



CARVER COUNTY

PUBLIC SERVICES DIVISION

DEPARTMENT OF LAND MANAGEMENT

REQUEST FOR PROPOSAL

Provision of Building Code Administration & Inspection Services

October 3, 2019

**REQUEST FOR PROPOSAL
PROVISION OF BUILDING CODE ADMINISTRATION & INSPECTION SERVICES
CARVER COUNTY**

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I. OVERVIEW: Carver County, through the Department of Land Management, is responsible for the enforcement of the State Building Code in the unincorporated areas of the County. The Department is seeking proposals for the provision of Building Code administration, inspection, and enforcement services on a contract basis.

II. REQUIRED SERVICES:

1. Act as the Building Official for the County in the areas where the County has Building Code responsibility, and as defined in Chapter 150: Building Regulations of the Carver County Code of Ordinances.
2. Review and approve construction plans and specifications for residential, accessory, commercial and industrial structures, and also for remodeling of and additions to structures.
3. Consult with architects/engineers/contractors/owners as required to ensure mutual interpretation and understanding of codes and ordinances.
4. 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.
5. Conducts activities related to enforcement such as inspections, investigations of complaints and/or suspected violations of the Building Code. Work with County staff to attain Code compliance.
6. Generally, conducts building inspections within 24 hours of the time requested.
7. Keep record of inspections made and note progress and deficiencies on inspection record; record when deficiencies have been corrected. Provide the County with documentation of the inspection report for each inspection.
8. Authorize the issuance of Certificates of Occupancy for completed structures.
9. Conducts inspections for compliance with approved site plan and erosion control plans in conjunction with other inspections.
10. Consults with County staff and provide such services necessary to administer and enforce the Building Code. This may include activities related to permits previously issued and finalized.

III. PROPOSAL FORMAT & SUBMISSION: The following is a summary of the information that prospective contractors shall provide in response to this RFP.

1. Statement of Qualifications & Experience - this shall include the qualifications of the Building Official, other principal(s), and of any other personnel that will likely be involved in the Code administration activities conducted under this contract.

2. Cost of providing service - cost should be provided based on a three-year contract duration, slated to begin January 1, 2020. At the termination of the referenced Contract Term the Contract may be renewed for an additional three-year period, upon prior written agreement of the County and the Contractor. An annual cost estimate must be provided using the current County Fee Schedule (attached). Note - Land Management will provide data regarding permit revenue and permit volume, for previous year(s), upon request.
3. Current proof of liability and workers compensation insurance and a statement agreeing to the Terms & Conditions cited herein, including indemnification requirements.
4. A description of how the contractor will provide service including the hours that inspections will be made, turnaround time for plan review, and hours that the Building Official or other persons will be available for discussions with contractors, engineers, architects, and the public.
5. A description of the contractor's understanding of this program, a general description of how services would be provided, and of the contractor resources.
6. A description of services that can be provided by the contractor, which would specifically relate to the administration of **Chapter 150: Building Regulations** of the Carver County Code (attached).
7. A description of other services that can be provided by the contractor, which would provide ancillary support to related County programs (e.g. Water Rules, erosion control, environmental regulations, zoning code, etc.)
8. A discussion of the contractor's understanding and use of technology in the code administration, permitting and enforcement process.

Submission: A response to this RFP must be received by the Land Management Department by **4:30PM, Thursday, October 24, 2019**. Proposals postmarked but not received by this time will be rejected. One paper copy and one electronic copy of the entire response to this RFP, including any appendices, exhibits, and forms shall be submitted. The electronic version may be submitted via external drive or it may be emailed directly to: jmielke@co.carver.mn.us . The response must include the cost of providing the services, annually, on a three-year basis. Responses to this RFP should be submitted to the following address:

Jason Mielke
Land Management Department
Carver County Government Center
600 East Fourth Street
Chaska, MN 55318-2102
Contact Person: Jason Mielke, Land Use Manager, 952-361-1817

IV. EVALUATION OF PROPOSALS: The proposals will be evaluated in terms of looking for the best combination of cost, customer service, credentials, proposed level of service, use of technology, compatibility with the County system, and history of successfully completing work for the County. Contractors submitting a proposal by the deadline may be interviewed by the County prior to selection

of a proposal. Contractors should be prepared to undergo an interview regarding the proposal following the proposal due date. The County reserves the right to select a contractor without conducting an interview. The County reserves the right to waive technicalities or irregularities, to accept any portion of a response when proposals are by items, to reject any or all responses, and to make arrangements in the best interest of the County. Because this contract is for services only, the proposal process is not controlled by Minn. Stat. §471.345.

