



REQUEST FOR PROPOSALS

**BUILDING PLAN REVIEW
SERVICES**

August 21, 2020

I. PROCEDURES

A. DEADLINE FOR RECEIPT OF PROPOSALS

The deadline for receipt is **Thursday, September 24, 2020, 3:00 PM EST.**

B. SUBMISSION AND RECEIPT OF PROPOSALS

For a submission to receive consideration, it must be received prior to the deadline. No late submissions will be accepted. An authorized officer of the service provider shall sign all proposal forms. Proposals must be clearly labeled **“PROFESSIONAL BUILDING PLAN REVIEW SERVICES PROPOSAL”**. Both electronic and paper copies shall be submitted. One complete electronic copy of the proposal, including all attachments must be submitted in PDF format on a thumb drive, CD ROM, or similar storage device and included in the sealed bid with paper copies. Three (3) paper copies shall be submitted to Missaukee County, Attn: Jessica Nielsen, County Clerk, 111 S. Canal Street, PO Box 800, Lake City, MI 49651. Proposals are considered received when in the possession of the County Clerk’s office.

- Late submittals **WILL NOT BE ACCEPTED – NO EXCEPTION**
- Fax submittals **WILL NOT BE ACCEPTED – NO EXCEPTION**
- Email submittals **WILL NOT BE ACCEPTED – NO EXCEPTION**

C. TIMELINE:

The timeline for the RFP is as follows:

08/21/2020	RFP Issued
09/04/2020	Deadline to submit written questions
09/10/2020	Deadline for response to questions
09/24/2020	Proposal due date and bid opening
10/01/2020	Proposal review and reference checks
10/06/2020	Award pending BOC approval

D. OFFICIAL DOCUMENTS

Missaukee County, Michigan officially distributes proposal documents via its website. Copies of all official documents will also be available at the Missaukee County Courthouse, 111 S Canal Street, Lake City at the County Clerk’s office. Missaukee County cannot guarantee the accuracy and is not responsible for any errors contained in any information received from alternate sources.

E. INTERPRETATION OF PROPOSAL AND/OR CONTRACT DOCUMENTS

Any interpretation to a proposer regarding the RFP or any part thereof is valid only if given by the County Administrator. Any information given by departmental contacts is unofficial. Interpretations may or may not be given orally and may be written depending on the nature of the inquiry. Interpretations that could affect other proposers will be in writing and issued by the County Administrator as an addendum to the original RFP. All inquiries shall be made within reasonable time prior to the stated deadline in order that a written response in the form

of an addendum, if required, can be processed before proposals are opened. Inquires received that are not made in a timely fashion may or may not be considered. Any inquiries related to bid or product specifications should be sent to Precia Garland, County Administrator at admin@missaukee.org.

F. CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS

Each change or addendum issued in relation to this proposal will be posted on the County's website and will also be on file in the County Clerk's Office. It shall be the proposer's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all proposers shall be bound by such changes or addenda.

G. ALTERNATES

Proposers are cautioned that any alternate proposal, unless requested by the County, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements or this proposal, may be considered non-responsive, and at the opinion of the City, may result in rejection of the proposal.

H. AWARD

Proposals will be reviewed by an internal committee where firms will be evaluated and ranked. Proposing firms may be asked to participate in an interview to further discuss qualifications and to answer questions from the committee. The contract will be awarded to the responsible, responsive firm whose proposal, conforming to this solicitation, will be most advantageous to the County, price and other factors considered.

The County reserves the right to accept or reject any or all proposals, in part or whole and to waive informalities and minor irregularities in bids received.

I. WITHDRAWAL

Proposals may only be withdrawn by written notice prior to the date and time set for the submission of proposals. No proposal may be withdrawn after the deadline for submission.

J. DEFAULT

No bid or proposal shall be accepted from any party (contractor) who is in default on the payment of taxes, licenses or other monies due the County.

K. NON-COLLUSION CLAUSE

By signing and submitting this proposal, proposer states that his proposal is genuine and not collusive or sham; such proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person, to put in a sham bid, or that such other person will refrain from proposing and has not in any manner, directly or indirectly, colluded, conspired, connived, or agreed, with any person, to fix the price of affiant or any other proposer, or to fix any overhead, profit or cost element of said proposal price.

