

TOWN OF EATONVILLE



RFP No. 2018-5-1

**Plan Review and Inspection Services
for the
Planning, Zoning and Building Department**

* * * * *

Purchasing Division

* * * * *

Finance Department

* * * * *

TOWN OF EATONVILLE * 307 KENNEDY BLVD
EATONVILLE * FLORIDA * 32751



TOWN OF EATONVILLE

RFP No. 2018-5-1

PLAN REVIEW AND INSPECTION SERVICES

TABLE OF CONTENTS

<u>Subject</u>	<u>Page Number</u>
Cover	1
Table of Contents	2
Advertisement.....	3
Part I – Proposal Terms and Conditions.....	4
Part II – Nature of Services Required	15
Part III – Proposal Requirements.....	20
Part IV – Evaluation of Proposals	24
Proposal Pages	26
Proposal Page	28
Proposers Qualifications.....	30
Conflict of Interest Statement	31
List of Professional References	32
Drug-Free Certification	33
List of Proposed Subcontractors.....	34
Evaluation Criteria	35



TOWN OF EATONVILLE Advertisement for Request for Proposals PLAN REVIEW AND INSPECTION SERVICES

The Town of Eatonville, Florida, is soliciting proposals from qualified firms for **Plan Review and Inspection Services** for the Planning, Zoning and Building Department. Proposals for will be received by the Town at the Purchasing Office, 307 East Kennedy Blvd, Eatonville, FL 32751, **until 2:00 P.M. August 3, 2018**

Time is of the essence and any proposal received after **2:00 p.m. on August 3, 2018** whether by mail or otherwise, will be returned unopened. Proposers are responsible for insuring that their proposal is stamped by Purchasing Office personnel by the deadline indicated.

An **original, six (6) copies and electronic copy** of the proposal shall be submitted in sealed envelopes/packages addressed to the Purchasing Office, Town of Eatonville, Florida, and marked "**RFP No. 2018-5-1 – Plan Review and Inspection Services**". Proposers desiring a copy of the RFP may obtain such documents by visiting the Town's website at townofeatonville.org. The Purchasing Office is located at 307 East Kennedy Blvd, Eatonville, FL 32751.



TOWN OF EATONVILLE
RFP No. 2018-5-1
PLAN REVIEW AND INSPECTION SERVICES

PART I

PROPOSAL TERMS AND CONDITIONS

1-1 Introduction: The Town of Eatonville, Florida is soliciting Requests for Proposals (RFP) for firms to provide Plan Review and Inspection Services for the Planning, Zoning and Building Department.

1-2 Proposal Submission and Withdrawal: The Town must receive all proposals by **2:00 P.M. on August 3, 2018.** The proposals shall be submitted at the following address:

TOWN OF EATONVILLE
Purchasing Office
307 East Kennedy Blvd
Eatonville, FL 32751

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP No. 2018-5-1 – Plan Review and Inspection Services.** This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of six (6) months. Once opened, proposals become a record of the Town and will not be returned to the Proposer.

The Town cautions Proposers to assure actual delivery of mailed or hand-delivered proposals directly to the Town's Purchasing Division at 307 East Kennedy Blvd, Eatonville, FL 32751. Prior to the deadline set for receiving proposals. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3 Number of Copies: Proposers shall submit an **original, one digital copy and six (6) copies** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4 Development Costs: Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5 Inquiries: The Purchasing Office will receive written requests for clarification by facsimile at (407) 623-5746 concerning the meaning or interpretations of the RFP, until **ten (10) days** prior to the submittal date. Town personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the Town is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6 Addendum: The Town may record its response to inquiries and any supplemental instructions in the form of written addenda. The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes or additional information may be provided by the Town. The Town may provide written addenda up to **seven (7) calendar** days before the date fixed for receiving the proposals. Proposers may contact the Town to ascertain whether any addenda have been issued. Failure to do so may result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the Town Purchasing Office through written communication prior to the opening of the proposals.

1-7 Contract Awards: The Town anticipates entering into an Agreement(s) with the Proposer(s) who submit the proposal(s) judged by the Town to be most advantageous.

The Town reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal(s) which, in its sole judgment, best serve the interest of the Town, or to award a contract to the next most qualified proposal if the successful proposal does not execute a contract within sixty (60) days after the award of this RFP. The Town also reserves the right to abandon the project and/or to solicit and re-advertise for other proposals.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the Town and executed by all parties. A sample Agreement is attached to this RFP. The Town anticipates that the final Agreement will be in substantial conformance with this sample Agreement; nevertheless, Proposers are advised that any Agreement resulting from the RFP may deviate from the Sample Agreement.

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer for a period of six (6) months to provide to the Town the services set forth in this Request for Proposals.

1-8 Contractual Agreement: This RFP shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Price Agreement

document, original Terms and Conditions, and contractor response. Any and all legal action necessary to enforce the award will be held in Orange Town and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9 Selection Process: The proposals will be evaluated and assigned points; the firm(s) with the highest number of points will be ranked first. However, nothing herein will prevent the Town from assigning work to any firm deemed responsive and responsible.

The Town reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the Town reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10 News Releases: The Proposer shall obtain the prior approval of the Chief Administrative officer Town Manager's Office of all news releases or other publicity pertaining to this RFP, the service, or project to which it relates.

1-11 Insurance: The Consultant shall not commence work under this Agreement until it has obtained all insurance required under this Agreement and such insurance has been approved by the Town.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Consultant shall furnish Certificates of Insurance to the Town's representative. The Certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this Agreement and it shall be an affirmative obligation upon the Consultant to advise the Town's Risk Manager at, e-mail cwilliams@townofeatonville.org, within 24 hours or the next business day of cancellation, non- renewal or modification of any stipulated insurance and failure to do so shall be construed to be a breach of this Agreement. Compliance with the foregoing requirements shall not relieve the Consultant of their liability and obligations under this Agreement.