V. TERMS AND CONDITIONS: The selected 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 will be negotiated as part of a signed contract.

LIMITATIONS: Carver County 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 Contractor after completion of services upon the presentation of a claim in the manner provided by law for payment of claims against counties.

If payment under this Agreement is dependent upon the availability of Federal, State, County or other funds and such funds are reduced or terminated, this Agreement may be renegotiated or terminated at the sole discretion of the County.

In the event of termination, Contractor shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Time is an essential element of this Contract. If the Contractor fails for any reason, excepting delays caused by uncontrollable circumstances to complete installation of all items before the Contract completion date as set forth in Section 2, it is hereby agreed that the County shall have the right to deduct liquidated damages from any money or monies due or coming due to the Contractor. Any monies deducted are not to be construed as a penalty, but as liquidated damages to compensate for the additional cost and inconvenience incurred by the County.

Contractor certifies that payment for purchased services will be in accordance with rates of payment that do not exceed amounts reasonable and necessary to assure quality of services and, if the services are being purchased from another public agency, the cost reasonably assignable to such services.

For final payment, Contractor shall comply with all requirements contained in Minnesota Statute. §290.92 regarding the withholding of taxes and wages. Contractor shall submit documentation of compliance with its claim for final payment. A certificate by the Minnesota State Commissioner of Revenue will satisfy this requirement (Form IC-134). Contractor is not entitled to final payment until such documentation is received by the County.

Pursuant to Minnesota Statute § 471.425 the Contractor shall pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services

provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

2. BONDS

If required and contemporaneous with the execution of this Agreement, Contractor agrees to provide payment and performance bond for the County pursuant to Minnesota Statute §§375.21 & 574.26 and in equal to or greater than the Contract amount. Said bonds shall guarantee the faithful performance of all obligations required of Contractor under terms of this Contract, including payment of labor and material.

3. INDEPENDENT CONTRACTOR

- A. Contractor is to be and shall remain an independent contractor with respect to any and all work performed under this Contract. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the County. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.
- B. 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 Contractor and it is Contractor's sole obligation to comply with all federal and state tax laws.
- C. 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. 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 its behalf.

4. INDEMNIFICATION AND INSURANCE

Any and all claims that arise or may arise against the Contractor, its agents, servants or employees as a consequence of any act or omission on the part of the Contractor or its agents, servants or employees while engaged in the performance of the Contract shall in no way be the obligation or responsibility of the County. The Contractor agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages, consequential damages, expenses, claims or action including attorney fees which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor's acts, omission, performance or failure to adequately perform its obligations pursuant to this contract.

It is understood and agreed that the County's liability shall be limited by the provisions of Minnesota Statute § 466 and/or other applicable law.

Contractor further agrees that in order to protect itself as well as the County 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 the following minimum limits:
 - \$3,000,000 Aggregate
 - \$3,000,000 Products and Completed Operations Aggregate
 - \$1,500,000 Personal Injury and Advertising Injury
 - \$1,500,000 Each Occurrence
 - \$ 100,000 Fire Damage Limit
 - \$ 5,000 Medical ExpenseThe 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 \$1,500,000 combined single limit (CSL) 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) the following minimum limits apply:
 - \$3,000,000 Aggregate
 - \$1,500,000 per claim
- D. Excess Umbrella Liability Policy will be additionally required if any of the above policies have lower limits than stated.
- E. Worker's Compensation Insurance.
- F. Prior to the effective date of this Agreement, and as a condition precedent, the Contractor will furnish the County with an original Certificate of Insurance listing the County as an "Additional Insured" in all coverage areas including Excess Umbrella Liability or Excess Umbrella follows form language except Worker's Compensation and Professional Liability.

5. DATA PRIVACY/DATA OWNERSHIP

- A. Data Practices:

All data collected, created, received, maintained, or disseminated in any form, for any purposes by the activities of Contractor because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules promulgated pursuant to Chapter 13. The person responsible for release of all data under this Agreement shall be the Division Director of the County employee identified in provision 10.

