



RFP 2020-13

**Utah County
Community Development, Building Division**

REQUEST FOR PROPOSALS

for

**PLAN REVIEW, PERMITTING, AND
INSPECTION SERVICES**

CLOSING DATE
FOR RECEIPT OF PROPOSALS:

Wednesday, November 25, 20220

TIME:

3:00 p.m.(Mountain Time)

PLACE:

Office of the Utah County Purchasing Agent
100 East Center Street
Room 3600
Provo, Utah 84606

INFORMATION & REQUIREMENTS

I. BACKGROUND

The Utah County Community Development Building Division is required by State of Utah Statute to enforce the provisions of the State Construction Code, Title 15A, and its adopted International Codes as amended by the State of Utah. In doing so, Utah County is required to perform building permit related functions to complete this task. Those functions may include; receiving applications for construction permits, reviewing submitted permit applications, plans, and associated documents, approving or denying these documents, if appropriate issue permits for said construction work, scheduling and performing the code required inspections, filing permit documents and inspection records, if appropriate issue a certificate of occupancy for completed and approved projects, plus other related tasks as deemed necessary.

Additionally, the State of Utah requires Utah County to provide these services within time frames determined by State Statute and Utah County. Permit technician services should be able to accommodate and support these plan review and inspection functions within the time frames indicated. Utah County currently has the personnel on staff to perform these required duties within the time frames indicated.

Currently the time frame expectancy is as follows;

Single Family Residential plan reviews are to be completed within 14 working days from the time a permit application is accepted;

Multifamily Residential Plan reviews are to be completed within 21 working days from the time a permit application is accepted;

Inspections are to be completed within 48 hours from the time the inspection is requested;

II. PURPOSE

In the event that the current staff of Utah County is unable to perform, or requests for assistance to perform, the State of Utah Statutory requirements to fulfill the requirements described in “Section I” above (Utah Code Title 15A) due to work load fluctuations, staff absentee, unemployment, request for 3rd party services (peer review), or for any other reason deemed necessary by the Building Official, Utah County is soliciting competitive sealed proposals from qualified consulting firms who have the staff, credentials, experience, and expertise to provide **ALL of the following services**. Periodically, some or all of these services may be requested to be performed and would need to be completed and within the time frames mandated by Utah State Statute:

1-Permit Technician Services; Clerical processes related to the building department function like assisting applicants in the permit application process, scheduling inspections, filing permit and inspection records, issuing permits, preparing and issuing a certificate of occupancy, and other related duties.

2-Plan Review Services; Code review for architectural, structural, electrical, mechanical, plumbing, fuel gas, energy, accessibility, solar or other renewable energy, and fire codes.

3-Inspections; Code inspections for architectural, structural, electrical, mechanical, plumbing, fuel gas, energy, accessibility, solar or other renewable energy, and fire codes.

Offerors should submit a proposal that includes each of these services together with the understanding that when Utah County needs to utilize these service that only some of these services may be requested. Each of these services will be on an “**as needed**” basis as described above. Utah County may acquire contracts with multiple consultants for the same services to ensure the availability of the requested services. Requests for work to be performed will be based on actual need in conjunction with the capabilities, experience, and availability of the consultant(s) along with the price, business location, and hours of operation. No guarantee of the actual work is implied or expressed by this solicitation. The purpose of the contract is to have a contract in place for work to be performed on an “**as needed**” basis.

III. **REQUIRED QUALIFICATIONS**

- A. **Permit Technician Services.** Selected consultant shall be, or have on staff, an International Code Council (ICC) Certified Permit Technician or have the equivalent training and expertise to perform all clerical duties as it relates to the permit process. Some of these duties may include assisting customers with the building permit process, accepting permit applications, plans, and associated documents, receiving calls to answer questions and schedule required inspections, filing of permit records, plans, and inspection reports, issuing permits, processing a certificate of occupancy, and other similar duties.
- B. **Plan Review Services.** Selected consultant shall have a minimum of five (5) years of experience performing plan review services and shall be, or have on staff, an International Code Council (ICC) Certified Building Plans Examiner and be International Code Council (ICC) Certified in the State of Utah’s currently adopted International Codes and National Electrical Code. The selected consultant shall also be, or have on staff, a registered professional engineer in the State of Utah for structural engineering.
- C. **Inspection Services.** Selected consultant shall have a minimum of five (5) years of experience and expertise in performing code inspection services, shall have a valid driver’s license, a valid State of Utah “Combination Inspector” license, and be International Code Council (ICC) Certified in the State of Utah’s currently adopted International Codes and National Electrical Code.

