City of Tulsa Finance Department

1/25/2024

Request For Proposal TAC1171A

Addendum #2

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. This addendum must be listed as Addendum #2 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

CHANGES:

Proposals must be received by 5:00 p.m. on Wednesday, February 07, 2024, Central Standard Time.

Update to Event dates as shown in RED.

EVENT	DATE
RFP Issue Date	1/10/2024
Deadline for Questions	01/29/2024
PROPOSAL DUE DATE	02/7/2024
Begin proposal evaluations	02/8/2024
Interviews with Respondents (anticipated)	02/12/2024
Negotiations with apparent successful Respondent begin (anticipated)	02/15/2024
Execute contract (anticipated)	02/21/2024
Begin service delivery (anticipated)	02/29/2024

Section V.1

A summary of data pertinent to the approval of each proposed construction project application, including but not limited to: building construction classification; use and occupancy classification; nature of mixed uses if applicable; allowable and actual building height and area; occupant loads. The data shall be provided in the form of one hard copy and one electronic copy.

QUESTIONS:

- 1. Is this a new award or is it a recompete? If a recompete and in support of a potential transition-in; will you provide the incumbent. The previous contract lapsed and had no renewal options remaining. The Seller for that contract was Paramedic Services of Illinois, Inc. dba FSCI.
- 2. What is the City's anticipated level of effort or budget for this procurement? The budget has not been finalized, a definite amount of has not been allocated for this project.
- What is the planned duration of the base contract? Will there be option years as part of the planned duration of the entire contract? This will be a one-year contract with four renewal options.
- Can you please clarify the requested turnaround times for residential vs. commercial projects? Residential projects will not be reviewed under this Agreement.
- Can you please confirm that the requested turnaround times are for 1st comments vs. completion? Review(s) must begin within five (5) days and completed within ten (10) days. These turnaround times are for each review cycle.
- 6. Will the consultant be accessing the City's system for plan review workflow? If so, what system is currently being used? The consultant will not be accessing the City's plan review system.

Addendum #1

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. This addendum must be listed as Addendum #1 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

VIII. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS Was:

A. One (1) unbound original and five (5) bound copies of the proposal plus one (1) electronic copy (USB drive or CD).

Changed to:

A. One (1) unbound original and three (3) bound copies of the proposal plus one (1) electronic copy (USB drive or CD).

Request for Proposal

TAC 1171A

Professional Services for: Plan Review Services on Demand

Department: Development Services

NIGP Commodity Code(s): 906-57, 925-61, 952-96, 906-64, 918-92

RFP Schedule

EVENT	DATE
RFP Issue Date	1/10/2024
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions	1/29/2024
Submit to assigned buyer via email.	10 Days prior to RFP due date
Proposal Due Date	2/7/2024
Mail or deliver to City Clerk address. Proposals are open the day after the due date.	

If You have any questions or need additional information, contact the Assigned Buyer:

Julie Miller | jamiller@cityoftulsa.org

All questions should be emailed with RFP TAC 1171A in the subject line.

Submit proposals (sealed) to:

Office of the City Clerk City of Tulsa 175 E. 2ND St. Suite 260 Tulsa, OK 74103



I. OVERVIEW AND GOALS:

With this Request for Proposal (RFP), the City is soliciting proposals to secure professional plan review services for construction permit applications filed with the City of Tulsa, as detailed below.

We enthusiastically look forward to receiving Your proposal.

II. TIMELINE:

The schedule below provides estimated dates for the RFP and contracting process. The City of Tulsa may adjust this schedule as needed.

