

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: CITY DEVELOPMENT

AGENDA DATE: MAY 28, 2013

CONTACT PERSON/PHONE: MATHEW S. MCELROY, DIRECTOR, CITY DEVELOPMENT
DEPARTMENT (915) 541-4193
BRUCE D. COLLINS – PURCHASING MANAGER (915) 541-4313

DISTRICT (S) AFFECTED: ALL

SUBJECT:

That the City Manager be authorized to sign an agreement for third party plan review and inspection services for commercial buildings between the City and Bureau Veritas North America, Inc. for a contract term of three (3) years from the date this Agreement is approved by the City Council, with one (1) option to extend for one (1) additional year for an amount not to exceed \$1,500,000.000.

BACKGROUND / DISCUSSION:

The City Development Director has determined that the use of Third-party commercial plan review and inspection services allows the City to better provide a timely response to the needs of Developers/Builders during the planning and construction of small single story and two story mixed use units. The funding source for these services will come from an incremental increase in the cost of each commercial construction permit being managed by a Third-party service provider. The additional cost will range from approximately .65 cents to \$1.56 per square foot depending on the size (square feet) of the structures. The city will collect the fee and then pay the Third-party inspection firm for completing each phase of the projects from plan review through construction. Therefore, this service will be paid for by the Developer/Builders at permit issuance. The City will absorb the administrative work and or costs required to review invoices and make timely payments to the Third-party firms. Quality assurance will be accomplished through an on-going audit process by the Chief Building Inspector.

The City Development Department is recommending the award of the above bid. The vendor named above is all that submitted offers and capable of providing the required services. The bid process provided a means for the City to determine the actual cost of such services. The offerors have submitted the data required to evaluate the capability of all firms and Bureau Veritas was deemed the only qualified submittal. The City provided the 2,000 permit figure for the purpose of comparing offerors and guarantees no set number of inspections. Three companies submitted offers. These companies were evaluated by and evaluation committee comprised of members from the City Development Department. A member of the Purchasing Division oversaw the solicitation process.

SELECTION SUMMARY:

Solicitation was advertised on 1/22/2013 and 1/29/2013. The postcards were mailed out on 1/22/2013. The solicitation was posted on City website on 1/22/2013. The email (Purmail) notification was sent out on 1/22/2013. Total of four with three local vendors were solicited. Three proposals were received with one being a local vendor.

PRIOR COUNCIL ACTION:

None. This is the first time awarding Commercial Building Inspection and Plan Review Services.

AMOUNT AND SOURCE OF FUNDING:

Department: City Development Department
Amount: Between \$500,000.00 and \$1,500,000.00
From permit revenue
Funds Available: Accounts 404152 & 404157
Funds Sources: Permit revenues are sourced to the General Fund; Restricted Fund will be the pass-through for the Third-party Service Providers

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: _____

Name

Signature

Date

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager be authorized to sign an agreement for third party plan review and inspection services for commercial buildings between the City and Bureau Veritas North America, Inc. for a contract term of three (3) years from the date this Agreement is approved by the City Council, with one (1) option to extend for one (1) additional year for an amount not to exceed \$1,500,000.000.

ADOPTED this _____ day of _____, 2013

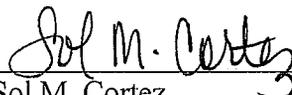
THE CITY OF EL PASO

ATTEST:

John F. Cook,
Mayor

Richarda D. Momsen,
City Clerk

APPROVED AS TO FORM:



Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT:



Mathew McElroy, Director
City Development Department

APPROVED AS TO CONTENT:

Bruce D. Collins
Purchasing Manager

**COUNCIL PROJECT FORM
(RESOLUTION)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR** agenda under **RESOLUTIONS** for the Council Meeting of **MAY 28, 2013**.

That the City Manager be authorized to sign an agreement for third party plan review and inspection services for commercial buildings between the City and Bureau Veritas North America, Inc. for a contract term of three (3) years from the date this Agreement is approved by the City Council, with one (1) option to extend for one (1) additional year for an amount not to exceed \$1,500,000.000.