IV. **PROCEDURE**

The procedure for response to this RFP, evaluations of proposals, and selection of the agency is as follows:

- 1-Interested agencies shall prepare & submit their proposals prior to the RFP closing date of November 25, 2020 at 3:00 pm MST.
- 2-Utah County and/or its representatives will evaluate all submitted proposals.

3-Utah County may select a qualifying agency and its proposal then commence contract negotiations with said agency.

V. PROPOSAL SUBMISSION REQUIREMENTS

Each respondent must submit FOUR (4) COPIES of its SEALED proposal to the Utah County Purchasing Agent. The envelope containing the proposal must be clearly labeled “SEALED PROPOSAL – RFP 2020-13 – PLAN REVIEW, PERMITTING, AND INSPECTION SERVICES”. The proposal must be delivered by 3:00 p.m. (Mountain Time) on Wednesday, November 25, 2020 to:

Utah County Purchasing Agent
100 East Center, Room 3600
Provo, Utah 84606

LATE PROPOSALSS WILL NOT BE ACCEPTED EXCEPT AS SET FORTH IN UTAH COUNTY PROCUREMENT RULES AND REGULATIONS.

The proposals shall include the following:

- 1-The agency’s background and company information.
- 2-The agency’s statement of qualifications, expertise, experience, licenses, and ICC certifications held.
- 3-The agency’s ability to perform all the requested functions requested in the RFP.
- 4-The agency’s ability to perform all the requested functions within the required time frames indicated in “Section I” above.
- 5-The agency’s pricing structure to perform the functions requested in the RFP.
- 6-A copy of the agency’s current business license.
- 7-A copy of the agency’s proof of insurance, licenses, and certifications.
- 8- Signed Certificate of Non-Collusion (Attachment A)

VI. DISQUALIFICATION OF PROPOSALS

The occurrence of any of the following may result in disqualification of a proposal:

- 1-Failure to submit a complete proposal within the established deadline.
- 2-Failure to provide all information listed in “Section VI Proposal Submission Requirements”.
- 3-Failure to verify that the agency has the required qualifications, licensing, and certifications.
- 4-Failure to verify that the agency has the required insurance as in indicated in “Section IV Insurance Requirements”
- 5-Utah County reserves the right to reject any or all proposals.

VII. EVALUATION OF PROPOSALS

All proposals will be evaluated by the authorized representatives of Utah County. Total score possible will be 100. Three authorized representatives of Utah County will review the proposals

independently. The scores from each evaluator will then be averaged together to achieve a final score. The following criteria will be used:

1-A possible score of 1-50 will be assessed for an agency's ability to perform all the requested services within the time frames indicated in "Section I and II".

2-A possible score of 1-25 will be assessed for agency's that show they have all the required and/or request qualifications as indicated in "Section III".

3-A possible score of 1-25 will be assessed for an agency's pricing structure and costs to provide the requested/required services.

The Purchasing Manager shall provide to the Board of County Commissioners the Evaluation Committee's recommendations, final tabulations and ranking of the offerors' proposals.

All proposals are subject to the final review, evaluation and decision by the Board of County Commissioners of Utah County. The Board of County Commissioners shall award the contract to one or more of the top three ranked offerors or may elect to reject all proposals.

VIII. DISPOSITION OF PROPOSALS

All proposals (and the information contained therein) shall become the property of Utah County. No proposal shall be returned to the respondent regardless of the outcome of the selection process.