L. NON-DISCRIMINATION CLAUSE

By signing and submitting this proposal for consideration of an award by Missaukee County, the contractor and any subcontractor covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the contract.

II. PROPOSAL DETAILS

A. DESCRIPTION

Missaukee County is seeking proposals from qualified consultants for Professional Building Plan Review Services. Professional Building Plan Review Services are required for new commercial/industrial building, additions, and remodels; new residential construction additions and remodels; and other retro-fits of any and all buildings where sealed plans are required. The consultant will coordinate plan review services with the on-staff Building Official for Missaukee County.

B. BACKGROUND:

The Missaukee County Building Official currently provides Professional Building Plan Review and Professional Building Inspection Services. The building official works part-time and with his inspection schedule, does not have the time required for plan review. Plan review also requires a high level of expertise and Missaukee County is interested in contracting with a firm capable of providing such services for all types of construction.

C. SCOPE OF WORK

Building Plan Review Services (All Disciplines)

1. Provide plan review of any and all types of structures including, but not limited to, single family dwellings, multiple family dwelling units, commercial and industrial building for compliance with all local ordinances as applicable, Michigan Building codes, Michigan Mechanical Codes, Michigan Plumbing Codes, Michigan Electrical Codes, Americans with Disabilities Act and Michigan Barrier Free Codes and the Michigan Energy Codes and referenced standards. Reviews should take place utilizing both electronic and paper-submitted formats.
2. Plan review services will be required for all structures that require plans sealed by a professional architect or engineer and all commercial/industrial projects. Plans that do not meet the threshold for requiring a seal by a professional architect or engineer, or are not commercial/industrial in nature shall be reviewed by the Missaukee County Building Official.
3. Generally, residential initial plan review turn-around time shall be no more than five (5) working days. Commercial/industrial plan review turn-around time shall be no more than ten (10) working days.

4. Plan reviews shall include comment reports describing code violations in full, with reference to plan sheet and detail identification and specific codes and code sections relating to each comment as applicable.

D. SELECTION CRITERIA:

The requested information is intended to provide information that will assist Missaukee County in the selection of the most qualified, competent, experienced, responsive and economical service provider, who will best serve the needs of the County.

During the evaluation process, where it may serve the its best interest, Missaukee County reserves the right to request additional information or clarifications from proposing firms, to reject any or all proposals or unauthorized modifications, to allow corrections of errors or omissions, or to waive irregularities.

A selection committee will evaluate the proposals based upon the factors listed above. After a review of the written proposals, selected firms may also be asked to make an in-person presentation or answer follow-up questions. Missaukee County will choose the proposal that best fits its needs.

The County is not obligated to award the contract based on cost alone.

The selected firm will be required to enter into a written agreement with the Missaukee County that will detail the specifics of the relationship and include scope of work, compensation, insurance requirements and other matters.

This agreement is anticipated to be for five years. If an agreement cannot be reached, Missaukee County reserves the right to render the proposal invalid and may award the contract to another qualified vendor in its sole discretion.

III. SUBMITTAL REQUIREMENTS:

Proposals should demonstrate the qualifications, experience, service level, costs for services, competence, and capacity of the firm. Proposals must address all the points outlined:

1. FIRM OVERVIEW:

- a) History of firm, including organization type, age, size, number and location of offices, number of employees (fulltime & part-time) and their level of experience, number of clients and any specialty areas.

2. QUALIFICATIONS:

- a) Biographies/resumes of firm leadership and key personnel. Include certifications and state licensure information, with copies attached of state licensure attached to proposal.

- b) Description of normal availability and response time for plan review work.
- c) Provide examples of similar plan review experience, whether governmental or private sector, and number/type of reviews provided annually.
- d) Describe what additional “value added services” can be provided, such as availability for pre-application meetings.
- e) List the key differentiators for firm. What factors distinguish it from competitors?
- f) Experience with Building Appeals Board meetings (participation in such meetings would be required if plan review is appealed).

3. REFERENCES:

- a) List five similar clients you currently provide ongoing Professional Building Plan Review services. Please include:
 - Name of company
 - Length of time a customer
 - Services provided
 - Contact name and title
 - Phone number

4. PROPOSAL COST SHEETS AND RATES:

The proposal shall include the proposed costs (fees and/or rates – see Exhibit 2) to provide the services offered. Include any cost and price information that would be contained in a potential agreement with the County. Please be as detailed as possible regarding costs. How will the County be charged for the services? What are those charges?

