's qualifications and experience of comparable projects in size and scope. Experience working with Florida local governments and/or other government agencies and non-profits in the past five years should be noted.

D. SUBCONTRACTORS:

Firms that anticipate subcontracting portions of the services must state this fact in their proposal and clearly identify the subcontracting firm(s). Following the award of the contract, no additional subcontracting will be allowed without the prior consent of the Town. Short resumes and credentials of subcontractors that may be assigned to the project must be included.

E. CONFLICT OF INTEREST:

Disclose any conflict of interest due to any other clients, contracts or property interests for this project only. Include a statement certifying that no member of your firm - ownership management or staff has vested interest in any aspect or department of the

Town of Lady Lake.

F. PUBLIC ENTITY CRIMES:

Per Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Any firm submitting a proposal in response to this RFP must indicate it has not been placed on the convicted vendor list following a conviction of public entity crimes.

VI. GENERAL TERMS AND CONDITIONS

EMPLOYEE LIST:

All proposals must include a complete listing of all individuals employed by the firm who will be responsible for performing work under the proposal. The Town shall be authorized to perform a background check of all such employees to determine whether any employees of the firm pose a public safety or security threat or otherwise place the Town at risk, as determined by the Town. Failure to provide an employee list shall disqualify the firm for consideration under the RFP. In the event of Contract Award, the firm will be required during the term of the Contract to update the list and provide the same to the Town immediately upon hiring new employees who will be responsible for performing work under the Contract so that background checks may be performed by the Town. In the event the Town determines that a new employee of the firm poses a public safety or security threat or otherwise places the Town at risk, the firm shall restrict said employee from performing work under the contract.

LIMITATION OF LIABILITY:

In the event of a Contract Award, the firm shall be required to indemnify and hold harmless the Town from and against any and all liability, penalties, fines, forfeitures, demands, claims, causes of actions, suits, and costs and expenses incidental thereto (including reasonable attorneys' fees actually incurred) directly arising out of or in connection with the firms' performance under the Contract in as far as such liability is caused by the negligence or willful misconduct of the firm and/or its employees.

STANDARD OF CARE:

In the event of a Contract Award, the firm shall warrant that the services performed under the Contract shall be performed in accordance with established industry standards, the terms of the Contract, and all applicable existing federal, state and local

laws and regulations.

INSURANCE:

In the event of a Contract Award, the firm shall maintain Worker's Compensation Insurance at statutory limits. The firm shall be responsible for insuring, at its own expense, against claims resulting from the firm's performance under the Contract for errors and omissions, personal injury, loss of life, and property damage under a policy of liability insurance with limits of at least \$1,000,000. All such policies shall be issued by insurers of recognized responsibility satisfactory to the Town. Within 10 days of being awarded the contract, the firm shall furnish the Town with duly executed certificates showing that such insurance is in full force and effect and providing for 30 days' notice to the Town prior to cancellation or termination of any policy.

AWARD OF CONTRACT:

The Town will award a contract, in its absolute and sole discretion, to the most responsible and responsive proposer whose proposal, in the Town's opinion, will be most advantageous to the Town, price and other factors considered. The Town reserves the right to aid in determining which proposal is responsible, to require a proposer to submit evidence of qualifications as the Town may deem necessary. The Town may consider any evidence available to the Town of the financial, technical, and other qualifications and abilities of a proposer, including past performance with the Town and others. The Town Commission shall be the final authority in the awarding of any and all proposals. As part of the award on any bid, the Town and the successful bidder shall enter into an agreement setting forth with greater specificity the rights and obligations between the parties. Such rights may include the right to terminate the successful bidder's services without cause within 60 days after written notice and to terminate the successful bidder's services with cause immediately.