IX. PROPRIETARY INFORMATION

The contractor shall mark proprietary information contained in the proposal which is not to be disclosed to the public or used for purposes other than the evaluation of the proposals. Pricing and service elements of the successful proposal will not be considered proprietary.

X. RULES OF PROCUREMENT

1-This procurement shall conform to and is governed by The Utah County Division of Purchasing, Procurement Rules and Regulations.

2-For this procurement, all proposals must be submitted in the proposal format outlined herein.

3-All prospective proposers must meet the required criteria as of the date of submission.

Respondents must provide all information.

ATTACHMENT A

CERTIFICATE OF NON-COLLUSION

STATE OF UTAH) Requests for Proposals
)§ for
COUNTY OF UTAH) Plan Review, Permitting, and Inspection Services

AFFIDAVIT

The undersigned of lawful age, being first duly sworn, disposes and says:
That as a condition precedent to the award of the Utah County project as above captioned,

I _____
(owner, partner, officer or delegate)

of _____ do
(company)

solemnly swear that neither I, nor to the best of my knowledge any member or members of my firm or company have either directly or indirectly restrained free and competitive bidding on this project by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by Utah County, with regard to this bid or potential agreement resulting therefrom.

Signature

By: _____
Title: _____

Subscribed/sworn to before me this ____ day of _____ 2020 A.D.

My Commission Expires _____

Residing at _____

Seal

By: _____
Notary Public

APPENDIX

UTAH COUNTY STANDARD TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES

1. DEFINITIONS. The following terms shall have the meanings set forth below:

(A) The “Agreement” consists of the following documents:

- (i) The Utah County Agreement cover page, which contains the signatures of Utah County and Contractor;
- (ii) This Attachment A: Utah County Standard Terms and Conditions for Products and Services; and
- (iii) Any other express written attachments that are incorporated by reference on the Utah County Agreement cover page.

(B) “Contractor” means the individual or entity delivering the Products and Services identified in the Agreement. The term “Contractor” shall include the individual’s or entities’ agents, officers, employees, and partners.

(C) The “County” means Utah County, a political subdivision of the State of Utah, as directed and managed by a majority vote of the Board of County Commissioners of Utah County.

(D) “Products” means any products to be delivered to the County by Contractor as described in the Utah County Agreement cover page.

(E) “Services” means any services to be performed for the County by Contractor as described in the Utah County Agreement cover page.

(F) “Subcontractors” mean subcontractors or subconsultants that are under the direct or indirect control or responsibility of Contractor, and includes all independent contractors, agents, employees, or authorized resellers.

2. EXTRA WORK.

(A) Extra work shall be undertaken only when previously authorized in writing by the County and is defined as additional work which is neither shown nor defined in the Agreement or the attached Contractor’s proposal (if any) but determined by the County to be necessary to the project. Extra work is also defined as that additional effort necessary by reason of changed conditions which are radical and unforeseeable.

(B) Miscellaneous items normally associated with the major work items included in the Agreement, but which may not be specifically identified, shall be furnished by Contractor as if they had been included in the Agreement, without additional cost to the County. After written prior authorization of the Board of County Commissioners of Utah County, payment for authorized extra work will be made in the previously authorized amount only.

3. PAYMENT. Payments from the County are normally made by the end of the month following the date an order is delivered, service is performed, or the date a correct invoice is received, whichever is later. All payments for the Agreement will be remitted electronically, by mail, or as otherwise determined by the County. Contractor shall accept payment by check or by Purchasing Card without any additional fees.

4. OWNERSHIP IN INTELLECTUAL PROPERTY. The County and Contractor each recognize that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by

the other, unless otherwise agreed upon by the parties in writing. The County will have all rights, title, and ownership of all websites and social media accounts, including any passwords, usernames, or other pertinent login information; advertising materials, including any content or work product; images; newsletters; and intellectual property created, or arising out of the performance of the Agreement, unless otherwise indicated in the Agreement. Contractor will give the County a list of all current passwords, usernames, and any other relevant information necessary for access and control of any property under the Agreement upon completion of the Agreement or upon the County's request.

