



**CITY OF SUN PRAIRIE  
REQUEST FOR PROPOSALS**

**RFP# 24-BI03**

COMMERCIAL PLAN REVIEW SERVICES

Date Issued: Monday, January 29, 2024

**SUBMIT RFP TO**

[purchasing@cityofsunprairie.com](mailto:purchasing@cityofsunprairie.com)

**SUBMISSION DEADLINE**

Monday, February 26, 2024, 12:00 PM

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## I. NOTICE TO PROPOSERS

### A. Summary

The City of Sun Prairie Department of Building Inspection is soliciting proposals from qualified vendors for commercial plan review services. Vendors submitting proposals are required to read this Request for Proposals "RFP" in its entirety and follow the instructions contained herein.

### B. Important Dates

Deliver proposals no later than the due time and date indicated below. The City will reject late proposals:

Issue Date: **Monday, January 29, 2024**

Questions Issue Date: **Monday, February 12, 2024**

Answers Posted Date: **Monday, February 19, 2024**

Due Date: **Monday, February 26, 2024, 12:00 PM CST**

### C. How to Submit a Proposal

Submit all required documentation in an email attachment. Fee form (Form F) shall be in the email as a separate attachment. Each attachment should be clearly marked as to its contents.

Electronic Proposal: One Copy

Signature Affidavit (Form A): One Copy

Receipt of Forms (Form B): One Copy

Vendor Profile and Qualifications (Form C): One Copy

References (Form D): One Copy

Insurance and Indemnification (Form E): One Copy

Sustainability Questionnaire (Form G): One Copy

Cost Proposal (Form F): One Copy as a separate attachment

All proposal costs are the expense of the proposer. The City will not consider illegible proposals. Elaborate proposals beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

Complete and return the proposal and Forms A through G to City of Sun Prairie Finance Department by **Monday, February 26, 2024, 12:00 PM CST**.

All proposals must be clearly labeled:

Proposer's Name and Address

RFP #: 24-BI03

Title: Commercial Plan Review Services

Due: **Monday, February 26, 2024, 12:00 PM CST**

Electronic proposal must be submitted via email to [purchase@cityofsunprairie.com](mailto:purchase@cityofsunprairie.com).

All email correspondence must include the RFP # in the subject line.

**Proposals must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.**

**D. Contact Information**

The City of Sun Prairie Building Inspection is the procuring agency:

Charlotte Martin, Code Official  
City of Sun Prairie Building Inspection  
300 E Main St.  
Sun Prairie, WI. 53590  
Phone: 608-825-0807  
Fax: N/A  
[cmartin@cityofsunprairie.com](mailto:cmartin@cityofsunprairie.com)

**E. Inquiries, Clarification & Exceptions**

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, in writing, to the department contact listed above in section D.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda – see Addenda below. Proposers are strongly encouraged to check for addenda regularly.

Proposals should be as responsive as possible to the provisions stated herein. A prospective vendor may take “exception” to bid terms, conditions, specifications and dates stated within the bid package. However, the City of Sun Prairie reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City’s best interests.

**F. Addenda**

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to the same websites as the original distribution – see G below. It is the proposer’s responsibility to regularly monitor the websites for any such postings. Proposers must acknowledge the receipt of any addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

**G. Bid Distribution Networks**

The City of Sun Prairie posts all Request for Proposals, addenda, tabulations, awards and related announcements on two distribution networks – VendorNet and DemandStar. The aforementioned documents are available **exclusively** from these websites. It is the proposer’s responsibility to regularly monitor the bid distribution network for any such postings. Proposer’s failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification. Both sites offer free registration to City proposers.

- **VendorNet** System: State of Wisconsin and local agencies bid network. Registration is free.

Home Page: <http://vendornet.state.wi.us/vendornet>

- **DemandStar** by Onvia: National bid network – Free subscription is available to access proposals from the City of Sun Prairie and other Wisconsin agencies participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP.

