

Request for Proposal
for
Uniform Construction Code Inspection Services
and Rental Housing and Commercial Building
Inspection Services

February 2017



Overview

Bellefonte Borough is seeking professional inspection services for Uniform Construction Code (UCC) inspections including but not limited to: electrical, plumbing, accessibility, energy, fire, and mechanical inspections as well as construction document review services. In addition, the Borough also seeks inspection services related to both rental housing and fire inspections of commercial buildings. The Borough is looking for full service including but not limited to, all inspection services and administrative services. Third party inspectors may bid on a comprehensive package (all inclusive) or bid on services separately.

Required Services

1. Designate a representative as the Building Code Official (BCO) for the Borough.
2. Must perform inspections as detailed in the Borough's Properly Maintenance Code Ordinance (attached as Addendum A).
3. The proposal shall identify and provide copies of the assigned staff's qualifications and experience level to the Borough noting their level of certification, years of experience, and experience in similar municipalities. Thereafter, every January, the Third Party Contractor shall provide the Borough any relevant information on professional development and additional certifications received by staff who are working in the Borough.
4. The Third Party Contractor will inspect approximately 1450 rental units and approximately 255 commercial units in accordance with the Borough's ordinance.
5. The Third Party Contractor shall be responsible for billing and collecting the fees for the services provided.
6. Third Party Contractor shall be responsible for scheduling and conducting all inspections and re-inspections as necessary.
7. Review and approve construction plans and specifications for residential, accessory, commercial, and industrial structures as well as for remodeling of and additions to structures.
8. Consult with architects/engineers/contractors/owners as required to ensure mutual interpretation and understanding of codes and ordinances.
9. Conduct inspections required by the most current edition of the State Building Code for residential, accessory, commercial and industrial structures for compliance with building, plumbing and mechanical codes, and all other applicable building and related codes.
10. Conducts activities related to enforcement such as inspections, investigations of complaints and/or suspected violations of the Borough's Properly Maintenance Code as outlined in Addendum A.
11. Third Party Contractor shall maintain a record of inspections made and note progress and deficiencies on inspection record; record when deficiencies have been corrected. Provide the Borough with documentation of the inspection report for each inspection. which shall be sent to the Borough on a monthly basis.

12. The Third Party Contractor shall propose a record system that will be used to manage files and records and how record management will be coordinated between the Third Party Contractor and the Borough. The Borough is willing to provide filing space for records if necessary.
13. The Borough may request one time per year a random audit of up to 2% of all rental and commercial building inspection files. The Third Party Contractor shall have 10 business days to provide the files.
14. The Third Party Contractor shall authorize the issuance of Certificates of Occupancy for completed structures.
15. The Third Party Contractor may be required to spend up to 80 hours per year in consultation with municipal departments including but not limited to: Borough Administration; Fire Department; Police Department, or the Public Works Department.
16. The Third Party Contractor shall provide in their proposal a method for how they will administer the day-to-day questions from the property owners or residents dealing with construction issues. All options are open for consideration. Should the Third Party Contractor choose to utilize the Borough as a drop-off and pick-up point, this would be allowable and considered.
17. The Borough shall provide the Third Party Contractor with a database listing of all current property owners
- ~~17.~~18. The Third Party Contractor shall provide public education/training to landlords, home owners, contractors etc. as well as conduct satisfaction surveys of services rendered within the Borough.

Proposed Format

To facilitate ease of evaluation and to ensure each proposal receives full consideration, proposals should be organized in the format outlined, using the section titles and sequence below:

- I. COVER LETTER: Each RFP submitted must be accompanied by a cover letter dated and signed by an official authorized to respond on behalf of the responding agency. The signature on this cover letter must also be authorized to provide clarifications and make commitments on behalf of the agency.
- II. FIRM'S BACKGROUND: Describe the firm's history and background, organization, and capacity to provide the requested services.
- III. PERSONNEL: Identify the personnel who will be assigned to the project and their relevant qualifications and experience. Recent resumes would be preferable.
- IV. RECORDS MANAGEMENT: Please propose a records system that you will use to manage files and records and explain how you will coordinate record management between the agency and the Borough. The Borough is requesting monthly reports to include but not be

limited to: number of rental, commercial, and UCC inspections completed; how many were follow-up inspections; how many passed/failed. How many COAs issued listing the name, address of the permit holder, etc.

V. ADMINISTRATIVE PROCESSES: Please provide a section on how you will handle the administration of the project from fee collection, scheduling, and the transfer of any documents from drawings to COA, etc. ~~If you utilize customer service surveys, please indicate such.~~ Firm should provide information on how the firm ~~would~~ will handle public education training/education meetings to landlords, home owners, contractors etc. Provide how the firm handles customer relations through measurement tools. If you utilize customer service surveys, please indicate such and provide examples.

VI. FEE SCHEDULE: Third Party Contractor bids should be based on the services that will be delivered. With respect to bid proposals, the Third Party Contractor **MUST** propose a fee structure for UCC inspections, rental unit inspections and commercial fire inspections. Please provide a complete breakdown of the fees and reflect the costs associated with the Third Party Contractor's efforts.

Submission: A response to this RFP must be received by the Bellefonte Borough by 4:00PM, Monday, April 3, 2017. Proposals not received by this time will be rejected. Please send proposals to: Donald L. Holderman, Bellefonte Borough, 236 W. Lamb Street, Bellefonte, PA 16823 with "INSPECTION SERVICES PROPOSAL" written on the front.