5. INSURANCE.

(A) Contractor agrees to carry Commercial General Liability insurance coverage equal to or greater than three million dollars (\$3,000,000) per occurrence. This coverage shall provide liability insurance to cover the activities of Contractor and its subcontractors, all equipment and vehicles, public or private, used in the performance of the Agreement, and to add the County as an additional insured for any Services in the contract. Prior to commencement of work, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has this insurance in place and that the County is an additional insured. An umbrella policy may be used to supplement the Commercial General Liability insurance coverage if needed to reach the three million-dollar coverage requirement.

(B) Prior to commencement of Services, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has Workers Compensation Insurance for the Contractor and Subcontractors.

6. GOVERNING LAW AND VENUE. The Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Utah and Utah County. Any action or proceeding arising from the Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Provo, in the Fourth Judicial District Court for Utah County.

7. LAWS AND REGULATIONS. At all times during the Agreement, Contractor and all Products and Services performed under the Agreement shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

8. EMPLOYMENT STATUS VERIFICATION. Contractor shall register and participate in the Status Verification System and comply with Utah Code section 63G-12-302 of the Identity Documents and Verification Act. Contractor shall require an affidavit verifying compliance with Utah Code section 63-G-12-302 from each of its contractors and subcontractors.

9. INDEPENDENT CONTRACTOR. Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the County, and therefore is not entitled to any of the benefits associated with such employment. As an independent contractor, Contractor shall have no express or implied authority to bind the County to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the County. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

10. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, risks of loss, damages, expenses, and liabilities arising out of or related to the Agreement. Contractor shall also pay any litigation expenses that the County incurs, including attorney's fees, arising out of or related to the Agreement. Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of the Agreement. The County reserves the right to conduct, control, and direct its own defense for any claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses, and liabilities arising out of or related to the Agreement.

11. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY.** Contractor shall indemnify and hold the County harmless from and against any and all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities, and costs in any action or claim brought against the County for infringement of a third party's copyright, trademark, trade secret, or other proprietary right.
12. **GOVERNMENTAL IMMUNITY.** The County is a corporate and political subdivision of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"). The County does not waive any procedural or substantive defense or benefit provided or to be provided by the Act or any comparable legislative enactment. The parties agree that the County shall only be liable within the parameters of the Act. Nothing contained in the Agreement shall be construed in any way to modify the limits set forth in that Act or the basis for liability as established in the Act.
13. **NON-FUNDING CLAUSE.** The County intends to request the appropriation of funds to be paid for the services provided by Contractor under the Agreement. The Agreement shall create no obligation on the County as to succeeding annual budget cycles and if funds are not available beyond December 31 of any effective annual budget cycle of the Agreement, or if the budget is amended and such funds are no longer available, the County's obligation for performance of the Agreement shall be null and void. This termination shall not be construed as a breach of the Agreement or any event of default under the Agreement and the termination shall be without penalty, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to the Agreement. If funds are not appropriated for a succeeding annual budget cycle to fund performance by the County under the Agreement, or if the budget is amended to make such funds no longer available, the County shall attempt to notify Contractor of non-funding and the termination of the Agreement.
14. **SALES TAX EXEMPTION.** The County's sales and use tax exemption number is 11748944 002 STC. The tangible personal property or services being purchased are to be paid from the County's funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the Agreement. As such, Contractor shall not charge the County any sales tax for the product(s) purchased under the Agreement.
15. **COMPLIANCE WITH LAWS.** Each party agrees to comply with all federal, state, and local laws, rules and regulations in the performance of its duties and obligations under the Agreement. Any violation by Contractor of applicable law shall constitute an event of default under the Agreement and Contractor shall indemnify the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. Contractor is responsible, at its expense, to acquire, maintain, and renew all necessary permits and licenses required for its lawful performance of its duties and obligations under the Agreement during the term of the Agreement.
16. **CONFIDENTIALITY.** Materials, information, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by Contractor in performance of the Agreement shall be owned by the County and shall be held confidential by Contractor. In addition, all information provided to Contractor by the County for the purposes of Contractor's performance of the Products or Services, whether provided in writing or any other form, shall be held in confidence by Contractor and Contractor shall not release any of the information to any third party, any member of Contractor's firm who is not involved in the performance of Products or Services, or to any representative of the news media without prior written consent of the County. The County shall have the sole obligation or privilege of releasing such information as required by law.
17. **TERMINATION.** Unless otherwise stated in Attachment C: Special Provisions, the Agreement may be terminated with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. If the violation is reasonably subject to cure, the party in violation will be