Consultant shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as Town's review or acceptance of insurance maintained by Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the contract.

I. PROFESSIONAL LIABILITY

Consultant shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$25,000** the Town reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Consultant warrants the Retroactive Date equals or precedes the effective date of this contract (Certificate of

Insurance shall specify: Retro date- Full prior acts coverage applies). In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. Consultant shall agree this coverage shall be provided on a primary basis. The Certificate of Insurance must indicate whether coverage is written on an occurrence or claims-made basis and must indicate the amount of any SIR or deductible.

II. COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY AND WORKERS' COMPENSATION

Consultant shall agree to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence.

Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence for all owned, non-owned and hired automobiles. In the event Consultant does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. Consultant shall agree this coverage shall be provided on a primary basis.

Consultant shall agree to maintain during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability in accordance with Florida Statute Chapter 440. Consultant shall agree this coverage shall be provided on a primary basis.

III. UMBRELLA OR EXCESS LIABILITY

if necessary, Consultant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The Town shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

IV. ADDITIONAL INSURED

Consultant shall agree to endorse the Town as an Additional Insured to the Commercial General Liability. The Additional Insured endorsement shall read "Town of Eatonville, Including Police Department, all Officers, Employees, Elected and Appointed Committees, and Commissions." Consultant shall agree the Additional Insured endorsements provide coverage on a primary basis.

V. WAIVER OF SUBROGATION

Consultant shall agree, by entering into this Contract, to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into an pre-loss agreement to waive subrogation without an endorsement, then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of

Subrogation requirement shall not apply to any policy, in which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Consultant enter into such an agreement on a pre-loss basis.

VI. CERTIFICATE OF INSURANCE

Immediately following notification of the award of this Agreement, Consultant shall agree to deliver to the Town a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

VII. RIGHT TO REVIEW

Town, by and through its Risk Management Office, in cooperation with the contracting/hiring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Contract. Town reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

The Consultant shall indemnify, hold harmless and defend the Town, its officers, agents, servants, and employees from and against any and all claims, liability, damages, losses, and/or causes of action including reasonable attorneys' fees, which may arise from any breach of contract or any negligent act, error or omission of the Consultant, its officers, employees, agents, sub-Consultants, or anyone acting under their authority and control in the performance of this Contract. The indemnity obligations of this agreement shall not apply to damages or injuries to the extent caused by the negligence or willful misconduct of Town, its officers, employees, agents, or third parties.

1-12 Indemnification: To the fullest extent allowed by law the Contractor shall protect, defend, reimburse, indemnify and hold harmless the Town of Eatonville, and the Town's officers, agents, employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of every kind and character in connection with, or arising directly or indirectly out of or related to this Contract and the Work performed hereunder. Without limiting the generality of the foregoing, Contractor's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Contractor agrees to investigate, respond, adjust and provide a defense for, all and any such claims, demands and actions at Contractor's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the foregoing, Contractor's Indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by any act, omission, or default of the Town, or by the Town's officers, agents and employees.

Contractor acknowledges and agrees that TOWN would not enter into a contract without this indemnification of TOWN by Contractor, and that TOWN'S entering into a contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the Contract. Nothing in this Contract shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.

1-13 Licenses: Proposer must hold a current Business Tax Receipt (Occupational License). Copy of license should be submitted with proposal and must be in the name of the proposer shown on the Proposal Page (if not provided with the proposal, it must be submitted within three business days of Town's request).

The successful contractor(s) shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under the contract. Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer that is not fully licensed and certified shall be rejected. Additional certifications are requested in PART II – Nature of Services Required, Qualifications of Personnel section.

1-14 Rights and Privileges: Rights and privileges granted by the Town shall not be assigned or transferred in any manner whatsoever without written approval of the Town Council. At all times during the term of the contract the Contractor shall act as an independent contractor and at no time shall the Contractor be considered an agent or partner of the Town. The Contractor shall obtain and pay for all permits, licenses, Federal, State and Local taxes chargeable to its operation.

1-15 Disclosure and Disclaimer: Any action taken by the Town in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the Town or their advisors.

In its sole discretion, the Town may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the Town may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter a "Proposer").

Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the Town.

The information contained herein is provided solely for the convenience of proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate

and complete. Neither the Town, nor their advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with Town representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the Town without any warranty or representation, express or implied, as to its content; accuracy or completeness and no proposer or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The Town, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the Town nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

1-16 Proposal Contents: All material submitted becomes the property of the Town of Eatonville. The Town has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of the proposal does not affect this right.

1-17 Default/Failure to Perform: The Town shall be the sole judge of nonperformance, which shall include any failure on the part of the successful proposer to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the awarded contractor to meet any terms of this agreement, the Town will allow the contractor three (3) business days to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the Town notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

- a. Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the contract.
- b. Failure to begin the work under this contract within the time specified.

-
- c. Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
 - d. Neglecting or refusing to remove materials or perform new work where prior work has been rejected as non-conforming with the terms of the contract.
 - e. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful bidder incapable of performing the work in accordance with and as required by the contract.
 - f. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful proposer shall pay all attorney's fees and court costs incurred in collecting any damages. The successful proposer shall pay the Town for any and all costs incurred in pursuing the completion of the services.