Missaukee County sets building permit and plan review fees through the annual county budget process and fee policy review. The opinion of the firm may be sought in reviewing/setting such fees.

5. Freedom of Information Act (FOIA) DISCLOSURE

Under the Michigan Freedom of Information Act (Public Act 442), the County is obligated to permit review of its files, if requested by others. All information in a firm’s proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

6. CONFLICT OF INTEREST DISCLOSURE

Missaukee County requires that the firm complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected firm unless and until the County

Administrator has reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may be awarded on the recommendation of the County Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the County. A copy of the Conflict of Interest Disclosure Form is attached.

7. COST LIABILITY

Missaukee County assumes no responsibility or liability for costs incurred by the firm prior to the execution of a Professional Services Agreement. The liability of the County is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, the audit firm agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

8. DEBARMENT

Submission of a proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the County will be notified of any changes in this status.

9. IRS FORM W-9 & CERTIFICATE OF LIABILITY INSURANCE

The selected firm will be required to provide Missaukee County an IRS form W-9 and a Certificate of Liability Insurance.

10. RESERVATION OF RIGHTS

- A. The County reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
- B. The County reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the County to be in its best interest.
- C. The County reserves the right to request additional information from any or all audit firms.
- D. The County reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within the RFP.
- E. The County reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
- F. The County reserves the right to select one or more audit firms to perform services.
- G. The County reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal

indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.

- H. The County reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within the RFP.

11. AUTHORIZED NEGOTIATOR

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the County.

12. ATTACHMENTS

Proof of State Licensure(s) for building plan review, Conflict of Interest Form, and the Certification Form must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

13. PREPARATION OF PROPOSALS

Each person signing the proposal certifies that he or she is the person in the audit firm/organization responsible for the decision as to the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

14. INSURANCE REQUIREMENTS

Effective the date of the Professional Services Agreement and continuing without interruption during the term of the Agreement, selected firm shall provide certificates of insurance to the County on behalf of itself, and when requested any subcontractor(s). The certificates of insurance shall meet the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes.
3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. **Missaukee County shall be named an additional insured.** There shall be no added exclusions or limiting endorsements which diminish the County's protections as an additional insured under the policy.
4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97

or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Insurance required under D.3 above shall be considered primary as respects any other valid or collectible insurance that the County may possess, including any self-insured retentions the County may have; and any other insurance the County does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the County.

6. Insurance companies and policy forms are subject to approval of the County Administrator, which shall not be unreasonably withheld. Documentation must provide an unconditional 30-day written notice of cancellation in favor of Missaukee County. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the County, in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the County with satisfactory certificates of insurance and endorsements prior to commencement of any work.

Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the County. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

Exhibit 1

CERTIFICATION

I hereby state that I have read, understand, and become thoroughly familiar with and understand the terms and scope of work contained in the RFP.

I hereby state that all the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become the basis for a binding contract if accepted by the Missaukee County.

I hereby state that this proposal will remain valid for three (3) months from this certification date.

Signed: _____

Type or Print Name: _____

Title: _____ Date: _____

Company Name: _____

Address: _____

Contact Name: _____

Contact Phones:

Office: _____

Cell: _____

Exhibit 2

SUMMARY OF PROFESSIONAL PLAN REVIEW SERVICE FEES

1. Base Fee per Plan Review \$_____

2. Additional fee and assessment basis \$_____

3. Other (explain)
_____ \$_____

4. Describe how plan review fee will be determined

Exhibit 3

**MISSAUKEE COUNTY
CONFLICT OF INTEREST DISCLOSURE FORM**

Date: _____

Name: _____

Position (employee/volunteer/board member/vendor): _____

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest between Missaukee County and your personal interests, financial or otherwise:

_____ I have no conflict of interest to report

_____ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own):

1. _____

2. _____

3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge. I have reviewed, and agree to abide by, the Policy of Conflict of Interest of Missaukee County.

Signature: _____

Date: _____

Management Review/Notes:

Management Resolution: