



**REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR  
BUILDING INSPECTION AND PLAN REVIEW SERVICES  
FOR THE CITY OF THREE RIVERS**

Sealed Proposals, one (1) original and two (2) copies, shall be delivered to the City of Three Rivers, Attn: City Administrator, 105 N. Harborth Ave., P.O. Box 398, Three Rivers, Texas 78071 or emailed as a PDF to [tsalazar@citytrtx.com](mailto:tsalazar@citytrtx.com).

The City of Three Rivers, Texas ("City") is requesting sealed written proposals for furnishing all labor, equipment, supervision, and incidentals for performing all work for building inspection and plan review services on behalf of the City.

All proposal must be clearly marked in the subject line with the following: Building Inspection & Plan Review Services.

Proposal documents may be obtained by emailing City Administrator Thomas Salazar at [tsalazar@citytrtx.com](mailto:tsalazar@citytrtx.com)

Questions regarding the Proposal must not be directed to any other City staff or elected City officials.

Clarification requests will not be accepted by telephone. All responses to clarification requests will be provided to all proponents in writing by email. Questions pertaining to this Proposal must be received no later than seven (7) calendar days prior to the closing date.

1.0 SCHEDULE OF EVENTS

1.1 The following Schedule of Events represents the timetable that will be followed in connection with this solicitation.

Events	Date and Time
Release Request for Proposals	
Last Day for Applicants to Submit Written Questions	
Deadline to Provide Answers to Submitted Questions	
Proposal Due Date	

The City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the City will communicate adjustments to any events in the Schedule of Events in the form of an amendment. Amendments (answers/addenda) to this solicitation will be sent by email to interested parties who have contacted the City Administrator and requested a copy of this RFP at [tsalazar@citytrtx.com](mailto:tsalazar@citytrtx.com)

- 1.2 The purpose of the pre-proposal meeting is to ensure:
  - 1.2.1 Proposers have a clear understanding of the City’s needs and have an opportunity to identify any problems that might hinder or prevent the City from obtaining the proper services at a fair and reasonable price.
  - 1.2.2 The accuracy of the specifications, descriptions, solicitation terms and conditions, and documents.
  - 1.2.3 To meet and understand other city staff that may be available to assist in issuing City permits to those whom appropriately pass building inspections and/or plan reviews.
  - 1.2.4 Questions may be emailed to City Administrator Thomas Salazar at [tsalazar@citytrtx.com](mailto:tsalazar@citytrtx.com) no later than seven (7) calendar days prior to the closing date for the Proposal. Oral interpretations, instructions or information concerning the specifications shall be binding on the City.
  - 1.2.5 Any changes resulting from the pre-proposal meeting and questions that affect the specifications or the scope of work, or that may require an extension to the Proposal opening date will be an amendment to the Request for Proposal. Such amendment will be emailed directly to all attendees of the pre-proposal meeting and will be made available through the City’s website.

2.0 REQUIREMENTS

2.1 *Purpose.* The City of Three Rivers, Texas is soliciting a Request for Proposals (RFP) for qualified contractors to provide third party building inspection and plan review services for commercial and residential structures within the City’s boundaries. The contractor is responsible for inspecting construction of new industrial, commercial, multi-family and single-family buildings and remodeling work to existing structures. Contractor must ensure compliance with approved plans, law, building codes, and regulations, monitoring minimum standards for fire and life safety codes, structural integrity and public welfare. The City may award one or more contractors, depending on their qualifications, for residential and commercial inspections and/or plan review.

- 2.2 *Submission of Proposal.*
- 2.2.1 To be considered, Proposers must send one (1) original and two (2) copies of their proposal at the location described below:  
City Administrator Thomas Salazar  
105 N. Harborth Ave.  
P.O. Box 398  
Three Rivers, Texas 78071
- 2.2.2 Complete sets of Proposal Documents must be used in preparing Proposals. The City does not assume any responsibility for errors or misrepresentations resulting from the use of incomplete sets of proposal documents.
- 2.2.3 Proposals received after the deadline via email, mail, in-person, or any other method will not be considered.
- 2.2.4 The City will not acknowledge or consider proposals that are delivered by telephone or facsimile.
- 2.3 *Pre-Proposal Meeting.*
- 2.3.1 A nonmandatory in person pre-proposal meeting is scheduled for all prospective Proposers as follows:  
Date:  
Time:  
To RSVP for the non-mandatory in-person pre-proposal meeting, please email [tsalazar@citytrtx.com](mailto:tsalazar@citytrtx.com).
- 2.4 *No Reimbursement for Costs.* Proposer acknowledges and accepts that any costs incurred from the Proposer's participation in this RFP shall be at the sole risk and responsibility of the Proposer.
- 2.5 *Term of Contract.* The contract term shall be for one (1) year commencing on the official notice to proceed, with four (4) one-year (1) options for extension. Renewals will be considered and decided by a majority vote of the City's governing body.