1-18 Cancellation: The Town of Eatonville reserves the right to cancel this contract, by written notice to the contractor, effective on the date specified in the notice, should any of the following apply:

- a. The contractor is determined by the Town to be in breach of any of the terms and conditions of the contract and/or to have failed to perform the services in a manner satisfactory to the Town. In the event the contractor is found to be in default, the contractor will be paid for all labor and materials provided as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.
- b. The Town has determined that such cancellation will be in the best interest of the Town to cancel the contract for its own convenience.
- c. Funds are not available to cover the cost of the services. The Town's obligation is contingent upon the availability of appropriate funds.

1-19 Ownership of Data: All data, diagrams, project plans, maps, photographs and other material, collected or prepared under the agreement, shall become the property of the Town.

1-20 Public Entity Crimes: In accordance with Florida Statute 287.133, no award will be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. A "person" or affiliate" includes any natural person or any entity, including predecessor or successor entities or an entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime.

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 or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; 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 Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

By signing and submitting the Bid documents, the submitting firm attests that they have not been placed on the "Convicted Vendor List" or found guilty of a public entity crime.

1-21 Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-22 Orange Town Inspector General: The Proposer shall be aware that the Inspector General of Orange Town has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The Bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Proposer or its sub contractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

1-23 Code of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the Town of Eatonville, Orange Town or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the Town of Eatonville.

1-24 Lobbying Prohibited: Proposers are not to contact or lobby any Town personnel or any person related or involved with this Request for Proposals. All oral or written inquiries are to be directed to the Purchasing Division as instructed herein. Any violation of this condition may result in rejection and/or disqualification of the Proposer.

1-25 Conflicts Of Interest: The award hereunder is subject to provisions of State Statutes and Town Ordinances. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Town of Eatonville by completing and submitting the Conflict of Interest Statement with their proposal. Further, all Proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

1-26 Non-Collusion: Proposer certifies that their Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a

Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

1-27 Code of Silence: The Code of Silence is a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid or any other competitive solicitation between:

(1) Any person or person's representative seeking an award from such competitive solicitation; and

(2) Any Town Councilperson or Council staff, any member of a local governing body or the member's staff, a Mayor or Chief Administrative Officer that is not a member of a local governing body or the Mayor or Chief Administrative Officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The code of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The code of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid or any other competitive solicitation, and shall remain in effect until such response is with rejected by the Town or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of code of silence requirements and refer to this article.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentation before selection committees, contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the code of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, Town Councilperson, member of a local municipal governing body, mayor or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The code of silence shall terminate at the time the board, local municipal governing body, or a Town or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

1-28 Public Record Laws: In accordance with Florida Statutes 119.0701, the contractor shall comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If a contractor does not comply with a public records request, the Town shall enforce the contract provisions in accordance with the contract.

1-29 Invoicing: Invoices shall be submitted monthly after completion of services specified in this contract and shall refer to the Purchase Order Number and the appropriate item number. Invoices shall be submitted to the Town of Eatonville, Finance Department, Accounts Payable, 307 East Kennedy Blvd, Eatonville, FL 32751.

1-30 Proposal Requirements: This document is intended to be used as the instrument to transmit proposals and to define the terms, conditions and specifications desired by the Town to receive proposals for Plan Review and Inspection Services. The Town reserves the right to reject any or all offers and to negotiate changes in proposals or best and final offers.



TOWN OF EATONVILLE
RFP No. 2018-5-1
PLAN REVIEW AND INSPECTION SERVICES

PART II

NATURE OF SERVICES REQUIRED

2.1 PURPOSE AND SCOPE OF WORK

The Town of Eatonville's Planning, Zoning and Building Department is requesting sealed proposals from qualified and experienced firms for building, electrical, mechanical, plumbing and/or site inspection and plan review services in accordance with the requirements of Florida Statutes 468, Part XIII and Florida Building Code, Chapter 18 and Chapter 134 and any other applicable Chapters of the Town of Eatonville's Municipal Code of Ordinances. These services shall be provided on a full-time or as-needed basis, as determined by the Town.

The Town reserves the right to award to more than one firm. The firm(s) shall act as an independent contractor and not as an employee of the Town.

In an effort to maintain good service and be responsive to its citizens, the Town of Eatonville Planning, Zoning and Building Department, desires to secure the services of a qualified firm to perform, when requested, plan review for residential and commercial building applications, and inspection services (building, plumbing, electrical, site and mechanical HVAC) for structures in which permits have been issued by the Town of Eatonville. Plans examiner and inspection services shall be conducted under the Town's and all other federal, state and local laws, rules, regulations, directives, codes and ordinances.

A contract shall be awarded for a period of **three (3) years**, with the option to renew the contract for up to four (4) additional years. Option for renewal will only be exercised upon written mutual agreement and with all original terms, conditions, and pricing. Price adjustments may be considered upon renewal and shall be based on the percent change in the Consumer Price Index. The Consumer Price Index shall be based upon All Urban Consumers, for the Central Florida-Orange Town Region, from June to June of each prior and renewal year respectively, as published by the United States Department of Labor.

Contract renewal shall be based on satisfactory performance, mutual acceptance and determination that the contract is in the best interest of the Town. Any renewal will be subject to appropriation of funds by the Town Council.

2.2 STAFFING

The normal work load is expected to require the equivalent of at least one full-time Building Inspector, for the term of the contract. In addition to the anticipated normal workload, additional inspection services may be required for inspections which exceed the ability of current staff to complete. Plans examiner services are required on an as-needed basis for plan reviews exceeding the ability of current staff to complete.

