

TOWN OF YANKEETOWN REQUEST FOR PROPOSALS (RFP)

Building Official Services for Town of Yankeetown

Contact Person: Town Administrator
Address: 6241 Harmony Lane, Yankeetown, FL 34498
Telephone: (352)447-2511
Today's Date: June 1, 2017

I. GENERAL INFORMATION

The Town of Yankeetown is seeking proposals from interested parties that are qualified to provide Building Official Services to local governments within the State of Florida. The initial contract shall be for a period of two years (2). The contract may be renewed upon negotiation and written agreement of the parties.

II. SUBMITTAL REQUIREMENTS

All Proposals must be in a sealed envelope and clearly marked in the lower left corner: "RFP: TOWN OF YANKEETOWN BUILDING OFFICIAL SERVICES" and shall be sent to the following address, only:

Town Clerk
Town of Yankeetown
6241 Harmony Lane
Yankeetown, Florida 34498

All Proposals must be received in the Office of the Town Clerk by 2:00 pm (EST) on Thursday, July 13, 2017 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 Town Clerk after the due date and time specified in this RFP will not be considered and will be returned unopened. Any Proposal or copies that are sent to any other address may be refused and sent back to the Proposer unopened. Proposals must be typed or printed in ink. All Proposals must contain a manual signature of the authorized representative.

The Town of Yankeetown 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 Town of Yankeetown is a Florida Municipality. As such, it is required to comply with the Florida Community Planning Act as set forth in Chapter 163, Florida Statutes, as well as other associated laws and regulations. The services for which proposals are solicited are:

REFER TO PROPOSED CONTRACT ATTACHED as Exhibit "A"

REFER TO PROPOSED SCOPE OF SERVICES ATTACHED as Exhibit "B"

Proposers will be required to enter into a contract in the form of Exhibit "A" attached

IV. SELECTION PROCESS

- A. The Town will conduct a competitive selection process for the award of this agreement. During the review and selection process no person shall make any private communication or separate delivery of marketing information concerning the proposal to any elected officers of the Town, members of the Town staff or members of the Selection Committee.
- B. The Town shall consider the following criteria in the selection process: ability of professional personnel; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the Proposer. The Town shall enter into negotiations with the highest ranked proposal as determined by the Town Council. Proposers shall organize their proposal in the following manner.
 - 1. Professional qualifications of individuals employed by Proposer.
 - 2. Documentation of experience in providing building official services to Florida Local Governments.
 - 3. Organizational structure of Proposer.
 - 4. Statement of all complaints against the Proposer which have been filed within the last 20 years, including documentation showing the disposition of such complaints.
 - 5. Statement disclosing all affiliated business entities.
 - 6. List of representative clients and services performed.

IV. GENERAL TERMS AND CONDITIONS OF PROPOSAL PROCESS

The Town reserves the right to reject any or all Proposals. The Town also reserves the right in its sole discretion to waive minor errors or irregularities in the Proposals or in the Proposal solicitation procedures, or submissions. The Town additionally reserves the right to negotiate a change in the planned scope of services so as to increase or decrease same. The Town shall not be contractually or otherwise bound to any Proposer until final written agreement has been approved and executed by the Town, and no Proposer shall obtain property or contractual rights until that time.

The Town reserves the right to reject the Proposal of any Proposer if Town believes that it would not be in the best interest of the Town to make an award to that offer, whether

because the proposal is not responsive, or the Proposer is unqualified, or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by Town, or for no reason at all. The Town reserves the right to request clarification of information submitted and to request additional information of one or more Proposers.

It is clearly understood by both parties, upon submission of a proposal from Proposer, that no representation, authorization, communication or understanding will be valid unless said representation, validation or authorization or other clarifications are submitted to the Town, in writing, and are responded to by a representative of the Town in writing. All information requests and responses must be sent to the Town Clerk of Yankeetown. Proposer understands that they will be required to enter into a Contract in the form of Exhibit "A" as attached.

EXHIBIT "A"

AGREEMENT FOR BUILDING OFFICIAL SERVICES

This Agreement is made and entered into this ____ day of _____, 2017, by and between the Town of Yankeetown, a municipal corporation organized under the laws of the State of Florida, (hereinafter referred to as the "TOWN") and (hereinafter referred to as the "CONTRACTOR"), for the purpose of providing the TOWN with services related to the enforcement and administration of applicable building and construction codes and for reimbursement by the Town of Yankeetown for those services.