Department: City Development
Districts(s): ALL

*******ADDITIONAL INFO BELOW*******

COMMITTEE SCORE SHEET

SOLICITATION : 2013-128R, THIRD PARTY NEW SINGLE STORY COMMERCIAL, TWO STORY MIXED USE AND
A MAXIMUM OF THREE STORY APARTMENT BUILDING INSPECTION AND PLAN REVIEW SERVICES

		BUREAU VERITAS NORTH AMERICA, INC.	ECM INTERNATIONAL, INC.	US INSPECT
		PLANO, TX.	EL PASO, TX	CHANTILLY, VA
EVALUATION FACTOR A				
Project Approach and Methodology		29.50	25.50	17.25
Points	30			
1. Description of the proposed contract team, including roles and time commitments for each proposed team member.	10.00	9.75	8.00	5.50
2. Plan of approach for achieving required outcomes, including major tasks, subtasks and schedule.	10.00	10.00	9.00	6.25
3. Explanation of how the quality of services will be assured.	10.00	9.75	8.50	5.50
EVALUATION FACTOR B				
Demonstration of Knowledge		22.50	20.75	18.25
Points	25			
1. Demonstration of Knowledge of plan review, building inspections, zoning review, land development review, swimming pool inspections, and solar panel inspections as evidenced with appropriate ICC certifications and/or equivalent	12.50	11.50	10.00	9.00
2. Industry specific knowledge in the area of local government, or other similar organizations in services shown in Section 4.1 for municipality or government agency	12.50	11.00	10.75	9.25
EVALUATION FACTOR C				
Corporate Experience and Capability		20.00	12.25	8.00
Points	20			
1. Provide information that documents your firm's and any subcontractor's qualifications to produce the required outcomes, including the ability, capacity, strength, and number of years of experience in providing the required services.	10.00	10.00	0.25	0.25
2. Identify demonstrated experience relevant to the services delineated within the Request for Qualification.	10.00	10.00	12.00	7.75
EVALUATION FACTOR D				
Quality of Key Personnel		10.00	8.25	6.25
Points	10			
Provide resumes of all team members that are to provide services.	10.00	10.00	8.25	6.25
EVALUATION FACTOR E				
References		6.67	5.83	7.50
Points	10			
1. Complete projects on-time, within budget	2.50	1.67	1.66	2.50
2. Provide cohesive and seamless process in providing services	2.50	2.50	1.67	2.50
3. Produce high-quality results	2.50	2.50	1.67	2.50
4. Change Orders initiated by contractor	2.50	N/A	0.83	N/A
EVALUATION FACTOR F				
Quality and Presentation of Response		5.00	5.00	5.00
Points	5			
1. Readability, completeness, understanding of project requirements	2.50	2.50	2.50	2.50
2. Adherence to response format requirements, and presenting realistic timeline	2.50	2.50	2.50	2.50
TOTAL Possible Points		100	93.67	77.58
			62.25	

VAN TRAN, VICE PRESIDENT
DFW SOUTHWEST/ BUREAU VERITAS
NORTH AMERICA, INC.
100 EAST 15TH STREET, SUITE 630
FORT WORTH, TEXAS 76102

JOANN CARRIZAL,
CODE COMPLIANCE INSPECTIONS
401 LOMALAND
EL PASO, TX 79907

KELLY SORENSON
VISION CONSULTANTS
1605 GEORGE DIETER #621
EL PASO, TX 79936

ECM INTERNATIONAL, INC.
ATTN: RICK MOJICA, VP
404 EXECUTIVE CENTER BLVD.
EL PASO, TX 79902

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**THIRD PARTY PLAN
REVIEW AND INSPECTION
SERVICES AGREEMENT**

THIS Third Party Plan Review and Inspection Services Agreement (the “Agreement”) is executed effective for all purposes as of this ____ day of _____, 2013, by and between the CITY OF EL PASO, a home rule municipal corporation of the State of Texas, (the “City”) and BUREAU VERITAS NORTH AMERICA, INC., a Delaware Corporation, (the “Third Party Service Provider”).