2.3 QUALIFICATIONS OF PERSONNEL

- a. Plans Examiners (Building, Electrical, Mechanical, and Plumbing) – Certification from the State of Florida Department of Business and Professional Regulation as regulated by Florida Statute 468, Part XII for all disciplines the plans examiners review.
- b. Plans Examiners (1 & 2 Family) - Certification from the State of Florida Department of Business and Professional Regulation as regulated by Florida Statute 468, Part XII for all disciplines the plans examiners review.
- c. Plans Examiners (Multi) - Certification from the State of Florida Department of Business and Professional Regulation as regulated by Florida Statute 468, Part XII for plan review in multiple disciplines (Building, Electrical, Mechanical or Plumbing).
- d. Inspectors (Building, Electrical, Mechanical, and Plumbing) – Certification from the State of Florida Department of Business and Professional Regulation as regulated by Florida Statute 468, Part XII for all disciplines the inspector will be responsible for monitoring.
- e. Inspectors (1 & 2 Family) - Certification from the State of Florida Department of Business and Professional Regulation as regulated by Florida Statute 468, Part XII as a 1 and 2 family inspector.
- f. Inspectors (Multi) - Certification from the State of Florida Department of Business and Professional Regulation as regulated by Florida Statute 468, Part XII in multiple disciplines (Building, Electrical, Mechanical or Plumbing).
- g. Site/Public Works Inspectors - Inspectors with certification in the following disciplines are also preferred: Coastal Construction, Storm Water Management, Structural Masonry.
- h. Personnel shall be fully certified, qualified, trained and experienced prior to beginning services for the Town. Inspectors cannot perform services prior to their approval by the Town.
- i. All Personnel shall have the ability to enter, exit and drive a motor vehicle; make clear visual observations; hear alarms on construction sites and on equipment; climb stairs and ladders and use scaffolding; walk a construction site, on roofs, on steel Rebar rods, and over construction materials; step in and out of trenches, and crawl through small spaces.

2.4 RESPONSIBILITIES

2.4.1 Personnel shall maintain their Plans Examiner's and Inspector's Certification with the State of Florida, to continually provide their best efforts to efficiently and effectively perform duties and responsibilities as assigned in a proper and professional manner, to uphold the Town and Department regulations and policies, and to abide by ethical standards of conduct appropriate to their position.

2.4.2 The equivalent of 1.5% of the contract fees must be set aside by contractor for training of contract employees and be documented for review by the Town.

2.4.3 Plan review and inspection services shall include, but not be limited to, general building, mechanical (HVAC), plumbing, gas, coastal construction, structural, electrical

and site, as well as providing all administrative documentation as required by the Town.

- a. Inspect permitted construction within the Town limits, for compliance with Town codes and ordinances and permitted plans and specifications.
- b. Receive and investigate alleged complaints of working without permits, code violations, etc., by citizens, Town employees, and others including appearances before the Code Enforcement Board where appropriate.
- c. Enter results and reports of plan reviews and inspections and investigations of complaints and other reports as may be reasonably requested by the Town into the Town's computer system. Town plan review and inspection procedures must be used.
- d. Maintain records of plan reviews, inspection and investigations. Log daily plan reviews and inspections results in the computer system.
- e. Review plans for code compliance.
- f. Contact contractors, architects, engineers, and citizens about construction projects, code questions, and other concerns.
- g. Perform other duties that are related to or incidental to Plans Examiner's or Inspector's primary duties as herein described and that the Town may from time to time assign. The Independent Plans Examiner's and Inspector's duties and responsibilities may change from time to time.
- h. Perform these duties during normal business hours of 8:00 AM to 5:00 PM, Monday through Friday, or as may be altered with mutual agreement.
- i. Report to the Town's Building Official.

2.4.4 Plan review and Inspection services shall be provided in the event of a natural disaster (i.e. hurricane).

2.4.5 Plans examiner and inspection personnel may be required to attend meetings or to provide consultation to the Town.

2.5 ANCILLARY RESPONSIBILITIES

Conduct Code Enforcement, Zoning and Landscaping Reviews and Inspections related to Town codes.

2.6 OPTIONAL RESPONSIBILITIES

Commercial Inspection and Plan Review services shall include, but not be limited to, general building, mechanical (HVAC), plumbing, structural, electrical and site, as well as providing all administrative documentation as required by the Town.

2.7 BENEFITS

- a. Personnel shall receive the same holiday days off which the Town observes, but shall not receive any compensation or benefits during these days off, except those specified in this Proposal.
- b. The scheduling of personal days is subject to approval by the Town. In no case

will any compensation or benefits be given for absence due to personal illness or personal reasons.

- c. Personnel shall not be entitled to any benefits provided by the Town to its employees, which include but are not limited to, workers' compensation insurance, health insurance, dental insurance, unemployment compensation insurance, pension plan coverage, vacation leave, or sick leave.

2.8 SELECTION AND ASSIGNMENT OF PERSONNEL

- a. The Town retains the right to interview and select personnel assigned to its jurisdiction.
- b. Personnel approved by the Town for each assignment shall not be changed without prior written consent of the Town.
- c. All personnel approved for assignment or replacement shall be selected from those individuals submitted by Contractor as qualified and available to perform services for the Town.
- d. Personnel approved and given an assignment by the Town shall not be granted leaves of absence (vacation, sick or other) from their assignment unless a person of equal or greater qualification is approved for substitution.
- e. Emergency substitutes shall not remain on an assignment for more than two (2) days without the written consent of the Town.
- f. Personnel assigned to the Town shall be subject to pre-employment background checks by the Florida Department of Law Enforcement and must meet or exceed the employment requirements of Town personnel prior to approval and assignment. The Town reserves the right to terminate the contract or have an individual person removed from service in the Town.
- g. Contractor's employees shall obtain a photo ID from the Town of Eatonville Police Department before beginning any work for the Town.

