

**CARMEL-BY-THE-SEA
(City of Carmel)**



REQUEST FOR PROPOSAL(S)

FOR

BUILDING PLAN CHECK SERVICES

RFP 16-17-06

October 24, 2016

**CARMEL-BY-THE-SEA
REQUEST FOR PROPOSALS
FOR BUILDING PLAN CHECK SERVICES**

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For Building Plan Check Services**

The Carmel-by-the-Sea is seeking proposals from qualified firms to provide Building and Safety services. Enclosed, is a copy of the Request for Proposals (RFP), which includes background information regarding the City's current organizational structure and activity levels.

Please direct all requests for information to:

Jermel Laurie
City Building Inspector
PO Box CC
Carmel-by-the-Sea, CA 93921
(831) 620-2010

IMPORTANT DATES

Proposals Available Monday, October 24, 2016 at 4:00 pm

Proposal Due Date Friday, November 18, 2016 at 4:00 pm

Proposal Review November/December 2016
(Review period may include interviews by City Staff and/or City Council)

Selection by City Council (tentative) November/December 2016

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PURPOSE OF REQUEST FOR PROPOSAL

Carmel-by-the-Sea is seeking to contract with a private consultant to provide cost effective services on as need basis for Building Plan Check related services. Also, as described in the Compensation Schedule section of this RFP, proposals should include a staffing plan and compensation structure that keeps City costs to a minimum.

BACKGROUND INFORMATION

The Carmel-by-the-Sea is a general law city located in the southern portion of the Monterey County, CA and is approximately two (2) miles south of downtown Monterey and approximately 50 miles south of San Jose. The City of Carmel-by-the-Sea is located in northwest Monterey County, California, along the Pacific Ocean. To the north of the City's planning area beyond Pescadero Canyon are the unincorporated area of Pebble Beach and the communities of Pacific Grove, and Monterey. Unincorporated Carmel Valley lies to the east and the mouth of the Carmel River, Point Lobos, and the unincorporated Carmel Highlands area are to the south. Also east of the City, Highway 1, one of two major north/south state routes in the county, is the primary roadway linking Carmel to the surrounding cities. Carmel is an area rich in coastal resources and cultural heritage in California and an area of nationwide visitor and historical interest.

Approximately one square mile in area, the City's elevation ranges from sea level to 500' above sea level, sloping gently from Carmel Bay up to Highway 1. Vegetation generally consists of evergreen trees in the City and along the coast, deciduous trees along the Carmel River, and coastal chaparral on the Carmel Valley hills. Various species of wildlife inhabit the area, especially in the reserves and in the undeveloped valley areas. The climate, consistent with the rest of the Monterey Peninsula, is marked by its fairly moderate temperatures and fog.

Carmel-by-the-Sea is a small beach city on California's Monterey Peninsula. It is known for the museums and library of the historic Carmel Mission, and the fairytale cottages and galleries of the village-like center. The Scenic Bluff Path runs from surf spot Carmel Beach to bird-rich Carmel River State Beach, with a scuba entry point. South lie the sea animals and whaling museum of Point Lobos State Natural Reserve.

The City has a Council-Manager form of government. The five (5) member City Council are elected at large with staggered four-year terms. The City Council conducts regularly meetings.

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DESCRIPTION OF BUILDING/SAFETY SERVICES

The following description of the Building/Safety Services is intended only to familiarize the consultant with the existing services. No guarantees are made that the City will continue the existing organizational structure.

Description of Community Development Department and Building and Safety Services

The Community Development Department is the umbrella Department for building and safety. Engineering for subdivisions goes through the Public Works Department. The Department operates under the direction of the Community Development Director.

The Building and Safety Department has one full time Building Inspector, Building Official and Building Technician. The Division is responsible for insuring that all structures are equal to or exceeds the California Building Code which the City has adopted by reference by checking plans and specifications, inspecting construction projects, and investigating substandard structures. The Division is also responsible for updating applicable rules, regulations and ordinances in response to the needs of the community and changes in County, State and Federal laws.

The City provides building counter coverage daily from (8:00 am to 4:00 pm) excluding legal holidays. The Building Official and/or Building Inspector assist the public, answer questions regarding building code and permit requirements, issue permits and perform inspections and building plan checks. The Building Official/Inspector are also expected to provide building code enforcement support if needed, employee training, and inspection of City building projects. Plan checks are performed in the City Hall offices, but plan checks for large projects may be performed at the consultant's office. The maximum turn-around time for plan checks is ten (10) working days. Other Staffing arrangements proposed by consulting firms will be considered.

Compensation to past consultants for building services was based on the receipt of a percentage of fees that are collected by the City. The City can provide office space, furniture, telephone, files, supplies, and the use of copying equipment. The consultant is responsible for providing vehicles for field personnel, including any necessary field equipment, such as hand-held radios, and for providing its own computers and data management system. The consultant will be required to provide field contact numbers for the field personnel.