### 3.0 SCOPE OF WORK AND QUALIFICATIONS

- 3.1 *Scope of Work.*
- 3.1.1 The awarded contractor will conduct building inspections and plan review for the City of Three Rivers, Texas corporate boundaries as required by City ordinances, adopted codes, code reference standards, utility provider requirements and engineered designs.
- 3.1.2 Knowledge of:
- 3.1.2.1 Local, state, regional and international building codes.
- 3.1.2.2 Standards and practices of building construction, mechanical system and plumbing systems.
- 3.1.2.3 Safety, health, building and construction codes and regulations.
- 3.1.2.4 Local, state and federal codes and ordinances.
- 3.1.2.5 Building Inspections and scheduling.
- 3.1.2.6 Customer service practices and methods.
- 3.1.2.7 Computer and software applications.

- 3.1.3 License and Certification Requirements.
  - 3.1.3.1 A valid driver's license is required.
  - 3.1.3.2 International Code Council (ICC) certification(s) preferred. If no ICC certifications, then the ability to obtain certification(s) within one year of employment.
- 3.1.4 The awarded contractor shall perform inspections within 24 hours and no later than 48 hours after receiving an inspection request.
- 3.1.5 The awarded contractor shall conduct all necessary inspections on permitted activities such as, but not limited to, decks, swimming pools, accessory buildings, new residential, new commercial, and residential and commercial alterations and additions.
- 3.1.6 The awarded contractor shall provide the City Administrator, or his designee, with a daily inspection schedule before 9:00 a.m. (CST).
- 3.1.7 The awarded contractor shall attend meetings as requested.
- 3.1.8 The awarded contractor shall provide standard operating procedures and policies that are directly related to services provided to the City.
- 3.1.9 Weekly and monthly reports that include the number and type of inspections, permits issued and number and type of plan reviewed.

3.2 All interested contractors shall submit resumes, background verifications, and certification of all personnel that will be performing services under this contract. As new personnel are assigned to the contract, the Contractor shall update resumes, background verifications, and certifications as part of contract compliance.

3.3 All data, maps, photographs, and other material prepared and collected, and all documents of any type developed or obtained by the Contractor in the performance of this contract shall become the property of the City of Three Rivers.

4.0 EVALUATION FACTORS AND AWARD

4.1 *Evaluation Factors.* An evaluation committee will review each response for solicitation compliance and technical scoring in each category using weighted criteria:

Item	Evaluation Factor	Points
1	Professional Qualifications, Certifications, Experience, and References	25
2	Demonstrated Capability to meet all facets of the Scope of Work	25
3	Proposal Fees	40
4	Policies and Procedures related to Quality Assurances and Control	10
	<b>TOTAL POINTS</b>	<b>100</b>

4.2 *Best Value Evaluation and Criteria.*

4.2.1 At the proposer's own expense, proposers may be selected to attend an interview with the evaluation committee to further present their qualifications. These presentations will provide the proposer with the opportunity to clarify their proposal and endure a mutual understanding of the services to be provided and the approach to be used.

- 4.2.2 By submitting its proposal in response to this solicitation, proposers accept the evaluation process and acknowledges that in addition to the criteria above the City may evaluate based on the best value for the City using the following considerations:
  - 4.2.2.1 Reputation of proposer and of proposer's services;
  - 4.2.2.2 Proposer's past relationship with the City, if any; and
  - 4.2.2.3 Any relevant criteria that are specifically listed in the solicitation.
- 4.2.3 The City reserves the right to reject any or all responses, delete any portion of the response, to accept the response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

4.3 *Acceptance of Methodology.*

- 4.3.1 An evaluation committee will screen to ensure responsiveness to the RFP and review and score all proposals in accordance with the points criteria. While price is one factor, it is not the sole consideration for an award.
- 4.3.2 Proposals that received the highest evaluation scores may be invited to an interview. The City may reject any proposal that it considers not acceptable. The City may elect to negotiate directly with the highest scored proposer(s) until the City has obtained the "best value".
- 4.3.3 After the interview, the Committee will again rank all proposers according to the evaluation criteria. The proposers will submit a Best and Final Offer to the City. However, proposers should provide their best proposals within their initial submission should the interview not be performed.
- 4.3.4 In addition to the evaluation process above, the City may contact the proposer's references at any time during the evaluation process.
- 4.3.5 Recommendation for the award is contingent upon the successful negotiation of final contract terms. If a contract negotiation cannot be concluded successfully within a time period, the City may terminate negotiations and commence with the next highest scored proposer(s) or withdraw the RFP.