2.9 EQUIPMENT

2.9.1 All inspectors shall be required to provide the following items at their own cost:

- a. An inspection vehicle in good operating condition, subject to approval by the Town, capable of transporting one ladder. Vehicle may be required to display a Town of Eatonville magnetic sign (provided by the Town) on the doors.
- b. Cellular telephone.
- c. Clothing in accordance with town accepted standard.
- d. Safety shoes, hardhats, and other safety related equipment

2.9.2 All Plans Examiners shall be required to provide the following items at their own cost:

- a. Cellular telephone.
- b. Clothing in accordance with town accepted standards.

2.10 FACILITIES

The Town will provide any full-time contract personnel and plans examiners with facilities and support services adequate for the performance of their duties, including office space, computers, office materials and equipment. For all other contract personnel, vehicles, radios, cellular telephones, uniforms and safety equipment are excluded and shall not be provided by the Town, but must be provided by personnel.

2.11 TOWN CONTRACT COORDINATOR

The Town Contract Coordinator for this project will be James Benderson. After Notice to Proceed/Purchase Order is issued, all communications and correspondence shall be directed to the Contract Coordinator with copies of the correspondence to the Purchasing Division at 307 East Kennedy Blvd, Eatonville, FL 32751.

2.12 CONTRACT

The selected Proposer will be expected to enter into a formal agreement at the time of contract award.

The selected Proposer will also be expected to submit a scope of services for the purpose of entering into a formal contract. Scope of services and pricing shall be negotiated and decided prior to award of contract and become part of the contract document at award.



TOWN OF EATONVILLE
RFP No. 2018-5-1
PLAN REVIEW AND INSPECTION SERVICES

PART III PROPOSAL

REQUIREMENTS

3-1 RULES FOR PROPOSALS

Proposer shall submit **one (1) original (1) digital and six (6) copies with** in a clear, concise format, on

8 ½ " x 11" papers, in English. The proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the firm to this agreement.

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

Proposals must be submitted in a sealed envelope/package clearly marked with the name and address of the proposing firm and the following: **"RFP No. 2018-5-1 – Plan Review and Inspection Services"**. An **original** (so marked) and **six (6) copies**, to include the following, shall be submitted for a proposing firm to be considered:

1. **Title Page** Title page shall provide the request for proposals' subject, the firm's name, the name, address and telephone number of contact person, and the name, address, principal place of business and telephone number of legal entity with whom the contract is to be written.
2. **Table of Contents** The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.
3. **Transmittal/Introduction Letter** The introduction letter shall provide introductory information of the firm including the corporate name (if applicable), address and telephone number of principal office, number of years in business and size of staff. This letter will summarize in a brief and concise manner that the Proposer understands

the work to be performed, the commitment to perform the work within the anticipated time period, a statement why the firm believes itself to be best qualified to provide the services, and a statement that the proposal remains in effect for six (6) months. An agent of the Proposer authorized to bind the firm must sign the Letter of Transmittal indicating the agent's title or authority. Include a reproduction of Corporate Charter Registration, if applicable and indicate the primary person responsible for this project.

4. **Firm Composition, Qualifications and Background** The Submittal Package shall include the name and type of firm or organization (corporation, partnership, joint venture, etc.) that will serve as the Applicant Firm, and provide the name of the single-entity responsible for the Project. The history, ownership, organization, and background of the Applicant Firm shall be provided. If the Applicant Firm is a joint venture, the required information shall be submitted for each member of the joint venture firm. Details of the organizational structure of the joint venture shall be given. Include a general statement describing the types of services offered by the firm, location of main and branch offices, and number of years in business.
5. **Technical Proposal** The technical proposal shall demonstrate the qualifications, competence, capacity and methodology of the firms seeking to provide the services in conformity with the requirements of this Request for Proposal. The qualifications of the firm and of the particular staff to be assigned to this engagement should be demonstrated. It should also specify an approach that will meet the Request for Proposal requirements.

The technical proposal should address all of the points outlined in the Request for Proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the Request for Proposal.

6. **Approach to the Project** The proposal shall include a description of the proposed service, with any exhibits or documentation deemed essential, addressing the following phases of the proposed service:
 - Overall approach and methods to provide services as set forth herein.
 - Describe involvement of Town staff.
 - Describe the current work load.
 - Methodology intended to implement and accomplish the services described herein.
 - All fees and charges.
7. **Past Experience** The proposal shall include past performance, including the total number of similar successful projects. Proposals will only be considered from qualified firms. The Firm shall have a minimum of five (5) years relevant business experience similar to scope of work as described herein. The Applicant Firm should provide examples of projects where the firm provided services on behalf of at least five (5) clients of which at least three (3) are municipal clients. The firm should demonstrate how it interacts with municipal clients and how it exchanges information relative to the requirements of the projects.

The following information shall be included regarding the Company's experience in providing Plan Review and Inspection Services:

Comprehensive listing of all contracts for which you provided a similar service within the past two years of the scope and nature required by this RFP, similar in size to the requirement of the Town (i.e. \$50,000 or greater). Listing must include: name of company, contact person, address, telephone number, general description of the project and the dates of services.

Letters of Commendation or Recommendation from clients may be included in this section.

8. **Operational Information** Proposers shall submit the following information as described in the sections below:

- A) Hours of operation
- B) Proposed staffing levels
- C) Preparations and Procedures for Natural Disaster events
- D) Provide resumes of all persons and copies of certification who will be involved in providing services and supervision
- E) Provide a listing of the types of equipment that will be used. Include, at a minimum, the equipment required per Section 2.9.