RECITALS

WHEREAS, the City desires to engage the Third Party Service Provider to perform complete plan review and building inspection services for new single story commercial buildings, two-story mixed use buildings with commercial on the first floor and residential on the second floor, and a maximum of three (3) story apartment buildings; and

WHEREAS, the Third Party Service Provider possesses the credentials, experience, and expertise to perform said plan review and inspection services for commercial properties for the City.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Scope of Services. The Third Party Service Provider agrees to provide complete plan review and building inspection services for new single story commercial buildings, two-story mixed use buildings with commercial on the first floor and residential on the second floor, and a maximum of three (3) story apartment buildings (“Services”). The services to be conducted shall be inclusive but not limited of the following reviews and inspections: structural, electrical, mechanical, plumbing, irrigation, and landscape review and inspection. The services shall be compensated as delineated in Section 12 below. The services may require coordination with various City departments. Plan review and inspections shall be for the purpose of determining if applicable zoning and building codes adopted by the City have been met as to building construction. This Agreement does not include City Fire Department and Water and Health Department plan review and/or inspections.

1.1 Plan review and inspection services shall be conducted in accordance with City policies and procedures, all applicable City codes and Attachment B – Commercial Building & Inspection Processes attached to the City’s Request For Qualifications, Third Party New Single Story Commercial, Two Story Mixed Use and a Maximum of Three Story Apartment Building Inspection and Plan Review Services, Solicitation No. 2013-128R (“Solicitation

No. 2013-128R"). Solicitation No. 2013-128R is incorporated by reference as if fully set forth herein.

1.2 Any reference in this Agreement to Third Party Service Providers shall apply equally to individuals engaged in such services. Any reference in this Agreement to Third Party Service Providers shall also apply equally to individuals engaged in plumbing inspections services as well as building inspection services.

2. Non-exclusive Agreement. This Agreement is non-exclusive. The City shall be entitled to enter into plan review and inspection services agreements with other properly selected individuals or businesses that qualify to provide plan review and inspection services.

3. Pre-requisite to Agreement. The Third Party Service Provider shall comply with applicable state and local license, certification, and other qualification requirements as a prerequisite to entering into this Agreement.

4. Requirements of Third Party Service Provider. In addition to the prerequisite qualifications required prior to entering into this Agreement, the Third Party Service Provider also agrees to comply with the following requirements:

4.1 The Third Party Service Provider, including each individual inspector employed by the Third Party Service Provider and performing plan review and inspection services for the City, shall at all times during the performance of this Agreement maintain the licenses, certifications, and all other standards required by the El Paso City Code and the State of Texas, to conduct plan review and inspections under this Agreement.

4.2 The Third Party Service Provider shall not be owned, operated or controlled by an owner, builder, or trade person regulated under the construction codes and laws of the State of Texas and/or the City.

4.3 The Third Party Service Provider shall remain impartial in its plan reviews and inspections and determination of zoning and building code compliance.

4.4 The Third Party Service Provider shall not charge fees for plan review or inspections or accept any compensation or anything of value other than the payment required pursuant to the terms of this Agreement, including but not limited to compensation or anything of value from any person or entity that seeks plan review or applies for a building permit, any owner, contractor, developer or builder or from a person or entity with an interest in the plans being reviewed or the construction work being inspected by the Third Party Service Provider.

4.5 The Third Party Service Provider shall have the financial resources to act independently.

4.6 The Third Party Service Provider shall not participate in the preparation of plans being reviewed or construction or sale of structures being inspected by the Third Party Service Provider or its employees.