4.4 *Award.*

- 4.4.1 The contract award, if issued, shall be made to the proposer whose proposal, in the City's sole discretion, furthers the City's best interests. The contract may be awarded to one (1) proposer for all work, or to several proposers for separate identifiable parts, based upon the proposals received. No award shall be made until all necessary investigations have been made to determine the eligibility and responsibility of the proposer(s) under consideration and the proposer's validity. The contract award shall be made by the City Council.
- 4.4.2 After the City Council awards the contract, the City will provide the proposer with all contract documents. After proper contract execution, the proposer shall return the signed contract and all required documents to the City within ten (10) calendar days. If the proposer fails to return a signed contract, the City has the right to cancel the award and contract.
- 4.4.3 The City and contractor shall have a post-award meeting to discuss and identify specific milestones, goals, and strategies to meet the contract's objectives.

5.0 PROPOSAL FORMAT

- 5.1 *Proposal Format.* Responses shall not exceed thirty pages in length and should include: (1) Letter of Transmittal; (2) Contractor's professional qualifications, certifications, experience and references; (3) Demonstrated capability; (4) Fees for services; and (5) Insurances.
- 5.2 *Letter of Transmittal.*
- 5.2.1 The legal name of the proposer's company as registered with the Texas Secretary of State, or the full legal name of the individual if the proposer intends to be the sole or independent contractor.
  - 5.2.2 Address of the office that will provide the contracted services
  - 5.2.3 Date of Proposal
  - 5.2.4 Provide name(s) of person(s) authorized to make representations for your office, their titles, address, telephone number and email addresses.
  - 5.2.5 Letter of transmittal shall be signed by the person authorized to bind the proposer with name and title clearly written.
- 5.3 *Professional Qualifications, Certifications, Experience and References.*
- 5.3.1 Proposer shall submit the company or individual inspector's resumes and certifications.
  - 5.3.2 List the assigned inspector's professional qualifications to demonstrate necessary skills, abilities, knowledge, and experience that may differentiate your proposal from others.
- 5.4 *Demonstrated Capability.*
- 5.4.1 Provide at least three client references. The City reserves the right to contact them at any time during the RFQ process.
  - 5.4.2 Provide availability and methods of contact to provide proposal services.
  - 5.4.3 Provide project approach to provide the building inspection and plan review services.
  - 5.4.4 Provide copies of a sample Inspection Summary Report.
  - 5.4.5 Provide copies of policies and procedures related to and outline your proposed staffing levels and activities.
- 5.5 *Fees for Services.* Identify billing methods to perform each of the following:
- 5.5.1 Residential Inspection
  - 5.5.2 Commercial Inspection
  - 5.5.3 Residential Plan Review
  - 5.5.4 Commercial Plan Review
- 5.6 *Insurances.* Provide insurance held or to be held by the company or individual such as professional liability, errors and omissions, worker's compensation and any other identifiable insurances.