9. **Cost Proposal** Complete detailed fee schedule for provision of services and any additional fees, using forms provided. Complete the Town provided Proposal Page.

10. **Proposers Qualifications** Executed copy of form. Note the requirements for your Business Tax Receipt and W-9.

The insurance requirement designated in this RFP indicates the minimum coverage required for the scope of work, as determined by the Office of Risk Management. Proposer shall provide verification of compliance such as a Certificate of Insurance (COI) or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. If not provided with the proposal, the COI must be submitted within three business days of Town's request. Proposer may be deemed non-responsive for failure to fully comply within stated timeframe. Final award shall be subject to receipt and acceptance by the Town of proof of meeting all insurance requirements of the RFP.

11. **List of Professional References** Executed copy of form. Provide a list of at least **five** (5) current (within the last two years) and pertinent professional references that the Town can contact in relation to Proposer's qualifications, financial stability, and experience.

12. **Drug Free Certification** Executed copy of form.

-
13. **Addenda** Acknowledgement, in appropriate section herein, of receipt of each addendum issued by the Town. Each addendum includes a signature page which also must be returned with the Proposal Documents.
 14. **Variations/Exceptions** Provide a list of services which are not included in the firm's proposal to the required services as outlined in the Scope of Services, along with any exceptions or variations to any section of the proposal.
 15. **Litigation Statement** A statement listing any litigation or regulatory action related to the administration of the Florida Building Code involving your firm, officers or employees in the last three (3) years shall be included in the proposal. If an action has been filed against your firm(s) within the last three years, state and describe the litigation or regulatory action filed against your firm and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. The statement shall also include proceedings by any licensing, ethics or regulatory entities.
 16. **Financial Information** An indication of the resources and the necessary working capital available and how it will relate to the firm's financial stability through the completion of the project shall be included in the RFP response. If selected as a short listed finalist, the Town will order a Dun & Bradstreet report and will request reimbursement from all short listed finalists for the cost of the report.



**TOWN OF EATONVILLE
RFP No. 2018-5-1**

PLAN REVIEW AND INSPECTION SERVICES

**PART IV EVALUATION OF
PROPOSALS**

4-1 EVALUATION AND AWARD

The Town will select proposals deemed most qualified based on the submittal criteria. The Selection Committee will rank those Proposers whose proposals are deemed most qualified.

The Town reserves the right to select the proposal which in the opinion and sole discretion of the Town will be in the best interest of and/or most advantageous to the Town. The Town reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals.

4-2 SELECTION COMMITTEE - A Selection Committee, consisting of Town personnel, will convene, review and discuss all proposals submitted. The Purchasing Manager will chair the committee.

4-3 REVIEW OF PROPOSALS - The Selection Committee will use a point/percentage formula during the review process to score proposals.

4-4 EVALUATION CRITERIA - The criteria and weights as shown herein shall be utilized in the evaluation of the proposals. The Selection Committee will evaluate all responsive written proposals to determine which proposals best meet the needs of the Town, based on the evaluation criteria. It is expected that a contract will be executed between both parties for the services as may be necessary. The evaluation criteria will be based on Qualifications and Experience, Quality of Services, Technical Approach to the Project/Scope of Work, Creative Ideas, Operational Information, Financial Information and Cost Detail.

4-5 SELECTION - The selection and award of contract(s) shall be done in accordance with the State of Florida statutes and Town policies and procedures. The Selection Committee will evaluate, rank all qualified proposers, and prepare a shortlist. Additionally the Committee may receive presentations and recommend to the Town Council one or more firms determined to be the most qualified to provide the services required. The Town will negotiate contract(s) with the top ranked firm(s), or succeeding ranked firms should negotiations fail. Award(s) shall be based on all the information submitted by the consultant, a thorough review of all references provided based upon criteria set forth herein.

4-6 ORAL PRESENTATIONS - Upon completion of the evaluation of all written proposals, the Selection Committee shall determine whether to recommend award to the Proposer(s) with the highest score, or to invite those firms in the “Competitive Range” to give an oral presentation. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. The same Evaluation Criteria will be applied to the oral presentations evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria. The proposed Project Manager should be in attendance.

4-7 FINAL SELECTION - The Selection Committee will submit the recommended award of the highest ranked proposers (with all proposers in ranked order) to the Town Council for final approval. The Town will select the firm(s) that meet the best interests of the Town. The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The Town’s decisions will be final. Upon Council authorization, contract negotiations will be initiated with the highest ranked firm(s). If those negotiations are unsuccessful, the Town will formally terminate negotiations with the highest ranked firm(s) and will commence contract negotiations with the next highest-ranked firm, etc. Upon successful contract negotiations with the prevailing firm(s), the remaining firms will be notified that the process has been completed and that they were not selected.

TOWN OF EATONVILLE

RFP No. 2018-5-1 PLAN REVIEW AND INSPECTION SERVICES

COST PROPOSAL PAGES

ITEM NO.	DESCRIPTION OF SERVICES	BID PRICE
1	Perform inspection services; excluding natural disaster events. FULL TIME INSPECTOR Per Person: 8 Hours Per Day, 37.5 - 40 Hours Per Week.	BLDG \$ _____ PER HOUR
		M, E, or P \$ _____ PER HOUR
		1+2 FAMILY \$ _____ PER HOUR
		MULTI \$ _____ PER HOUR
2	Perform inspection services; during natural disaster events. FULL TIME INSPECTOR Per Person:	BLDG \$ _____ PER HOUR
		M, E, or P \$ _____ PER HOUR
		1+2 FAMILY \$ _____ PER HOUR
		MULTI \$ _____ PER HOUR