Home Page: [www.demandstar.com](http://www.demandstar.com)

To Register: [www.onvia.com/WAPP](http://www.onvia.com/WAPP)

Bid Opportunities: <http://www.cityofsunprairie.com/504/Bid-Opportunities>

#### H. Local Vendor Preference

The City of Sun Prairie has included a local vendor preference granting a scoring preference to local suppliers. The “local area” is defined as a physical address where the entity does business within the City of Sun Prairie. United States Post Office boxes or other private postal boxes are insufficient to satisfy the requirements of this section.

Exemptions and limitations may apply. Due to state law, buy local preference may not apply to public works projects. Due to federal restrictions, federally funded programs are also exempt. Exemptions will also be made for emergencies, sole source purchases, cooperative purchasing agreements and cases in which a local vendor is not qualified as determined by City staff. If it is determined by City staff that a vendor has misrepresented its local status, it will be ineligible to receive preference.

#### I. Oral Presentations/Site Visits/Meetings

Proposers may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFP process. Such presentations, meetings or site visits will be at the proposer’s expense.

#### J. Acceptance/Rejection/Withdrawal of Proposals

The City reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City’s discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any proposer responding to this request. The City expressly reserves the right to reject any and all proposals responding to this invitation without indicating any reasons for such rejection(s).

#### K. Public Record Law Compliance

It is the intention of City to maintain an open and public process in the solicitation, submission, review, and approval of contracts.

a. The parties acknowledge that City is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 and 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this agreement are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein shall produce copies of all materials, gathered or produced or modified pursuant to this Contract to City, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin caselaw, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold City, its agents, officials and employees harmless and to indemnify them and City for all costs, fees, including all reasonable attorney fees and expenses of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which City or its agents, officials or employees may expend or be held liable due to the Provider/contractor's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this Agreement.

b. Any Public Records Law request received directly by a contractor related to this Contract with City shall immediately be reported to the City Administrator.

#### L. Public Records Notice

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret" – defined in State of Wisconsin Statutes – may be held confidential.

Proposers shall separately and clearly identify all information they deem to be "trade secrets", as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information deemed confidential and sealed, elsewhere in your response.

##### S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

##### S. 134.90(1)(c)

(c) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by

proper means by, other persons who can obtain economic value from its disclosure or use.

2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting contract. The City will not provide advance notice to proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of proposals from public view – until such times as competitive or bargaining reasons no longer require non-disclosure, in the City’s opinion. At that time, all proposals will be available for review in accordance with such laws.

#### M. Tax Exempt

The City of Sun Prairie as a municipality is exempt from payment of federal excise taxes and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6006382. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be found on the City website. Our tax-exempt number is ES 42322.

#### N. Cooperative Purchasing

Bidders may choose to extend prices offered on bids to other municipalities. Under Wisconsin Statutes, a municipality is defined as a county; city; village; town; school district; board of school directors; sewer district; drainage district; vocational, technical and adult education district; or any other public or quasi-public corporation, officer, board or other body having the authority to award public contracts. This is known as “cooperative” or “piggyback” purchasing, a practice common amongst units of government. The City is not responsible for any contract resulting from a cooperative purchase using this RFP as a basis; they are made solely between the bidders and third party unit of government.

#### O. Terms of Contract

1. Term of Contract – The term of the contract shall be for a two (2) year period to commence on: **Thursday, March 7, 2024**, ending on **Friday, March 6, 2026**.
2. Option to Extend – The City of Sun Prairie reserves the right to extend the contract for three (3) additional year period, upon the same or more favorable terms and conditions, and under mutual agreement of both parties.
3. Contract Extension Pricing – Contract prices on an extended contract will be adjusted (escalated or deescalated) based upon the average annual change in the Consumer Index for “All Items” published by the Bureau of Labor Statistics (BLS) (Table 1A. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group,

Expenditure Category “All Items”). The CPI-U value is published by the BLS at its website: <http://www.bls.gov/cpi/news.htm>

The price for an option year shall be based upon the percent change in the CPI-U from the preceding year applied to the current contract year price to obtain the option year price.

The City of Sun Prairie reserves the right to discontinue the contract’s remaining option year and may elect to re-advertise the contract in whole or in part when changes in prices are not mutually acceptable between the contractor and the City.

Any and all changes to the contract terms and conditions shall be evidenced in writing by amending/modifying the contract.

4. Subcontracting Regulations – Successful vendor(s) will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title or interest in, to any person, vendor or corporation.