Scope of Desired Services

The selected consultant will be expected to furnish all personnel or subcontractors required to accomplish the scope of services at a level commensurate with the workload. At minimum, proposals should reflect the ability of the consultant to equal or exceed the quantity and quality of work currently being performed by City Staff as described in the following:

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Building Plan Check Services

Plans shall be reviewed for compliance with all currently adopted State and local codes, ordinances, rules and regulations by persons qualified to perform such services, either through consultant's own employees or by means of subcontracts with pre-approved firms. Plans that are required to be prepared by registered or certified professionals shall be reviewed by qualified persons as required by State law.

Simple plan checks for minor work shall be conducted at City Hall. Over-the-counter plan checks shall be provided when reasonably possible based upon workload and the complexity of the project plans. Major plan checks may be provided at either City Hall or the consultant's office. Consultant shall be responsible for ensuring that the requirements of all other agencies having jurisdiction over projects are incorporated into the plan review and approval process. The ability of the firm to provide Electronic Plan Check process is preferred.

The City places great emphasis on customer service. Therefore, the turn-around time for plan checks has been ten (10) working days. The selected consultant will also be weighted on the ability to provide electronic plan check as an alternate service for projects that could not be handled over the counter or in-house if it provides expedited service.

GENERAL REQUIREMENTS

1. The Carmel-by-the-Sea shall not be liable for any pre-contractual expenses incurred by any consultant, nor shall any consultant include any such expenses as part of the proposed cost. Pre-contractual expenses include any expense incurred by a proposal and negotiating any terms with the City.
2. The City reserves the right to withdraw this RFP without prior notice and to reject any or all proposals submitted without indicating reasons. Any award of a contract for services will be made to the consultant best qualified and responsive in the opinion of the City.
3. Proposals may, at the City's option, be rejected if they contain any alterations, additions, conditional or alternatives, are incomplete, or contain erasures or irregularities of any kind. The City reserves the right to reject any and all proposals.
4. The selected firm must agree to indemnify, hold harmless and defend the City, its officers, agents and assigns from any and all liability or loss resulting from any suits, claims or actions brought against the City which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.
5. The consultant shall at its own cost and expense procure and maintain general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 million in the aggregate, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by the Consultant. Consultant shall also obtain professional liability insurance in the amount of \$1,000,000 per occurrence

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and \$2,000,000 annual aggregate. Such insurance shall be procured from an insurer authorized to do business in California and approved in writing by the City. The City shall be named as an additional insured. In addition, the consultant shall obtain worker's compensation insurance covering all its employees as required by law. Throughout the term of the contract, the consultant shall deliver to the City satisfactory evidence that the insurance has been renewed and that the required premiums have been paid.

6. The consultant shall provide no services for any private client project within the corporate boundaries of the City that would or could be subject to review by the City during the period the contract is in effect.
7. The consultant will be required to comply with all existing State and Federal labor laws including those applicable to equal opportunity employment provisions.
8. The City reserves the right to negotiate special requirements and proposed service levels using the selected proposal as a basis. Compensation for services will be negotiated with the selected firm.
9. The consultant shall not sublet any portion of the agreement with the City without written permission of the City Council or their designated representative. The City reserves the right to review and approve the qualifications of subcontracting firms or persons. Substitutions are subject to City Council approval. Substitutions that have been made without prior approval of the City Council are considered sufficient grounds for termination of the contract.
10. Consultant shall abide by the City's Affirmative Action Plan.
11. No discrimination shall be made in the employment of persons because of the race, color or religion of such persons and every bidder in violation of this section is subject to all penalties imposed for a violation of Chapter 1 of Part VII, Division 2 of the Labor Code, in accordance with the provisions of Section 1753 thereof.
12. Services will be performed at offices provided by the City, at field locations within the City or meeting locations, or at the consultant's offices (subject to concurrence of the City Manager) for any work being performed.
13. Every reasonable effort will be made to maintain the stability and continuity of staff assignments. The consultant shall confer with the City Manager when considering personnel changes. Review and approval of any proposed new staff members shall be obtained from the City Manager prior to actual assignments.
14. The City or any of its duly authorized representatives shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time and work records, employment records or other records relating to employment. Such material, including all pertinent cost accounting, financial records and proprietary data,

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will be kept and maintained by Consultant for a period of at least four (4) years after completion of a Consultant's contract unless City's written permission is given to dispose of same prior to that time.

15. Consultant shall at all times remain a wholly independent Consultant and the Consultant shall warrant not represent any of its agents or employees as employees of the City in its agreement with the City.
16. The Consultant must meet all disclosure requirements under the Public Contract Laws Public Accounting Act, and all other state and federal requirements that apply.

FORMAT OF PROPOSALS

Proposals should maintain the following order and content:

1. Cover Letter

A brief cover letter summarizing key points of the proposal shall be provided. It must be signed by an individual with authority to bind the consultant and should state that all conditions proposed are valid for a period of at least 90 days. The letter shall identify the contact person within the Consultant's organization that will deal with the City during the selection process and the Consultant's address and telephone number of the office from where the project would be managed.

2. Firm Qualifications

General company information including number of employees, location of company headquarters and branch offices, number of years in business and organization, disciplines and staffing.

Provide a description of the branch office serving this proposal including number of employees, location, organization, disciplines and staffing.