5. **Discretion to Assign Inspection.** The Building Official shall make plan review and building inspection assignments. If the City has entered into agreements with multiple Third Party Service Providers for plan review or inspection, the Building Official shall make the plan review or inspection assignments on a rotating basis except that a builder or owner of plans to be reviewed or a structure to be inspected may request the assignment of a specific Third Party Service Provider that has entered into an agreement with the City for the performance of such reviews and inspections. Upon payment of the applicable fee for the requested Third Party Service Provider, every effort shall be made by the City to honor the builder or owner's request for a specific Third Party Service Provider. However, it is understood that the Building Official has sole discretion regarding the assignment of Third Party Service Providers and may assign any qualified and properly selected Third Party Service Provider to any plan review or building inspection.

5.1 **Selection of Individual Inspectors.** If the Third Party Service Provider is a company with multiple inspectors each inspector shall be qualified to perform the scope this Agreement. The Third Party Service Provider shall select the individual inspector who shall perform the plan review or building inspection services. Designation of the individual inspector shall be made prior to scheduling plan review or inspections with the builder. The Third Party Service Provider shall not coordinate the selection of individual Third Party Service Providers with the builder or any other person or entity that has an interest in the plans to be reviewed or the construction to be inspected or allow such person or entity to designate or provide approval of the person who shall be the reviewer or inspector.

6. **Coordination with Builder.** Upon accepting an inspection assignment from the Building Official, the Third Party Service Provider may coordinate a plan review or inspection schedule with the builder without further approval of the Building Official.

7. **Right to Decline an Assignment.** The Third Party Service Provider may decline an assignment from the Building Official if the qualified plan reviewers or inspectors employed by the Third Party Service Provider are unavailable or the workload for such Third Party Service Provider is of a quantity that quality plan review or inspection services could not be provided. This Agreement shall not be terminated on the basis that the Third Party Service Provider declined assignments under this Agreement.

8. **Review, Audit and Liability.** The City reserves the right to send a representative to accompany the Third Party Service Provider during plan review or to the inspection site to observe the plan review and inspection methods and code interpretation by the Third Party Service Provider. Such representative shall not supervise the Third Party Service Provider. However, the City's Building Official shall have the authority to stop any work in progress that does not meet the applicable zoning and building codes and the interpretation of such codes by the City. The presence of a City representative, as described in this paragraph, as well as any order to stop work by the City, does not relieve the Third Party Service Provider of any liability for corrective measures that the City may have missed and that should have been performed or taken that would

have prevented any malfunction and or damages to property or personal injuries. The City may perform audits of the plan review or daily inspections of any Third Party Service Provider as set forth in Title 18.02 of the El Paso City Code, as amended.

8.1 Records Review. Third Party Service Provider's records subject to review shall include but not be limited to records which, in the City's discretion, are connected with the Third Party Service Provider's work for the City and shall be open to inspection and subject to review and/or reproduction by the City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of the Third Party Service Provider's compliance with Agreement requirements and to evaluate and verify all costs associated with the Project. Third Party Service Provider agrees to provide the City with extracts of data files in computer readable format upon request by the City. Records review as described herein may require inspection and photocopying of selected documents from time to time at reasonable times and places. Third Party Service Provider shall be required to keep such books and records available for such purposes **for at least two (2) years** after the performance under this Agreement ceases. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

8.2 Daily Records. The Third Party Service Provider shall account to the Building Official for all plan reviews and daily inspections conducted or stop work orders issued by the Third Party Service Provider at a site. The Third Party Service Provider shall keep records in accordance with the requirements of Solicitation No. 2013-128R for all plan reviews and inspections conducted which detail the results of each plan review and inspection. Such records shall contain, but not be limited to, the building permit number, date of issuance, the address of the project, and the type of construction inspection conducted, and a list of non-complying items that require corrections. Plan review and inspection results shall be entered daily into the City Development Department's electronic building permit system by the Third Party Service Provider.