WHEREAS, pursuant to Chapters 163 and 166, Florida Statutes, the TOWN has the power to perform municipal services within their jurisdictional limits; and

WHEREAS, the TOWN is desirous of contracting with CONTRACTOR for certain services to be performed within the TOWN limits of Yankeetown, Florida; and

WHEREAS, CONTRACTOR is in the business of providing certified professionals to perform Building Code Administration, Plans Examination, Code Enforcement, CRS and Code Compliance Inspections on an as-needed basis for the TOWN and elsewhere in the State of Florida; and

WHEREAS, CONTRACTOR is agreeable to providing such services under the terms and conditions set forth in this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties agree as follows:

1. Recitals. THAT the foregoing recitals are true and correct and constitute a material inducement to the parties to enter into this Agreement.
2. Specific Provisions. THAT the parties hereby agree to the following specific provisions:
 - a. **Description of Work.** The CONTRACTOR shall be responsible for providing the services described in the Scope of Services, which is attached hereto as Exhibit "B" and incorporated herein by reference. Unless specifically excluded, the CONTRACTOR shall provide all permits, labor, materials, equipment and supervision necessary for the completion of the work described herein. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in exhibit "A" shall be resolved in favor of the body of this Agreement.
 - b. **Payment.** In consideration of the performance of this Agreement, the TOWN agrees to pay CONTRACTOR for all permits issued and or work performed, at a negotiable rate based on the Scope of Work described in Exhibit "B" which is attached hereto and incorporated herein by reference.
 - c. **Commencement and Completion:** The CONTRACTOR will be required to commence work under this Agreement on _____, 2017, and to continue to provide services for the duration of this Agreement. This Agreement shall be for a period of two years (2) from the date hereof. TOWN shall have the option to renew this Agreement for additional one-year periods per the terms delineated in Exhibit A with all other terms and conditions to remain in effect.
 - d. **Termination. Termination at Will:** This Agreement may be terminated by the TOWN or CONTRACTOR at any time without cause by giving written notice not less than 30 days by the TOWN and 90 days by the CONTRACTOR, prior to the date of termination; provided that this provision shall not relieve either party from its obligations of this Agreement through the date of the actual termination. At the time of termination, collected permit fees

shall be paid proportionately to the contractor and any uncollected permit fees will be paid proportionately as they are collected. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

d. **Project Management.** The Project Manager for the CONTRACTOR shall be: _____, Building Official, (or his successor). The Project Manager for the TOWN shall be the Mayor or his designee.

f. **Notices.** All notices to the parties under this Agreement shall be in writing and sent
Certified mail to:

TOWN: The TOWN of YANKEETOWN
 Attn: TOWN CLERK
 6241 Harmony Lane
 YANKEETOWN, Florida 34498

CONTRACTOR:

g. **Insurance.**

- i. The CONTRACTOR agrees to maintain such insurance as will fully protect both the CONTRACTOR and the TOWN from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by the CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- ii. The insurance required by the terms of this Agreement shall in no event be less than: (a) Workers' Compensation as required by Laws of the State of Florida; (b) Commercial General Liability (CGL) insurance with a *limit* of not less than \$1,000,000.00 each occurrence; if such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$600,000.00; CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent CONTRACTOR, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground exposures, personal injury and advertising injury; fire damage liability shall be included at \$100,000.00;
c) Professional Liability insurance with a minimum of \$1,000,000 per occurrence;
d) Commercial Automobile Liability insurance with the minimum combined single limit of \$1,000,000.000 each occurrence.
- iii. The CONTRACTOR shall furnish the TOWN with copies of endorsements, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The TOWN is to be specifically included as an additional insured or loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30 days prior to said expiration date. The policy shall provide a 30 day

notification clause in the event of cancellation or modification to the policy. All endorsements must be on file with and approved by the TOWN before commencement of any work activities.