- B. Health Insurance Portability and Accountability Act (HIPAA – 45 C.F.R. §§160,162,164):
If under this Agreement the exchange of Protected Health Information in any form is anticipated the Contractor shall comply with all regulatory obligations including signing any required agreements (e.g., Business Associate Agreement). Such Agreements shall be attached to and incorporated into this Agreement.
- C. Release:
No data may be released by the Contractor to a third party without the express consent of the County’s representative as indicated below – this includes any media relations.
- D. Ownership:
Ownership of all data prepared for or by the County whether having commercial value or not shall remain with the County. Any reports, studies, photographs, negatives or other documents or any other form of data prepared by the Contractor in the performance of its obligations under this contract shall be the exclusive property of the County, and all such material or data shall be remitted to the County by the Contractor upon completion, termination or cancellation of this contract. The Contractor shall not use, allow, or cause to have such materials used for any purpose other than performance of the Contractor’s obligations under this contract without the prior written consent of the County.

6. RECORDS: AVAILABILITY AND RETENTION

Pursuant to Minnesota Statute §16C.05, subd. 5, the Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

7. 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 this Agreement shall control.
- B. Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

8. DEFAULT AND CANCELLATION

- A. If the 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, such failure shall constitute default. Unless the Provider’s default is excused by the County, the County may,

upon written notice to the Contractor's representative listed herein, cancel this Agreement in its entirety as indicated in (10 B.) below.

- B. This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.
- C. Unless Contractor's default is excused under the terms of this Contract the County may recover from Contractor such damages as it may sustained by reason of additional administrative costs, expenses of re-awarding the contract and other damages sustained by the County by reason of delay, price changes, loss of other contracts, loss of income, inability of the County to fulfill other contracts, loss of other benefits of this Contract and any other damages directly or consequently arising out of this Contract or failure to perform the same by Contractor.
- D. Representatives for each of the parties to this Agreement are as listed below:

Contractor

Name:
Address:
Phone:
E-mail:

County/Division

Name:
Address:
Phone:
E-mail:

- E. The County and the Contractor agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable efforts to mitigate their effects.

9. SUBCONTRACTING AND ASSIGNMENT

- A. Contractor shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all Subcontractors. Any agreement between the Contractor and any subcontractor shall obligate the subcontractor to the general terms of this Contract.
- B. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors.

10. NONDISCRIMINATION

During the performance of this Agreement, the Contractor agrees to the following:
No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to, discrimination under any and all applicable Federal and State laws against discrimination.

11. HEALTH AND SAFETY

The Contractor shall be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed in accordance with this Agreement. The Contractor shall ensure that all employees, including those of all subcontractors, have received training required to properly and safely perform services outlined in this Agreement. Such training is to include, but not be limited to, all applicable sections of the State and Federal Occupation, Safety and Health Administration (OSHA) laws, Superfund Amendments and Reauthorization Act (SARA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Uniform fire Code and/or any other applicable health and safety regulations. Upon the request of the County, the Contractor shall provide copies of any licenses and/or training records for contractor and/or contractor's employees or subcontractor's employees who perform services pursuant to this Agreement.

12. NONWAIVER, SEVERABILITY & APPLICABLE LAWS

A. Nonwaiver:

Nothing in this Agreement shall constitute a waiver by the County of any statute of limitations or exceptions on liability. If the County does not 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 Minnesota shall apply to this Agreement. The Contractor shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible.

D. Responsible Contractor:

The contractor specifically acknowledge and agree to meet all applicable requirements and standards as a Responsible Contractor as defined in Minnesota Statute Section 16C.285 (2014) as amended and any administrative rule promulgated to implement the Minnesota Statute Section 16C.285. All first-tier subcontractors shall verify through a signed statement under oath that they meet the minimum criteria to be a responsible contractor as defined in Minnesota Statute Section 16C.285

13. SECTION HEADINGS

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

14. THIRD PARTIES

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

15. CONFLICT OF INTEREST

Contractor agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit or any other organization that would create a conflict of interest in the performance of its obligations under this Contract.

16. PREVAILING WAGE

Employees, laborers subcontractors of the Contractor pursuant to this Agreement working or receiving employment and training services for which financial assistance, including grants, loans and tax abatement to a person engaged in manufacturing or sale of goods and services as defined by Minnesota Statute § 116J.871, subdivision 1(c) and is provided by the State of Minnesota shall be paid the prevailing wage as defined by Minnesota Statute § 177.42, subdivision 6.

VI. REJECTION OF PROPOSALS. The County reserves the right to reject all proposals.

VII. REQUIRED SERVICE FORM

All respondents to this RFP must complete this form and attach it to the front of their proposal.

Contractor Name: _____

Address: _____

Phone/fax: _____

Email: _____

AUTHORIZED SIGNATURE: _____

Printed or Typed Name: _____

Title: _____

Date: _____