9. Warranties. Third Party Service Provider Warrants that:

9.1 All licenses and certifications required by the City's Codes and the laws of the State of Texas to perform the work required in this Agreement, are current and that the Third Party Service Provider, including each individual plan reviewer and inspector employed by the Third Party Service Provider and performing plan review or building inspection services for the City, is qualified to perform the work.

9.2 Third Party Service Provider shall perform the plan review or inspection services required in this Agreement expeditiously in accordance with sound and generally accepted inspection principals and standards and in a professional and workmanlike manner.

9.3 The Third Party Service Provider shall not in any fashion discriminate in the performance of this Agreement against any person because of race, color, religion, national origin, sex, age, disability, political belief, sexual orientation or affiliation.

10. **Term.** The term of this Agreement is for three (3) years from the date this Agreement is approved by the City Council for the City of El Paso ("Initial Term")

11. **Renewal of Agreement.** The City, at its sole discretion, has the right to exercise the option to extend the Agreement for one (1) additional one (1) year period, subject to the City and the Third Party Service Provider negotiating fees and other terms that are mutually acceptable to the parties and provided that the option to extend is exercised prior to the expiration of the Initial Term.

12. **Compensation.** The City shall pay the Third Party Service Provider for each plan review and inspection conducted, at the rates set forth below, NOT TO EXCEED FIVE HUNDRED THOUSAND AND NO/00 DOLLARS (\$500,000.00) per year for all services performed pursuant to this Agreement and a three year contract amount NOT TO EXCEED ONE MILLION FIVE HUNDRED THOUSAND AND NO/00 DOLLARS (\$1,500,000.00).

SERVICES TO THE CITY

ITEM NO.	DESCRIPTION	SQUARE FOOTAGE	PRICE PER SQUARE FOOT
1.	COMPLETE PLAN REVIEW	UNDER 1,000 SQ FT.	\$0.68
		BETWEEN 1,000 SQ FT AND 5,000 SQ. FT.	\$0.52
		BETWEEN 5,000 SQ. FT AND 15,000 SQ. FT	\$0.37
		OVER 15,000 SQ. FT.	\$0.25

ITEM NO.	DESCRIPTION	SQUARE FOOTAGE	PRICE PER SQUARE FOOT
2.	COMPLETE BUILDING INSPECTIONS	UNDER 1,000 SQ FT.	\$0.88
		BETWEEN 1,000 SQ FT AND 5,000 SQ. FT.	\$0.60
		BETWEEN 5,000 SQ. FT AND 15,000 SQ. FT	\$0.45
		OVER 15,000 SQ. FT.	\$0.40

ESTIMATED ANNUAL TOTAL **\$500,000.00**
ESTIMATED INITIAL TERM (3 YEARS) **\$1,500,000.00**

Third Party Service Provider plan review and inspection services shall be limited to those services delineated in this Agreement.

It is understood and agreed that the City shall not be liable for any costs that exceed the amount of this Agreement without the prior written approval of the City Manager and compliance with applicable competitive bidding laws and City policies. Said approval must be obtained prior to the Third Party Service Provider commencing the services that will result in the cost overrun.

The parties acknowledge and agree that the awarding of this Agreement is dependent upon the availability of funding. In the event that funds do not become available, the Agreement may be terminated, with a 30-day written notice to Third Party Service Provider by the City. In such an event, the City shall incur no penalty or charge.

13. Invoices. The Third Party Service Provider shall submit a monthly invoice to the Building Official for each month in which a plan review or inspection is completed. Invoices shall not be

submitted more frequently than once per month. Plan review shall be deemed completed when the plans have been approved by all departments or agencies necessary for full approval. Inspections shall be deemed completed when (1) a certificate of occupancy is issued by the City for the structure inspected, or (2) no certificate of occupancy is issued and the building permit expires and is not renewed.