3	Perform inspection services; excluding natural disaster events, in excess of 40 Hr. per week FULL TIME INSPECTOR Per Person:	BLDG \$ _____ PER HOUR M, E, or P \$ _____ PER HOUR 1+2 FAMILY \$ _____ PER HOUR MULTI \$ _____ PER HOUR
4	Perform inspection services; excluding natural disaster events AS NEEDED BASIS Per Person:	BLDG \$ _____ PER HOUR M, E, or P \$ _____ PER HOUR 1+2 FAMILY \$ _____ PER HOUR MULTI \$ _____ PER HOUR

Proposer: _____ Date: _____

ITEM NO.	DESCRIPTION OF SERVICES	BID PRICE
5	Perform inspection services; during natural disaster events AS NEEDED BASIS Per Person:	BLDG \$ _____ PER HOUR M, E, or P \$ _____ PER HOUR 1+2 FAMILY \$ _____ PER HOUR MULTI \$ _____ PER HOUR
6	Review and process construction plans; for obtaining building permits, excluding natural disaster events AS NEEDED BASIS Per Person:	BLDG \$ _____ PER HOUR M, E, or P \$ _____ PER HOUR 1+2 FAMILY \$ _____ PER HOUR MULTI \$ _____ PER HOUR
7	Review and process construction plans; for obtaining building permits, during natural disaster events AS NEEDED BASIS Per Person:	BLDG \$ _____ PER HOUR M, E, or P \$ _____ PER HOUR 1+2 FAMILY \$ _____ PER HOUR MULTI \$ _____ PER HOUR
8	Pick up, review and drop off construction plans by the next business day Per Person:	BLDG \$ _____ PER HOUR M, E, or P \$ _____ PER HOUR 1+2 FAMILY \$ _____ PER HOUR MULTI \$ _____ PER HOUR
9	Permit Technicians; between the hours of 8:30 – 5:00 AS NEEDED BASIS Per Person:	\$ _____ PER HOUR
10	Perform inspection services for Public Works related activities (e.g. demolition, erosion control, sewer/water connections); to be done under the supervision of an engineer AS NEEDED BASIS Per Person:	\$ _____ PER HOUR

Proposer: _____ Date: _____

TOWN OF EATONVILLE



**RFP No. 2018-5-1
PLAN REVIEW AND INSPECTION SERVICES**

PROPOSAL PAGE

The hereby undersigned representative submits this proposal and certifies that they are an authorized representative of the proposer who may legally bind the proposer:

***SIGNATURE:** _____

Name: _____ **Title:** _____

Printed

Company: _____ **Address:** _____

Legally registered name

City: _____ **State:** _____ **Zip:** _____

Telephone No: _____ **Fax No:** _____

Federal ID #: _____ **Dun & Bradstreet #:** _____

***Failure to affix signature may result in disqualification of proposal.**

Name of Designated Contact Person: _____

Address: _____

Phone Number: _____ **Fax Number:** _____

Cell Phone Number: _____ **Email:** _____

Acknowledgement is hereby made of the following Addenda received since issuance of this Request for proposals:

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

PROPOSER'S CHECKLIST

All proposals shall include the Town provided forms. Failure to do so may cause the proposal to be rejected. All blanks on the forms must be completed. Supplemental information may be attached to the forms. This list is not meant to be all-inclusive of all items required.

Is a Title Page included?	Yes	No
Is a Table of Contents provided?	Yes	No
Transmittal/Introduction Letter submitted?	Yes	No
Firm Composition, Qualifications and Background section?	Yes	No
Technical Proposal portion?	Yes	No
Approach to the Project described?	Yes	No
Past Experience with similar projects detailed?	Yes	No
Operational Information given?	Yes	No
Personnel resumes provided?	Yes	No
Detail of equipment to be used?	Yes	No
Cost Proposal completed with fee schedule?	Yes	No
Proposer's Qualifications section provided?	Yes	No
Proposer's Qualifications Form submitted?	Yes	No
Business Tax Receipt included?	Yes	No
Form W-9 included?	Yes	No
Is Professional References form submitted?	Yes	No
Is List of Equipment completed and submitted?	Yes	No
Is Professional References form submitted with current clients?	Yes	No
Is Drug-Free Workplace Certification form submitted?	Yes	No
Is Proposal Page completed and signed?	Yes	No
Are addenda acknowledged?	Yes	No
Have Variations/Exceptions been explained?	Yes	No
Has a Litigation Statement been submitted?	Yes	No
Has Financial Information been provided?	Yes	No
Conflict of Interest Statement executed?	Yes	No
List of Proposed Subcontractors completed and submitted?	Yes	No



**TOWN OF EATONVILLE
RFP No. 2018-5-1
PLAN REVIEW AND
INSPECTION SERVICES**

**PROPOSER'S
QUALIFICATIONS**

The Proposer, as a result of this proposal, must hold a Town and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location. Each proposer must complete the following information and submit with their proposal in order to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, state: Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers

Date Elected:

_____	_____
_____	_____
_____	_____

6. The Vendor's length of time in business: _____ years

7. The Vendor's length of time (continuous) in business as a service organization in Florida: _____ years

8. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Town. Further, all proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches.