#### P. Cancellation/Termination of Contract

The City of Sun Prairie may terminate the contract at any time at its sole discretion by delivering 30 days written notice to the contractor. Upon termination, the City’s liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the City. In the event that the contractor terminates the contract, for any reason whatsoever, it will refund to the City within 30 days of said termination, all payments made hereunder by the City to the contractor for work not completed or not accepted by the City. Such termination will require written notice to that effect to be delivered by the contractor to the City not less than 30 days prior to said termination.

#### Q. Evaluation Process and Scoring

##### **Evaluation Team**

The RFP will be reviewed by the Evaluation Team. Evaluation team consists of at least three members and at most five members. At least one member from each of the following departments: Department that initiated the RFP, reporting committee and Finance Department. All proposals will be scored individually. The staff member from the Finance Department will oversee the evaluation process to ensure fairness within the process. This process may take a few hours or a few days, depending on the number and length of proposals and the availability of those on the evaluation panel.

Evaluation team will examine each proposal to determine if all minimum requirements have been met to warrant further evaluation. Proposals meeting the minimum requirements will be evaluated in accordance with the point rating system. To qualify as a competent proposer written proposals must achieve an overall minimum of 70 % for the categories marked with an asterisk (\*).



### Minimum Requirements

1. For building and HVAC plan review, a minimum of one Wisconsin licensed Architect or Engineer who in addition is certified as a Wisconsin Commercial Building Inspector. This individual shall have a minimum of five (5) years of experience inspecting or reviewing commercial buildings and HVAC systems in Wisconsin.
2. For Plumbing plan review, a minimum of one Wisconsin licensed Master Plumber, Architect, Engineer, or Designer of Engineering systems. This individual shall have a minimum of five (5) years of experience inspecting or reviewing commercial plumbing systems in Wisconsin.
3. All additional subordinate staff shall be properly credentialed and have a minimum of one (1) year of experience inspecting or reviewing commercial buildings and HVAC systems, or plumbing systems in Wisconsin.

### Evaluation Criteria and Process

Evaluations of the proposals will be based on a weighted point system as follows:

Criteria	Description	Point Weight
1	Qualifications of Firm*	25
2	Relevant Experience of Firm*	25
3	Costs	25
4	Sustainability	10
5	DBE/WBE/DVB	10
6	Local Preference	5
TOTAL		100

#### **Definition of Major Criteria Categories:**

**Qualification of Firm:** The evaluation is based on qualifications and competence in relation to the scope of the project, the overall approach and strategy described in the proposal and company's capacity to perform the work within the specified timeframe, the professional qualifications of key personnel related to the work described in the scope of the project.

**Relevant Experience of Firm:** Evaluation is based on the history of the company, the experiences as it related to the requirements within the RFP, evidence of past performance, quality and relevance of past work, reference and related items.

**Sustainability:** The City’s vision is to create and expand sustainability practices while always recognizing the interdependence of environmental quality, economic resiliency and growth, and social equity. Evaluation is based on the effect business has on the environment, society and economy.

***DBE/WBE/DVB:***

DBE (Disadvantaged-Owned Business Enterprise):

- At least 51 percent owned by one or more socially and economically disadvantaged individuals; and
- Controlled (managed and operated daily) by one or more socially and economically disadvantaged individuals.

WBE (Woman-Owned Business Enterprise):

- Organized as a for-profit business, performing a commercially useful function;
- At least 51 percent owned by one or more women; and
- Controlled (managed and operated daily) by one or more women
- There are no size restrictions for WBE certification

DVB (Disabled Veteran Business)

- At least 51% owned, controlled, and actively managed by an identified service-disabled veteran and serve a useful business function.
- The service-disabled veteran owner has demonstrated that they: 1) Have a certificate of release or discharge from active duty (Form DD214); 2) Reside in Wisconsin; and 3) Have a disability rating of at least 0% with the Department of Veteran’s Affairs or an Armed Services Branch.

***Local Preference:*** To qualify as “local,” a business must meet at least two of three criteria:

- The portion of its employees working at facilities in the City of Sun Prairie (at least 50%);
- The portion of ownership vested with City of Sun Prairie residents (at least 50%); and
- The portion of sourcing within the City of Sun Prairie area (at least 15%).