All invoices shall be made in writing and shall specify the project or structure that was the subject to plan review or building inspection, building permit number, date of issuance of the building permit, the address of the project, and the type of construction inspection conducted, a list of non-complying items that require corrections, the days inspections were made and the name of the person performing the inspection. Invoices shall be delivered to the City Development Department at the following address:

City Development Department
222 South Campbell
El Paso, TX 79901
Attn: Victor Morrison-Vega

14. Time of Payment. The City shall pay undisputed portions of each invoice through issuance of purchase orders within thirty (30) days of receipt of the invoice based on progress for all services and satisfactorily performed. Upon dispute, however, the City may withhold payment to the Third Party Service Provider until such time as the exact amount of the disputed invoice due the Third Party Service Provider is determined by the City. The City shall provide notice of the disputed portions of invoices to Third Party Service Provider within fifteen (15) days of receipt of the invoice.

15. Claim Limitation. Third Party Service Provider agrees that at no time will the Third Party Service Provider make a claim against the City for more than the rate provided under the terms of this Agreement.

16. Costs Not Enumerated. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Third Party Service Provider and not passed on to the City unless a written amendment is executed by both parties.

17. Termination by City. It is mutually understood and agreed by the Third Party Service Provider and the City that the City may terminate this Agreement for the convenience of the City and without cause, upon fourteen (14) consecutive calendar days written notice. It is also understood and agreed that upon such notice of termination, the Third Party Service Provider shall cease all work and labor under this Agreement. Upon such termination, the Third Party Service Provider shall provide a final invoice for all work completed prior to the City's notice of termination. The City shall compensate the Third Party Service Provider in accordance with this Agreement; however, the City may withhold any payment to the Third Party Service Provider for the purpose of set off until such time as the exact amount of damages due the City from the Third Party Service Provider is determined. Nothing contained herein, or elsewhere in this Agreement,

shall require the City to pay for any work which is unsatisfactory, incomplete or not in compliance with the terms of this Agreement and its attachments.

18. Termination for Cause by Either Party. It is further understood and agreed by the Third Party Service Provider and the City that either party may terminate this Agreement for cause. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate after fourteen (14) consecutive calendar days, enumerating the failures for which the termination is being sought; b) a minimum of seven (7) consecutive calendar days to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination.

However, the City retains the right to immediately terminate this Agreement for default if the Third Party Service Provider fails to maintain its licenses, certifications and other standards required to be a qualified Third Party Service Provider pursuant to City Code and the laws of the State of Texas or violates any local, state or federal laws. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Third Party Service Provider for the purpose of set off until such time as the exact amount of damages due the City from the Third Party Service Provider is determined.

19. No Release. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party.

20. Insurance. The Third Party Service Providers shall not commence work under this Agreement until the Third Party Service Provider has obtained sufficient insurance as required herein, and such insurance has been approved by the City. The Third Party Service Provider shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

20.1 Workers' Compensation Insurance. The Third Party Service Provider shall procure and maintain during the life of this Agreement Workers' Compensation Insurance as required by applicable Texas law for all of the Third Party Service Provider's employees to be engaged under this Agreement.

20.2 Commercial Liability, Property Damage Liability and Vehicle Liability Insurance. The Third Party Service Provider shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Vehicle Liability Insurance as shall protect the Third Party Service Provider and the Third Party Service Provider's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from services performed under this Agreement, whether such services be performed by the Third Party Service Provider or by anyone directly employed by the Third Party Service Provider. The minimum limits of liability and coverage shall be as follows:

- a) **Commercial General Liability**
Personal Injury or Death
\$1,000,000 for each person
\$1,000,000 in the aggregate

Property Damage
\$1,000,000 for each occurrence
\$1,000,000 in the aggregate

- b) **Vehicle Liability**
Combined Single Limit
\$1,000,000 per accident

20.3 Errors and Omissions Liability Insurance. The Third Party Service Provider shall procure and maintain, at the Third Party Service Provider's sole expense, Professional Liability Insurance (Such as errors and omissions insurance) for the benefit of the City to cover the errors and omissions of the Third Party Service Provider, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000) on a claims made basis.