Name _____ Percentage of Interest: _____

9. A copy of Town and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location.

10. A current, signed copy of your firm's IRS form W-9.

Note: Information requested herein and submitted by the proposers will be analyzed by the Town of Eatonville and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Proposers, in the sole opinion of the Town of Eatonville, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

TOWN OF EATONVILLE
RFP No. 2018-5-1

PLAN REVIEW AND INSPECTION SERVICES

CONFLICT OF INTEREST STATEMENT

During the Contract Term, to avoid any conflicts of interest, or any appearance thereof, neither the Proposer nor any of its officers, employees, representatives or subsidiaries shall perform work for or represent any other private sector entities (developers, contractors, owners, businesses, corporations, attorneys, real estate investors, etc.) within the corporate limits of TOWN. The conditions and requirements of this paragraph shall also apply to any employees or agents utilized by the Proposer in completion of the work tasks under RFP No 2016-1-01.

Proposer agrees that during the Contract Term, no person under its employ who will exercise any functions or responsibilities on behalf of the TOWN in completion of the work tasks under RFP No. 2018-5-1 shall have any personal financial interest, direct or indirect, with Proposer. Proposer further covenants that, in the performance of the work tasks under RFP No. 2018-5-1, no person having such conflicting interest shall be employed.

Submission of a Proposal under RFP No. 2018-5-1 signifies agreement to abide by the terms and conditions described above.

Clients for whom the proposer or proposer's employees have provided services in the corporate limits of the Town of Eatonville for the previous 10-year period shall be listed below. Failure to provide a complete listing may result in disqualification of the proposer.

- | | |
|----------|--------|
| 1. _____ | 6. __ |
| 2. _____ | 7. __ |
| 3. _____ | 8. __ |
| 4. _____ | 9. __ |
| 5. _____ | 10. __ |

Clients presently subject to the jurisdiction of the Town's Planning, Zoning and Building Department or clients that might possibly present a conflict of interest are listed below.

- | | |
|----------|--------|
| 1. _____ | 6. __ |
| 2. _____ | 7. __ |
| 3. _____ | 8. __ |
| 4. _____ | 9. __ |
| 5. _____ | 10. __ |

PROPOSER: _____

BY: _____
(Authorized Signature)

DATE: _____



TOWN OF EATONVILLE
RFP No. 2018-5-1

PLAN REVIEW AND INSPECTION SERVICES
LIST OF CURRENT & PERTINENT PROFESSIONAL REFERENCE

The following is a list of at least **five** (5) current (within the last two years) and pertinent professional references that the Town can contact in relation to Proposer's qualifications, financial stability, and experience. Failure to furnish this information may be grounds for rejection of the proposal.

1. Name and Address of Firm, City, Town, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments: Reference Verified: Yes <input type="checkbox"/> No <input type="checkbox"/>		

2. Name and Address of Firm, City, Town, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments: Reference Verified: Yes <input type="checkbox"/> No <input type="checkbox"/>		

3. Name and Address of Firm, City, Town, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments: Reference Verified: Yes <input type="checkbox"/> No <input type="checkbox"/>		

4. Name and Address of Firm, City, Town, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments: Reference Verified: Yes <input type="checkbox"/> No <input type="checkbox"/>		

5. Name and Address of Firm, City, Town, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments: Reference Verified: Yes <input type="checkbox"/> No <input type="checkbox"/>		

Company Name: _____



**TOWN OF EATONVILLE
RFP No. 2018-5-1**

**PLAN REVIEW AND INSPECTION SERVICES
DRUG-FREE WORK PLACE CERTIFICATION**

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the Town of Eatonville for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

***This Certification is submitted by _____ the
(Individual's Name)***

***_____ of _____
(Title/Position with Company/Vendor)
(Name of Company/Vendor)***

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature



TOWN OF EATONVILLE
RFP No. 2016-1-01
PLAN REVIEW AND INSPECTION SERVICES

LIST OF PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The proposer is further notified that all subcontractors shall be properly licensed. Failure to furnish this information may be grounds for rejection of the proposal. (If no subcontractors are proposed, state "None" on first line below.)

Name and Address of Subcontractor	Scope of Work	License #
1.		
2.		
3.		
4.		
5.		

Signature and Date _____

Title/Company _____



TOWN OF EATONVILLE
RFP No. 2016-1-01
PLAN REVIEW AND INSPECTION SERVICES

EVALUATION CRITERIA

Criteria	Weight
Qualifications <ul style="list-style-type: none"> • Certifications of staff • Amount of training provided to staff and paid for by agency • Amount of training opportunities provided to staff at staff expense • Number and diversity of types of plans reviewed • Number and diversity of types of inspections conducted • Customer Service Skills – References 	20%
Experience <ul style="list-style-type: none"> • Previous contract experience with Town and/or other governmental agencies • Current contracts with governmental agencies: <ul style="list-style-type: none"> ○ Size, amount of contract, amount of work ○ Full Time employees allocated ○ Size and location of communities/municipalities • Average number of inspections conducted per FTE per full working day • Number and type of plans reviewed per FTE per full working day • Philosophy regarding plans review • Pass/fail rate for each employee to be assigned to Town • Rate of plans returned after first review for each employee to be assigned to Town • How long has the company been in business • Proximity of business to Town • History of business, including: Business name, Owners and Officers for past 7 years • Attrition rate of employees • Familiarity with the Town of Eatonville building division procedures and practices • Knowledge of Town locations 	25%
Ability to Complete Work Assignments <ul style="list-style-type: none"> • Amount of staff and ability to complete assigned inspections within one day • Amount of staff and time available for plan review • Ability of agency to complete work assignments without adding additional staff • Number of additional staff necessary to address work load 	20%
Fee <ul style="list-style-type: none"> • Pricing Structure • Fee Schedule work sheet • Any other Costs 	30%
Financial/Other <ul style="list-style-type: none"> • Overall completeness, clarity and quality of proposal • Financial resources and capabilities • Evidence of insurance/bonding capability • Litigation/disciplinary proceedings 	5%