3. General Provisions. THAT the parties hereby agree to the following general provisions:
- a. Representations of the Contractor. The CONTRACTOR represents that it has sufficient manpower and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which the CONTRACTOR operates, and that all technical personnel have State of Florida certification within their discipline(s). CONTRACTOR warrants that its services under this Contract shall be performed in a thorough, efficient, and workmanlike manner, promptly and with due diligence and care, and in accordance with all applicable codes and laws.
 - b. Representations of the TOWN. The TOWN represents that it is duly organized and existing as a Municipal Corporation political subdivision of the State of Florida. Further, the TOWN has the full power and authority to enter into the transactions contemplated by this Agreement and has the ownership and/or control over the property which is the subject of this Agreement or which shall be serviced thereby.
 - c. Personal nature of Agreement. The CONTRACTOR hereby warrants that it has the necessary technical expertise and training to perform its duties as outlined in this Agreement. The parties acknowledge that the TOWN places great reliance and emphasis upon the knowledge, expertise and personal abilities of the CONTRACTOR. Accordingly, this Agreement is personal and the CONTRACTOR shall not assign or delegate any rights or duties hereunder without the specific written consent of the TOWN. In the event the CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, the CONTRACTOR shall obtain the written approval of the TOWN Project Manager prior to engaging such subcontractor or professional associate.
 - d. Independent contractor.
 - i. It is specifically agreed that the CONTRACTOR is deemed to be an independent contractor and not a servant, employee, joint adventurer or partner of the TOWN for the purposes set forth in this subsection and it is further agreed that no agent, employee, or servant of the CONTRACTOR shall be deemed to be the agent, employee, or servant of the TOWN. Accordingly, none of the benefits, if any, provided by the TOWN to its employees, including but not limited to compensation insurance and unemployment insurance are available from the TOWN to the employees, agents or servants of the CONTRACTOR. The CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and sub-contractors during the performance of this Agreement; the CONTRACTOR shall not be deemed to be an agent of the TOWN pursuant to Florida Statute 468.6 19(5). Although the CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the TOWN and shall be subject to the TOWN's general right of inspection to secure the satisfactory completion thereof. The

CONTRACTOR agrees to comply with all Federal, State and municipal Laws, rules and regulations that are now or may in the future become applicable to the CONTRACTOR, the CONTRACTOR'S business, equipment or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The TOWN will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of the CONTRACTOR.

- ii. The CONTRACTOR agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.
 - e. Acceptance of work product, payment and warranty. Upon receipt of a periodic work product, together with an invoice sufficiently itemized to permit audit, the TOWN will diligently review same. Payment, found to be due the CONTRACTOR, will be paid to the CONTRACTOR within fifteen (15) days after the date of receipt of the invoice. The CONTRACTOR warrants that the data utilized by the CONTRACTOR (other than as provided by the TOWN) is from a source, and collected using methodologies, which are generally recognized in the CONTRACTOR'S industry or profession to be a reliable basis and foundation for the CONTRACTOR'S work product. The CONTRACTOR shall notify the TOWN in writing should it appear, in the CONTRACTOR'S professional judgment that the data or information provided by the TOWN for use in the CONTRACTOR'S work product is incomplete, defective or unreliable. The CONTRACTOR guarantees to amend, revise or correct to the satisfaction of the TOWN any error appearing in the work as a result of the CONTRACTOR's, failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment by the TOWN shall relieve the CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.
 - f. Public records. All records prepared or maintained by the CONTRACTOR in accordance with the Scope of Services (Exhibit "A"), shall be deemed to be public records. The CONTRACTOR shall allow public access to such documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the CONTRACTOR assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR. The TOWN reserves the right to unilaterally cancel this Agreement for refusal by the CONTRACTOR to allow public access to all such documents, subject to the Provisions of Chapter 119, Florida Statutes, and made or received by the CONTRACTOR in conjunction with this Agreement. All documents hereinabove referred to shall be maintained and kept for public inspection at the YANKEETOWN TOWN Hall or such place as may be designated by the Town Council.
 - g. CONTRACTOR Employees. During the term of this agreement, the TOWN shall not negotiate with or hire any individual who is employed with the CONTRACTOR. If this agreement is terminated by the TOWN, then for a period of one year after termination of this agreement, the TOWN shall not negotiate with or hire any individual who is employed with the CONTRACTOR at the time of the termination of this agreement.
4. Miscellaneous Provisions. the parties hereby agree to the following miscellaneous provisions:
- a. Discrimination. That the CONTRACTOR shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this Agreement. The CONTRACTOR shall take all measures necessary to effectuate these assurances.
 - b. Severability: That, should any term or provision of this Agreement be held, to