20.4 City as Additional Insured. The City shall be named as an Additional Insured on all of the Third Party Service Provider's Insurance Policies with the exception of Workers' Compensation Insurance and Professional Liability Insurance required by this Contract.

20.5 Proof of Insurance. The Third Party Service Provider shall attach hereto as Attachment "A" the certificates showing the type, amount, class of operations covered, effective date and dates of policies' expiration, and including the name of the project on the corresponding insurance certificate. Further, each certificate or a rider to the insurance policy shall contain the following statement:

"The insurance covered by this certificate will not be cancelled, except after **thirty (30) consecutive calendar days** written notice to cancel said insurance has been provided to the City of El Paso, except in the case where Third Party Service Provider has received ten (10) days notice for non-payment of premium in which case ten (10) days written notice shall be provided to the City."

21. Indemnification.

The Third Party Service Provider or its insurer shall indemnify, hold harmless, and defend the City, its elected officials, agents, employees, officers, directors and representatives of the City, individually or collective, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF

SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT. Without modifying the conditions of preserving, asserting, or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to the Third Party Service Provider every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. In addition, the Third Party Service Provider shall promptly advise the City in writing of any claim or demand against the City or the Third Party Service Provider known to the Third Party City Provider related to or arising out of the Third Party Service Provider's activities under this Agreement. The Third Party Service Provider will: 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Third Party Service Provider may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. The Third Party Service Provider will pay all judgments finally establishing liability of the City in actions defended by the Third Party Service Provider pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by the Third Party Service Provider, and premiums on any appeal bonds. The City, at its election will have the right to participate in any such negotiations or legal proceedings to the extent of its interest without relieving Company of any of its obligations under this paragraph. The City will not be responsible for any loss of or damage to the Third Party Service Provider's property from any cause.

22. Subcontractor's Indemnity. The Third Party Service Provider shall require any and all of its subcontractors to include in their subcontracts indemnity in favor of the City in the same form as Section 21.

23. Independent Contractor Relationship. Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The City shall not be subject to any obligations or liabilities of the Third Party Service Provider incurred in the performance of this Agreement unless otherwise herein authorized. The Third Party Service Provider is an independent contractor and nothing contained herein shall constitute or designate the Third Party Service Provider or any of his employees as employees of the City. Neither the Third Party Service Provider nor his employees shall be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program. Third Party Service Provider shall set its own hours of work and the number of hours that it shall work to accomplish the purpose of this Agreement.

24. General Provisions.

24.1 Time is of the Essence. Third Party Service Provider understands and agrees that time is of the essence for all services and deliverables requested herein and that all tasks of this Agreement are to be completed as expeditiously as possible.

24.2 Copyright and Reproduction Rights. The City shall retain all ownership and property interests in any and all documents drawings, plans and other such work performed solely by the Third Party Service Provider under this Agreement. Any copyright or other interest that may vest in the Third Party Service Provider for work performed solely under this Agreement is immediately transferred to the City. All materials created solely pursuant to this Agreement shall become the property of, and be delivered to, the City upon the termination of this Agreement, either by cancellation, expiration or otherwise. The Third Party Service Provider shall retain no rights to any of the work performed by the Third Party Service Provider for any purpose whatsoever. Third Party Service Provider may retain a copy of this work for its records.

24.3 Successor and Assigns. Third Party Service Provider shall not assign or attempt to convey an interest in this Agreement without the prior written consent of the City. This Agreement shall be terminable, at the discretion of the City, without notice to Third Party Service Provider if Third Party Service Provider shall attempt to assign without prior written consent.

24.4 Venue. For purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

24.5 Compliance with Law. The Third Party Service Provider shall comply with all Federal, State and local laws and ordinances applicable to the work contemplated herein.

24.6 Captions. The captions of this Agreement are for informational purposes only and shall in no way affect the substantive terms or conditions of this Agreement.