Interested parties may attend an informational meeting which will be held Monday, March 20, 2017 in Bellefonte Borough's Council Chambers 2nd Floor, 236 West Lamb Street, Bellefonte, 16823 at 3:00 PM.

Ten (10) paper copies of the entire response to this RFP, including any appendices, exhibits, and forms shall be submitted. The paper version shall be 8.5" x 11" and it must be reproducible by standard copy machine.

EVALUATION OF PROPOSALS: The proposals will be evaluated in terms of cost, customer service, credentials, proposed level of service, and history of successfully completing work. Third Party Contractors submitting a proposal by the deadline may be interviewed by the Borough prior to selection of a proposal. The Borough reserves the right to select a Third Party Contractor without conducting an interview; however, it is likely the Borough will hold a Special Council meeting on Monday, April 24, 2017, to conduct interviews. Please plan accordingly.

TERMS AND CONDITIONS: The selected Third Party Contractor must demonstrate the ability to comply with the following general terms, limitations, and standard contract clauses, supplemental to those stated elsewhere in the RFP. Specific terms and conditions may be negotiated as a part of a signed contract.

LIMITATIONS: Bellefonte Borough will not be responsible for any costs incurred by applicants in preparing proposals for this RFP.

STANDARD CLAUSES

1. PAYMENT FOR SERVICES

Payment for services shall be made directly to the Third Party Contractor by the property owner or Borough resident through a fee structure established by the Third Party Contractor.

In the event of termination, Third Party Contractor shall be entitled to all fees collected for the services provided. All fees collected for work not completed shall be returned to the Borough within forty-five (45) days.

2. INDEPENDENT CONTRACTOR

- A. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the Borough. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, or other benefits available to Borough employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Third Party Contractor or employees of the Third Party Contractor performing services under this Agreement.
- B. Third Party Contractor acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or other will be made from the payments due Third Party Contractor, and it is Third Party Contractor's sole obligation to comply with all federal and state tax laws.
- C. Third Party Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified in this Agreement.
- D. Third Party Contractor is responsible for hiring sufficient workers to perform the services required by this Agreement and withholding taxes and paying all other employment tax obligation on their behalf.
- E. If required, the Third Party Contractor warrants and reports that he/she is currently a Certified Pennsylvania Building Code Official. In the event that such certification should expire or be canceled or revoked, the Third Party Contractor agrees to promptly inform the Borough of such events. Failure to meet the requirements of current Certified PA Building Code Official may be cause for cancellation of this Agreement effective the date of receipt of the Notice of Cancellation.

3. INDEMNIFICATION AND INSURANCE

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of any reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

Third Party Contractor further agrees that in order to protect itself, as well as the Borough, under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force:

- A Commercial General Liability Insurance Policy with minimum limits of \$1,000,000 combined single limit, with coverage pertaining to premises operations. In the event combined single limit coverage is not secured by the Third Party Contractor, the following minimum limits apply:

- \$3,000,000 Aggregate
- \$3,000,000 Products and Completed Operations Aggregate
- \$1,000,000 Personal Injury and Advertising Injury
- \$1,000,000 Each Occurrence
- \$100,000 Fire Damage Limit
- \$5,000 Medical Expense

The policy should be written on an "occurrence" basis and not a "claims-made" basis.

- B. Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than \$1,000,000 combined single limit for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we must receive a letter from you stating this.
- C. Professional Liability Insurance (when required) in the minimum amount of \$1,000,000 combined single limit. In the event combined single limits coverage is not secured by the Third Party Contractor, the following minimum limits apply:
 - \$3,000,000 Aggregate
 - \$1,000,000 per Wrongful Act or Occurrence
- D. Excess Umbrella Liability Policy in the amount of \$1,000,000 will be additionally required if any of the above policies have lower limits than stated.

E. Worker's Compensation Insurance.

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- F. Prior to the effective date of this Agreement, and as a condition precedent, the Third Party Contractor will furnish the Borough with an original Certificate of Insurance listing the Borough as an "Additional Insured" in all coverage areas except Worker's Compensation and Professional Liability.

4. DATA PRIVACY/DATA OWNERSHIP

- A. Release
No data may be released by the Third Party Contractor to a third party without the express consent of the Borough's representative as indicated below. This includes any media relations.
- B. Ownership
Ownership of all data prepared for or by the Borough whether having commercial value or not shall remain with the Borough.

5. MERGER AND MODIFICATION

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of the Agreement shall be final.
- B. Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

6. DEFAULT AND CANCELLATION

- A. If the Third Party Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Provider's default is excused by the Borough, the Borough may, upon written notice to the Third Party Contractor's representative listed herein, cancel this Agreement in its entirety as indicated in (B.) below.
- B. This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.

7. SUBCONTRACTING AND ASSIGNMENT

- A. Third Party Contractor shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the Borough and subject to such conditions and provisions as the Borough may deem

necessary. The Third Party Contractor shall be responsible for the performance of all Subcontractors. .

8. NONWAIVER, SEVERABILITY, APPLICABLE LAWS

A. Nonwaiver

Nothing in this Agreement shall constitute a waiver by the Borough of any statute of limitations or exceptions on liability. If the Borough fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

B. Severability

If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

C. Applicable Laws.

The laws of the State of Pennsylvania shall apply to this Agreement.

9. THIRD PARTIES

This Agreement does not create any rights, claims or benefits to any person that is not a party hereto nor create or establish any third party beneficiary.

REJECTION OF PROPOSALS: The Borough reserves the right to reject any or all proposals.