EVENT	DATE
RFP Issue Date	1/10/2024
Deadline for Questions	01/29/2024
PROPOSAL DUE DATE	02/7/2024
Begin proposal evaluations	02/8/2024
Interviews with Respondents (anticipated)	02/12/2024
Negotiations with apparent successful Respondent begin (anticipated)	02/15/2024
Execute contract (anticipated)	02/21/2024
Begin service delivery (anticipated)	02/29/2024

III. SCOPE OF WORK:

- The Respondent shall demonstrate professional skills, qualifications, and experience in one or more of the areas of expertise described below. Requested disciplines and associated skills include but are not limited to the following categories which are not presented in order of importance. At a minimum, Respondents are asked to address each skill listed within a relevant area of expertise and provide evidence of additional skills as appropriate.
- 2. The Respondent shall provide Oklahoma-licensed or ICC (International Code Council)-certified Building Plans Examiners qualified in building plan review with expertise in the ICC International Building Code, International Fire Code, and International existing Building Code, to enable issuance of building permits by the City of Tulsa in accordance with the currently adopted codes and revised ordinances of the City of Tulsa. Relevant knowledge and expertise in the International Mechanical Code, International Plumbing Code,

International Energy Conservation Code, National Electrical Code, and relevant standards, shall be necessary to demonstrate a comprehensive approach to the review and approval of plans. It is noted that as of this writing, the City of Tulsa is utilizing the 2018 ICC codes, and from time to time, future editions of the ICC codes will be adopted to replace current codes.

- 3. The Respondent shall directly communicate with the permit applicant for the project being reviewed to address and correct code deficiencies to enable issuance of the building permit. Communication documents include any revised graphic or written documents necessary to establish a current set of code-compliant design documents as the approved permit sets.
- 4. The Respondent shall provide a project reference tracking system that will incorporate, or otherwise not interfere with or cause confusion with, the existing City of Tulsa permit application tracking process.

V. DELIVERABLES:

The products, reports, and plans to be delivered to the City will include:

- 1) A summary of data pertinent to the approval of each proposed construction project application, including but not limited to: building construction classification; use and occupancy classification; nature of mixed uses if applicable; allowable and actual building height and area; occupant loads. The data shall be provided in the form of one electronic copy.
- 2) All communication and computation documents generated through the course of building plan review for the project. Documents shall include the final sets of graphic documents and specification manual that have been reviewed and approved by the Respondent for permit issuance by the City of Tulsa.
- 3) All project review submissions are to be completed within a maximum of 10 working days from receipt of project documents to either the completion of first set of review comments for code deficiencies correction or approval of project documents.

VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:

Performance Metrics

The following performance metrics highlight key priorities that will be analyzed with the awarded Respondent collaboratively during the life of the contract. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to the City of Tulsa. The City looks forward to working with awarded Respondents to define additional important performance metrics during contract negotiations. The final set of performance metrics and frequency of collection will be negotiated by the successful Respondent and the City prior to the finalization of an agreement between parties and may be adjusted over time as needed.

Performance Metric	Data Source	Data Collection Frequency	Data Collection Responsibility
Status Meetings	Seller	Monthly	Seller
Training	Seller	As Needed	Seller

Contract Performance Monitoring

As part of the City of Tulsa's commitment to becoming more outcomes-oriented, we seek to actively and regularly collaborate with awarded Respondents to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, ensure compliance, inform trends to be monitored, and evaluate results and performance. During the regular meetings that occur throughout the term of the contract, it is anticipated that the following topics will be regularly discussed:

- Current status of performance metrics
- Topics of interest or concern to the Respondent
- Discussion and troubleshooting of challenges
- Review of activities on the horizon
- Review of budget and spending this year-to-date

VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. Proposals must be received by 5:00 p.m. on Wednesday, January 31, 2024, Central Daylight Time. Please place proposals in a sealed envelope or box clearly labeled "RFP TAC 1171A Plan Review Services on Demand."

Proposals received late will be returned unopened.

- B. Interested Respondents should submit: One (1) unbound original and three (3) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive).
- **C.** Proposals shall be delivered and sealed to:

Deputy City Clerk City of Tulsa 175 E. 2nd St. Suite 260 Tulsa, OK 74103

D. All interested Respondents (Sellers) are required to register with the Buyer in order to receive updates, addenda or any additional information

required. You can learn more about the registration process on the following website:

https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/.

The City is not responsible for any failure to register.

E. Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made <u>via e-mail</u> and must be received prior to the end of the business day on **Tuesday, January 22, 2024.**

Julie Miller, Project Buyer jamiller@cityoftulsa.org

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only minor clarification of instructions or specifications, it will be handled via e-mail. If any question results in a substantive change or addition to the RFP, the change or addition will be forwarded to all registered Respondents as quickly as possible by addendum.

F. Proposals will be opened on the morning after the due date, at 8:30am, at the:

Standards, Specifications, and Awards Committee Meeting 175 East 2nd Street, 2nd Floor City Council Chamber

VIII. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS

To be considered, interested Respondents should submit or address the following questions or information requests:

- a. One (1) unbound original and three (3) bound copies of the proposal plus one (1) electronic copy (USB drive or CD).
- b. A description of the Respondent's qualifications and experience and that of key personnel assigned to this project (and that of each Respondent proposed as part of the team). It is noted that equipment, material and staff shall be provided by the Respondent, including courier services through the course of performing the service.
- c. A description of previous and current plan review services that Respondent (and any others proposed as part of Respondent's team) has conducted for other jurisdictions. Provide contact names and telephone numbers of references from these jurisdictions.
- d. A description of the project reference tracking system Respondent proposes to use to track activities under this Scope of Work.

e. Provide a general timeline of availability to provide requested services for the calendar years 2024 and 2025. To ensure that projects are reviewed in a timely manner within five (5) business days of receipt by the Respondent, the City of Tulsa requires that the selected Respondents perform any step possible to expedite results and achieve the five (5) day review initiation time.

IX. EVALUATION OF PROPOSALS:

The approval of the selected Respondent will be subject to the final determination of the City and will be contingent on the successful completion of a contract between the City and the selected Respondent(s).

All Bids will be evaluated using the following criteria:

Category	Total Points
Qualifications and Experience	20
Staff Capacity and Oversight	20
Service Delivery and Timeline	20
Project Management and Reporting	20
Pricing and Cost Proposal	20

The City of Tulsa also reserves the right to evaluate based on the full list of eligible criteria listed in <u>Title 6</u>, <u>Chapter 4</u> of the Tulsa Revised Ordinances (TRO): https://library.municode.com/ok/tulsa/codes/code_of_ordinances.

X. MISCELLANEOUS

- A. The City expects to enter into a written Agreement (the "Agreement") with the chosen Respondent(s) that shall incorporate this RFP and your proposal. Further, Respondent(s) will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary. Your response to this RFP will be considered part of the Agreement if one is awarded to you.
- B. All data included in this RFP, as well as any attachments, are proprietary to the City.
- C. The City notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race,

- religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
- D. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).
- E. The use of the City's name in any way as a potential customer or contractual partner is strictly prohibited except as authorized in writing by the City.
- F. The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- G. The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics on the Oklahoma Open Records Act, see the link here: https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/.
 - The City shall not be under any obligation to return any materials submitted in response to this RFP request.
- H. The City shall not infringe upon any intellectual property right of any Respondent but reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the City's own proprietary data. All such proprietary data contained in your proposal must be clearly identified.
- I. The City also notifies all Respondents that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City's Objectives.
- J. Seller and its subcontractors must obtain at Seller's expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Auto Liability, each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)

Seller's insurer must be authorized to transact business in the State of Oklahoma. Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage.

Seller shall not cause any required insurance policy to be cancelled nor permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

RESPONDENT INFORMATION SHEET

Respondent's Legal Name:			
Respondent's Type of Legal Entity: (check one) Sole Proprietorship			
☐ Corporation		ed Liability Limited Partnership	
☐ Limited Liability Company	☐ Other	::	
Respondent's Address:			
Street	City	State	Zip Code
Respondent's Website Address:			
Respondent 5 Wessite Address.			
Sales Contact:		Contact for Legal Noti	ce:
Name:		Name:	
Title/Position:		Title/Position:	
Street:		Street:	
City:		City:	
State:		State:	
Phone:		Phone:	
Email:		Email:	
			-10
How did you learn about this bu	isiness oppo	rtunity with the City of 1	uisa?
☐ Email from Assigned Buyer			
☐ City of Tulsa Website			
☐ Tulsa World posting			
□ Purchasing search engine			
☐ Industry colleague			
Other: Click or tap here to enter	text.		