**Evaluation of Criteria**

**Criteria 1 and 2: Qualifications of Firm and Relevant Experience of Firm:**

Evaluation team will use the evaluation scoring guide below to evaluate these two criteria. Each criteria will have a maximum number of points assigned to it. Based upon how well the proposal addressed each criteria, the evaluation team assigns a percentage of 0% up to maximum percentage of 100% to each criteria and then multiplies the maximum points by the appropriate scoring percentage to compute the final score.

<b>Evaluation Scoring Guide</b>
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Percentage (%)	Quality of Response	Description	Strengths Relative to Requirement	Weaknesses	Confidence In Proposed Approach
90-100	Excellent	The proposal addresses the requirements completely, exhibits outstanding knowledge, creativity, innovation or other factors to justify this rating.	Meets requirements - numerous strengths in key areas.	None	Very High
80-89	Good	The proposal addresses the requirements completely and addresses some elements of the requirements in an outstanding manner	Meets requirements - some strengths in key areas	Minor - not in key areas	High
70-79	Moderate	The proposal addresses most elements of the requirements.	Meets most requirements - minimal strengths provided in their response.	Moderate - does not outweigh strengths	Moderate
60-69	Marginal	The proposal meets some of the RFP requirements.	Meets some of the requirements with some clear strengths.	Exist in key areas - outweighs strengths	Low
0-59	Unacceptable	The proposal meets a few to none of the RFP requirements.	Meets a few to none of the requirements with few or no clear strengths.	Significant and numerous	No Confidence

For example:

<b>Criteria (1)</b>	<b>Point weight (2)</b>	<b>Percentage (3)</b>	<b>Final Score (2x3)</b>
<i>Qualifications of Firm</i>	25	80%	20
<i>Relevant Experience of Firm</i>	25	90%	22.5

### Criteria 3: Cost

The Finance Department complete the evaluation of the cost points. The proposal with the lowest cost received the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest cost proposal.

$$\frac{\text{Price of Lowest Cost Proposal}}{\text{Price of Proposal Being Rated}} \times \text{Maximum points available} = \text{Awarded Cost Points}$$

*For Example:*

*The cost for the lowest proposal is \$100,000. The next lowest proposal has a cost of \$125,000. If the total points available for the cost criteria = 25 points, the next lowest proposal would be assigned 20 points ( $\$100,000/\$125,000 \times 25\text{pts}$ )*

### Criteria 4: Sustainability:

The proposal should demonstrate alignment with the City's sustainability objectives, as outlined in the Task Force on Sustainability [Report](#) (specifically, Strategic Recommendations starting on page 11). Examples include business efforts to reduce resource consumption (electricity, fuel, water, materials, food, etc.) and associated emissions, relevant commitments to sustainability initiatives or goals, and progress towards or completion of industry-standard certifications (examples include GRI, LEED, ISO14001, SASB); relative to the type of product/service being provided. The evaluation team will use the scoring guide below to assess responses, understanding that sustainability is a broad undertaking with many potential strategies and outcomes. Proposers are required to complete the Form G: Sustainability Questionnaire and submit it with the proposal.

#### Sustainability Scoring Guide

Criteria	Measurement	Score	Guidance
1. Reduction in product/service emissions, resource consumption	Absent (0), moderate (1-2), good (3-4), excellent (5-6)	0-6	Demonstrated, measureable reduction in electricity, fuel, water, materials, and food consumption related to the product/service.
2. Commitments to sustainability initiatives or goals	Absent (0), good (1), excellent (2)	0-2	Business initiatives (internal and external) and goals that support the community and environment.
3. Sustainability-related certifications	Absent (0), in progress or 1 certification (1), 2+ certifications (2)	0-2	Certifications recognize pursuit of operational best practices and demonstrate alignment on shared values.
Overall Sustainability Score	Absent-Excellent	0-10	Refer to provided guidelines

**Criteria 5: DBE/WBE/DVB:**

DBE/WBE/DVB certified Business receives full 10 points. Non-certified business receives zero points.