given 10 working days after notification to correct and cease the violation, after which the Agreement may be terminated for cause. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. The Agreement may be terminated without cause, in advance of the specified expiration date, by the County upon 30 days prior written notice being given to Contractor. On termination of the Agreement, all accounts and payments will be processed according to the financial arrangements in the Agreement for approved services rendered prior to the date of termination, subject to any offsetting claims by the County.

18. **FORCE MAJEURE.** Neither party to the Agreement will be held liable for delay or default caused by fire, riot, acts of God, or war. The County may terminate the Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.
19. **SEVERABILITY OF AGREEMENT.** The invalidity of any portion of the Agreement shall not prevent the remainder from being carried into effect.
20. **LEGAL SUPPORT.** Contractor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.
21. **NO PRESUMPTION.** Should any provision of the Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms in the Agreement shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.
22. **WARRANTY.** Contractor warrants to the County that all services and materials furnished under the Agreement will be of the highest quality, consistent with the degree of skill and care ordinarily exercised by similarly situated members of Contractor's profession, and in conformance with the terms hereof.

Contractor warrants and assumes responsibility for all products (including hardware, firmware, and software products) that it licenses, contracts, or sells to the County under the Agreement for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Agreement or Contractor's proposal, attached hereto (if any). Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Agreement. Product liability disclaimers and warranty disclaimers from the seller are not applicable to the Agreement unless otherwise specified and mutually agreed upon elsewhere in the Agreement. In general, Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the County has relied upon Contractor's skill or judgment to consider when it advised the County about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of defects or unusual problems about which the County has not been warned in writing prior to entering into the Agreement. Remedies available to the County include the following: Contractor will repair or replace (at no charge to the County) the product whose nonconformance is discovered and made known to Contractor in writing. If the repaired or replaced product proves to be inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the County may otherwise have under the Agreement.

23. **TIME IS OF THE ESSENCE.** The County and Contractor recognize that time is of the essence here and the County will suffer financial loss if any Products or Services are not delivered and performed within the time specified in the Agreement, plus any extensions approved in writing by the County. Contractor shall be liable for all reasonable damages to the County and to anyone whom the County may be liable to as a result of Contractor's failure to timely deliver and perform the Products and Services.

24. **DELIVERY.** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the County except as to latent defects, fraud, and Contractor's warranty obligations.
25. **COUNTERPARTS AND FACSIMILE SIGNATURES.** The Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which together constitute one and the same instrument. Original, facsimile, emailed, texted, electronic, or power of attorney signatures shall be binding upon the executing party.
26. **AMENDMENTS.** No oral modifications or amendments to the Agreement shall be effective. The Agreement may be modified or amended by a written agreement signed by the parties.
27. **ASSIGNMENT.** The parties to the Agreement shall not assign the Agreement without the prior written consent of the other party to the Agreement. No assignment shall relieve the original parties from any liability arising out of or related to the Agreement.
28. **SUCCESSORS IN INTEREST.** The Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties.
29. **WAIVER.** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. Any waiver must be in writing and signed by the party making the waiver.
30. **SURVIVAL.** The provisions of this Agreement which by their terms call for performance subsequent to termination of the Agreement shall so survive such expiration or termination, such as but not limited to: **Section 4. Ownership of Intellectual Property, Section 10. Indemnification, Section 11. Indemnification Relating to Intellectual Property, and Section 16. Confidentiality.**
31. **ENTIRE AGREEMENT.** The Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding upon either party except to the extent incorporated in the Agreement.

Revised July 2019