Price Sheet Summary

Respondent's Legal Name:

(Must be Respondent's company name as reflected on its organizational do Respondent is organized)	cuments, filed with the state in which
1.Please present a typical Fee/Rate Schedule for review Project Types. Please include any relevant matrix the structure to account for construction types and occuproject area, construction valuation, or hourly rate	nat is utilized in your rate cupancy classification on a
Project Types:	
Interior Building Alterations Only	
Building Addition with Minor Interior Alteration	on to receive Addition
Addition with Substantial Alteration	
New Building	
2.Include unit costing details proposed (e.g. Cost per of Valuation, or Cost per Hour).	Square Foot, Cost per Dollar
All costs must be included in your proposal.	
By signing here, I affirm that these prices are my foinclusion of City of Tulsa's general contract terms a Appendix A in any contract with the City of Tulsa.	
Company Name:	Date:
Signature:	
Name Printed:	
Title:	

AFFIDAVIT

NON-COLLUSION, INTEREST, AND CLAIMANT

STATE	
COUN)ss. TY OF)
I,	, of lawful age, being first duly sworn, state that: (Seller's Authorized Agent)
1.	I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2.	I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3.	Neither the Seller nor anyone subject to the Seller's direction or control has been a party: a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding, b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4.	No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidders business, which is less than a controlling interest, either direct or indirect.
5.	All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.
6.	That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa, or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.
	Ву:
	Signature Title:
Subscr	ibed and sworn to before me thisday of, 20
Notary	Public
My Cor	mmission Expires:
Notary	Commission Number:

The Affidavit must be signed by an authorized agent and notarized

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments and understand that such addenda amendments are incorporated into the Bid Packet and will become a part of any resulting contract. List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).		
	Sign Here ▶	
	Printed Name:	
	Title:	
	Date:	

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APPENDIX A – City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into an Agreement with the selected Respondent ("Seller") for an initial term ending one (1) year from the date of its execution by the City's Mayor, with four (4) one-year renewals available at the option of the City. Contracts entered into by the City of Tulsa generally include, but are not limited to, the following terms:

- 1. Renewals. Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
- 2. No Indemnification or Arbitration by City. Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
- 3. Intellectual Property Indemnification by Seller. Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents, trademarks or copyrights.
- 4. General Liability and Indemnification. Seller shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Seller must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Seller or Seller's subcontractors under the scope of this Agreement.
- 5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City.
- 6. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.
- 7. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws. Seller is responsible for any costs of such compliance. Seller shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Seller certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

- 8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
- 9. Governing Law and Venue. This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.
- 10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
- 11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
- 12. **Equal Employment Opportunity.** Seller shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

RESPONDENT CHECKLIST

Use this checklist to ensure You have properly read and completed all documents listed below. This document (the RFP) contains all the following materials, which must be completed and returned to the City of Tulsa Clerk's Office. We recommend You include this checklist with Your proposal.

Proposer's Name:		

RESPONDENT CHECKLIST		
RESPONDENT DOCUMENTS	INCLUDED?	
Cover Letter		
Proposal Narrative (To Include Requirements as listed on page 3-8)		
Respondent Information Sheet (required form)		
Price Sheet Summary (required form)		
Affidavit (Non-Collusion, Interest & Claimant) (required form)		
Acknowledgement of Receipt of Addenda (required form)		
Additional Information (Optional)		

Please Return Entire RFP Packet

PACKING LABEL

FROM: [Name]

[Respondent's legal name] [Street Address] [City, State, Zip Code]

City of Tulsa - City Clerk's Office

175 East 2nd Street, Suite 260 Tulsa, OK, 74103

Respondent Submission For:

RFP# TAC 1171A

RFP DESCRIPTION: Plan Review Services on Demand

This label ensures that Your proposal will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the RFP number). Proposals must be sealed and either mailed or delivered to the City Clerk's Office. Proposals must also be received no later than 5:00 PM (CST) on date listed on the first page of the RFP.