Include adequate documentation on the financial status of the firm to ensure that the firm will continue in business through the period for the project and can finance the costs of adequate personnel and support requirements.

In addition, specific information regarding the firm's business, previous contracts for similar services in the past five (5) years, and a description of current and potential commitments should be included in this section.

3. Background and Methodology

The consultant should demonstrate an understanding of the needs of the Carmel-by-the-Sea in this situation and the objectives of the work proposed. The Consultant should describe the methodology that would be pursued meeting the City's needs.

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4. Organization and Staffing

Provide appropriate organization charts showing all proposed consultant staff and their relations with other City operations. Specifically show how the proposed organization and staffing will provide the City with the same quantity and quality of service it is currently receiving. Provide resumes for key team members that clearly demonstrate they possess the adequate skill level and experience to accomplish required tasks.

5. Quality Control

Describe the firm's policies and procedures (such as an in-house review) for assuring high quality work, including monitoring of any proposed sub-contracts.

6. References

Describe recent similar experience, supplying the name of the client or reference, a contact person with an address and telephone number, key team members, and the coordinator. It is expected that at least six (6) clients/references will be listed. The City reserves the right to contact any of the listed references at any time and to make any other reasonable investigation into the consultant's background and experience.

7. Compensation Schedule - To be Submitted under Separate, Sealed Cover

Given the City's desire to achieve the most cost effective approach in meeting its workload and staffing needs, submit a compensation schedule that is most advantageous to the City with one or more of the following options:

1. Reimbursement on an actual service basis or
2. Percentage of fees collected or
3. Hybrid of actual service basis and percentage of fees collected
4. Third party contracts if needed on an as need basis

For a percentage-of-fees-collected system, proposals should clearly indicate what costs associated with the consultant services will be offset by the percentage of those fees collected. The consultant may propose an alternative fee system in addition to, but not in lieu of the fee systems described above.

8. Conflict of Interest

Disclosure of Potentially Conflicting Interests - a brief statement disclosing:

1. Any litigation lobbying, or legislative advocacy involving the Consultant or any member of their team which is adverse to the Carmel-by-the-Sea and;
2. Any consulting services currently being provided or provided within the last four (4) years to any person, corporation, partnership, or other entity that made application to the Carmel-by-the-Sea for a discretionary land use entitlement or City project(s).

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9. Acceptance of Conditions

A statement offering the Consultant's acceptance of all conditions listed in the request for proposal document shall be submitted with the proposal. Any exceptions or suggested changes to the RFP or any contractual obligations, including the suggested change, the reasons therefore and the impact it may have on cost or other considerations on the Contractors' behalf must be stated in the proposal. Unless specifically noted by the Consultant, the City assumes that the proposal is compliant with all aspects of the RFP.

10. Promotional Material

The Consultant may include a reasonable amount of promotional material.

PROCEDURE FOR SELECTION OF CONSULTANT

The City shall select the firm that in its sole discretion appears to be best qualified to meet the City's needs. Proposals received by the submission date will be evaluated and weighed according to the City's criteria and priorities. However, it is anticipated that the criteria may include, but not be limited to:

- The Consultant's ability to respond to the needs of the City.
- The Consultant's responsiveness to the requirements set forth in this RFP.
- The Consultant's education, experience and expertise in providing services.
- A methodology for carrying out the tasks described in the proposal, including the proposed personnel and organizational structure of the Consultant's team.
- The Consultant's financial stability.
- Cost to the City.

Proposers should expect to be interviewed by City representatives and/or by the City Council. Upon completion of the interviews, the top firm(s) may be invited to meet with the City Manager to negotiate compensation, terms and conditions.

If agreement is not reached, the negotiations will be terminated and similar interviews may then be conducted with other firms. All such negotiations shall be strictly confidential basis and in no case shall the compensation involving one consultant be discussed with another, or made public.

After the City Manager reaches successful negotiations with the selected Consultant, a contract shall be prepared and submitted to the City Council for approval.

Notwithstanding the foregoing, the Carmel-by-the-Sea reserves the right to amend or modify the contractual requirements and to reject any and all proposals there under.

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PROPOSAL SUBMISSION DATE

An unbound reproducible proposal signed by an authorized officer of the Consultant must be received by the City of the Carmel-by-the-Sea in a sealed envelope or box no later than 4 pm on Friday, November 18, 2016. All envelopes or boxes must be labeled clearly and legibly as “PROPOSAL FOR BUILDING AND SAFETY SERVICES CONTRACT” and addressed to:

**Building & Safety Department
Carmel-by-the-Sea
PO Box CC
Carmel-by-the-Sea , CA 93921**

No amendments, additions, or alternates will be accepted after the above submission date. All documents, records, designs, specifications developed by the selected consultant shall be the property of the City. Anything documentation that is considered proprietary should be so designated by the Consultant.

Acceptance by the City of any proposal submitted pursuant to this Request for Proposal shall not constitute any implied intent to enter into a contract for consultant services.

The City reserves the right to issue written notice to all participating firms of any change in the proposal submission schedule should the City determine, in its sole discretion, that such changes are necessary.