6.0 ADDITIONAL INFORMATION

- 6.1 *Termination for Convenience.* The City reserves the right to terminate this Contract upon thirty (30) calendar days written notice for any reason deemed necessary by the City Council to serve the public interest, or resulting from any governmental law, ordinance, regulations, or court order.
- 6.2 *Non-funding Clause.* If during the budget planning and adoption, the City Council failed to provide funding for this Contract for the following fiscal year of the City, the City may terminate this Contract after giving the Contractor thirty (30) calendar days written notice that this contract is terminated due to the failure to fund it.
- 6.3 *Limitation of Liability.* The City shall not be liable for any expenses Proposers incur in connection with providing a response to this solicitation for any costs, fees, or lost or foregone profits of unsuccessful offers.
- 6.4 *Interpretations and Addenda.*
- 6.4.1 All questions about the meaning or intent of this proposal documents are to be directed to Thomas Salazar, City Administrator at [tsalazar@citytrtx.com](mailto:tsalazar@citytrtx.com)
- 6.4.2 Questions received less than seven (7) calendar days prior to the due date will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addendum will be posted on the City's purchasing website. It Is the responsibility of the Proposer to check if the RFP has any addendums that have been issued for the solicitation prior to submitting a proposal.
- 6.5 *Insurance.* The Contractor shall provide proof of insurance within five (5) working days of the notice of award. The contractor will assume the obligation and expense of obtaining necessary insurance.
- 6.6 *Familiarity with Laws.* The proposers are assumed to have made themselves familiar with all federal and state laws, and all local ordinances and regulations, which in any manner, affect those engaged or employed on the Work of affect the materials or equipment used in the work or affect the conduct of the work and the proposed, if awarded the contract, shall be obligated to perform the work in conformity with said laws, by-laws, ordinances and regulations notwithstanding its ignorance thereof. If the proposer shall discover any provision in the specifications, which conflicts with any law, ordinance or regulation, the vendor shall report it to the City in writing.
- 6.7 *Modification and Withdrawal of Proposals.* Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the due date and time of the RFP.
- 6.8 *Public Information.* All information, documentation, and other materials submitted in response to this RFQ are considered non-confidential and/or non-proprietary and are

subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001. et seq) after the award. The City will use all reasonable efforts to protect any proprietary and confidential information contained in your Proposal. Under no circumstances will the City or its members be liable for any damages resulting from any disclosure. The City strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of any public information.

6.9 *Reservation of Rights.*

6.9.1 City reserves the right, without disqualification and at its sole discretion, to accept or reject any proposals either in entirety or any portion thereof for failure to meet any criteria set forth in this solicitation or to make the award to that Proposer, who in the opinion of the City, will provide the best value to the City.

6.9.2 The City will consider both price and non-price attributes in the evaluation of proposals.

6.9.3 The City makes no guarantee that a contract award will result from this solicitation. The City reserves the right to revise or terminate this solicitation process at any time. The City may decline to enter into an agreement with any or all proposers.

6.9.4 During all stages of this solicitation process, the City reserves the right to request additional information from individual proposers or to request all proposers to submit supplemental materials in the fulfillment of the content requirements of this solicitation or to meet additional information needs. The City will review and may utilize any or all information submitted by a proposer even if the submitted information has not been specifically requested as part of the solicitation.

6.9.5 Those who submit a proposal do so without recourse against the City or its members for either rejection of their Proposal or for failure to execute an agreement for any reason. All offers shall be valid and binding upon the proposer through contract negotiations and contract execution.

6.10 *Excusable Failure or Delay.* Neither the contractor nor City shall be held responsible for the failure or delay in delivery or acceptance of products or services where such failure or delay is attributable to any act of God, or of the public enemy, war, compliance with laws, governmental acts or regulations, in any case, not in effect as the date of this agreement, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other causes similar to the foregoing beyond the reasonable control of the party so affected. The party seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay or acceptance and shall exert its best efforts to avoid further delay.

6.11 *Sales and Use Tax.* The City is exempt from all Texas State Sales and Use Taxes on materials and equipment to be incorporated in the work. Taxes shall not be included in the contract price.

6.12 *Bribery Clause.* The contractor will be required to certify that no employees of theirs, of any affiliate, or of any subcontractor has bribed or attempted to bribe an officer or employee of the City.



6.13 *Signing of Agreement.* When the City gives notice of award to the successful proposer, it will be accompanied by required number of unsigned counterparts of the Agreement with all other written documents attached. Within ten (10) calendar days thereafter, the contractor shall sign and deliver the required numbers of copies in the agreement and attached documents to the City with the required certificate of insurance. If the contractor fails to return a signed contract to the City within ten (10) calendar days, the City has the right to cancel the award and contract.

## 7.0 REQUIRED DOCUMENTATION

7.1 *Conflict of Interest Questionnaire.* If required under Chapter 176 of the Texas Local Government Code, the Contractor shall complete the Conflict-of-Interest Questionnaire in accordance with the requirements of that Chapter. The Contractor shall be solely responsible for the preparation of its Conflict-of-Interest Questionnaire, the accuracy, and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code, Chapter 176. The form, which is commonly known as (Form CIQ) is available at <https://www.ethics.state.tx.us/forms/conflict/>

7.2 *Form 1295 Certificate of Interested Parties.* The contractor must complete and file Form 1295. The form discloses any interested parties who have a controlling interest of 10% of more in the business entity and those who actively participate in facilitating the contract or negotiating the terms of the contract, if any. The form is available at <https://www.ethics.state.tx.us/filinginfo/1295/>