**Criteria 6: Local Preference:**

Local business receives full 5 points. Non-local business receives zero points.

**R. Insurance and Indemnification Requirements**

Insurance coverage shall be in place prior to commencing work and shall remain in force until the entire project is completed or the length of time that is specified in the contract. See Form E for requirements.

**II. DESCRIPTION OF RFP**

The City of Sun Prairie, Wisconsin (population 38,387) is located immediately northeast of the City of Madison in Dane County. It has traditionally been one of the fastest growing communities in Wisconsin.

Sun Prairie is home to one of the fastest growing retail areas in the state, has one of the most successful downtown redevelopment areas and continues to be one of the region's most successful employment centers with growing manufacturing, technology, and entrepreneurial sectors. Over the past 4 years, the Building Inspection Division has averaged 2,700 permits and 11,000 inspections annually.

In 2017, Sun Prairie was delegated commercial building code enforcement authority from the Wisconsin Department of Safety and Professional Services, for all commercial buildings within the limits of our municipality regardless of size. This delegation was approved for building, heating, ventilating and air conditioning, plumbing, fire sprinkler, and fire alarm plan review and inspection. Over the past 2 years, the Division has averaged 125 Building and HVAC plan reviews, and 110 Plumbing plan reviews.

The City of Sun Prairie is seeking a professional firm to provide commercial Building, HVAC, and Plumbing plan review services for the Building Inspection Division.

Under the direction and supervision of the Building Inspection Department, the consultant will perform the following:

**Performance**

- Performance of all commercial building, heating, ventilating and air conditioning, and plumbing plan examination within the scope of our state delegation.
- Plan reviews shall have the initial review complete within 15 business days. At that time, plans shall be approved, denied, or placed on hold requesting additional information.
- All buildings exceeding 100,000 cu.ft. shall undergo a peer review prior to final plan approval.

- Any building regardless of size containing Hazardous (H), or Institutional (I) occupancies shall have peer review prior to final plan approval.
- Plans placed on hold pending additional information for a time period in excess of thirty (30) days shall be denied.
- Plan review results shall be communicated in writing to the submitter and to the City of Sun Prairie.
- All approval, denial, or request for additional information shall be in letter format in a template approved by the city. Final documentation shall be in PDF format.
- Provide on-call hourly professional engineering services related to providing expert Code opinions when both the City of Sun Prairie and the consultant agree in writing for such services.

#### **Billing and Reporting**

- Billing procedures and payments shall be handled as mutually agreed upon in writing by both the consultant and the City of Sun Prairie.
- The consultant shall provide a monthly statement including the following information:
- Number of reviews performed.
- Fees collected.
- Breakdown of consultant fees and city fees.
- Any additional information as requested by the City.
- Payments due to the city shall be made no later than the 15th of the month following the conclusion of a calendar month.
- Payments shall be made to the City in a format as mutually agreed upon in writing by both the consultant and the City of Sun Prairie.
- Plan review fees charged shall be based on the municipal fee schedule adopted by the City of Sun Prairie.

#### **Consultant shall provide the following staffing:**

- For building and HVAC plan review, a minimum of one Wisconsin licensed Architect or Engineer who in addition is certified as a Wisconsin Commercial Building Inspector.
- This individual shall have a minimum of five (5) years of experience inspecting or reviewing commercial buildings and HVAC systems in Wisconsin.
- For Plumbing plan review, a minimum of one Wisconsin licensed Master Plumber, Architect, Engineer, or Designer of Engineering systems.
- This individual shall have a minimum of five (5) years of experience inspecting or reviewing commercial plumbing systems in Wisconsin.
- All additional subordinate staff shall be properly credentialed and have a minimum of one (1) year of experience inspecting or reviewing commercial buildings and HVAC systems, or plumbing systems in Wisconsin.
- Consultant shall not subcontract any review plan services without the written consent of the City of Sun Prairie.

### III. REQUIRED FORMS/INFORMATION

- Vendor's Proposal
  - A. Signature Affidavit
  - B. Receipt of Forms and Submittal Checklist
  - C. Contractor Profile
  - D. References
  - E. Insurance and Indemnification, including Endorsements
  - F. Contract Fees
  - G. Sustainability Questionnaire