any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

- c. Entire Agreement. That this Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations or agreements to the contrary. CONTRACTOR recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, authorized and signed by the authorized TOWN representatives.
- d. Construction. Should any provision of this Agreement be subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared the same, as all parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, and/or the negotiation of specific language and therefore the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- e. Attorney's Fees. In the event of any litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs which are directly attributed to such litigation both at the trial and appellate level.
- f. Waiver. The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR'S work product, services, or materials shall not be construed to operate as a waiver of any of the TOWN's rights under this Agreement, or of any cause of action the TOWN may have arising out of the performance of this Agreement.
- g. Force Majeure. Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision shall not apply if the "Scope of Work" of this Agreement specifies that performance by the CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- h. Headings. All headings are for clarification *only* and are not to be used in any judicial construction of this Agreement or any paragraph.
- i. Binding Nature of Agreement. This Agreement shall be binding upon the successors and assigns of the parties hereto.
- j. Law; Venue. This Agreement is being executed in the TOWN of YANKEETOWN, Florida and shall be governed in accordance with the laws of the State of Florida. Levy County, Florida shall be the venue of any action thereon.

- k. **Indemnification.** The CONTRACTOR agrees to indemnify, defend, and hold harmless the TOWN from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorney's fees and costs, but only to the extent caused by, arising out of, or relating to the work of CONTRACTOR .
- l. **Liability.** Neither the TOWN nor any of its agents will be liable for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of CONTRACTOR or any of its agents or employees in performing this Agreement. The TOWN shall assume no liability for the payment of salary, wages or other compensation to agents or employees of CONTRACTOR performing services hereunder for the TOWN, nor any liability other than as provided for in this Agreement. The TOWN shall not be liable for compensation or indemnity to agents or employees of CONTRACTOR for injury or sickness arising out of performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this agreement on the day and date first written above.

**TOWN OF YANKEETOWN
TOWN COUNCIL**

By:

MAYOR

ATTEST:

TOWN CLERK

Seal

APPROVED AS TO FORM AND CONTENT FOR
THE RELIANCE OF THE TOWN OF YANKEETOWN ONLY:

TOWN ATTORNEY

Contractor

Witness

By: _____

President

Witness

EXHIBIT B SCOPE OF SERVICES

The CONTRACTOR will provide:

- 1) Building Code Official for the TOWN who will serve as the Building Code Administrator and Building and Zoning Official under the Yankeetown Code of Ordinances; Administrative Official under the YANKEETOWN Code of Ordinances Land Development Regulations; and Floodplain Management under the YANKEETOWN Code of Ordinances (including future duties under any updated flood ordinances),
- 2) Florida Statute §468 certified Plans Examiner(s) and Inspector(s), to perform mandatory building code administration , plan reviews and inspections associated with any of the general building , structural, mechanical, electrical and plumbing building components, and in accordance with the Florida Building Code and the YANKEETOWN Code of Ordinances.
- 3) Florida State certified Fire Inspector(s) and Plans Examiner(s) to perform mandatory Fire plan reviews and Fire inspections associated with State Fire Marshal mandated requirements for new and existing structures to include but not limited to plan review for new permits and inspection of permitted items, and in accordance to the YANKEETOWN Code of Ordinances (specifically but not limited to Chapter 27).
- 4) Community Rating System (CRS) Coordinator, for the TOWN who will serve as the Liaison Officer with the Federal Emergency Management Agency (FEMA) on all matters relating to the application and certification of information and data regarding the Town of Yankeetown's participation in the National Flood Insurance program Community Rating System and as detailed in the latest edition of the CRS Coordinator's Manual.

These services will be provided by the CONTRACTOR on behalf of the TOWN as their agent so as to reasonably assure compliance with the Florida Building code, Florida Fire Code, local administrative and technical amendments, YANKEETOWN Code of Ordinances, Local Flood Ordinances, Community Rating System (CRS) Coordinator and any future amendments to the preceding and, in accordance with the following:

CONTRACTOR will provide these services based on:

PAYMENT AND FEE ARRANGEMENT TO BE NEGOTIATED AFTER RANKING OF PROPOSALS

CONTRACTOR may provide other services as required, which may include: review and investigation of violations of building codes, and assessment of damage after a natural disaster. The rate of compensation for those other services not related to a permit will be billed at mutually agreed upon hourly rate.

Personnel will be provided as needed and during mutually agreed upon times to maintain office hours for The TOWN's Building Department and available by cell phone during normal business hours.

Specifically to be provided by the CONTRACTOR will be all wages, payroll burden, employee benefits, Vehicles, fuel, and worker's compensation, liability and automobile insurance associated with the required technical personnel. Specifically excluded and to be provided by the TOWN will be all office facilities and consumables, utilities, badges/ID's and office telephone, and copier/fax.