24.7 Invalid Provisions. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

24.8 Notice. Any notice, demand, request, consent or approval that either party may or is required to provide to the other party be in writing and either personally delivered or sent via certified mail, return receipt requested, postage prepaid, to the following addresses:

CITY: City of El Paso
City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

With Copy to: Building Official
City Development Department
222 South Campbell
El Paso, Texas 79901-1196

COMPANY: Bureau Veritas North America, Inc.
ATTN: Van Tran, Vice President
1000 Juniper Road, Suite 800
Plano, TX 75074

Changes may be made to the names and addresses noted herein through timely written notice to the other party.

24.9 Force Majeure. The Third Party Service Provider shall not be responsible or liable for any loss, damages or delay caused by force majeure which is beyond the control of the parties to this Agreement, including but not limited to riot, insurrection, embargo, fire or explosion, the elements, acts of nature, epidemic, war, earthquake, flood or the official act of any government.

24.10 Prior Agreements Superseded. This Agreement constitutes the sole and only agreement of the parties to it and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

24.11 Complete Agreement. This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the Third Party Plan Review or Inspection Services for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

IN WITNESS WHEREOF the parties hereto have executed this Agreement at El Paso, Texas effective as of the first date appearing heretofore.

CITY OF EL PASO

Joyce A. Wilson
City Manager

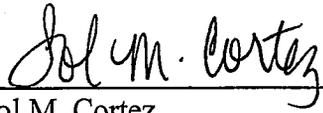
**THIRD PARTY SERVICE PROVIDER
BUREAU VERITAS NORTH AMERICA,
INC.**

Van Tran

Printed Name: VAN TRAN
Title: V.P.

DTERR Daniel Starful 5/2/2013

APPROVED AS TO FORM:



Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT:



Mathew McElroy
City Development Director

(Acknowledgements begin on following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2013,
by **Joyce A. Wilson, as City Manager of the City of El Paso, Texas.**

Notary Public, State of Texas

My commission expires:

THE STATE OF TEXAS §
§
COUNTY OF Collin §

This instrument was acknowledged before me on this 13th day of May, 2013,
by **Van Tran, as Vice President of Bureau Veritas North America, Inc.**

Bethany Carrell Moore
Notary Public, State of Texas

My commission expires:

July 19, 2014





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/26/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. 199 Water Street New York NY 10038-3551 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): 866-283-7122	FAX (A/C. No.): 800-363-0105
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: AXA Insurance Company		33022
INSURER B: National Union Fire Ins Co of Pittsburgh		19445
INSURER C: Granite State Insurance Company		23809
INSURER D: Insurance Co of the State of PA		19429
INSURER E: ACE Property & Casualty Insurance Co.		20699
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 570049737760 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	Y		GL5076409	04/01/2013	04/01/2014	EACH OCCURRENCE	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$25,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
B	AUTOMOBILE LIABILITY	Y		CA 3377177	04/01/2013	04/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
C	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		AOS CA 3377178 MA	04/01/2013	04/01/2014	BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
E	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTION			M00570035	04/01/2013	04/01/2014	EACH OCCURRENCE	\$5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WC025842303 AOS WC025842304 CA	04/01/2013	04/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
C		N/A			04/01/2013	04/01/2014	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	Archit&Eng Prof			PCS001884(13) SIR applies per policy terms & conditions	01/01/2013	01/01/2014	Each Claim	\$1,000,000
							Aggregate	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Architects & Engineers policy includes coverage for Professional Liability and Contractors Pollution Liability. RE: Third-party Plan Review and Inspection Services. City of El Paso is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

CANCELLATION

City of El Paso
Attn: City Manager
PO Box 1890
El Paso TX 79950-1890 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast Inc

Holder Identifier :

Certificate No : 570049737760

**REQUEST FOR QUALIFICATIONS
ISSUED BY
THE CITY OF EL PASO
FINANCIAL SERVICES / PURCHASING DIVISION**

SOLICITATION NO: 2013-128R

DATE ISSUED: JANUARY 22, 2013

**TITLE: THIRD PARTY NEW SINGLE STORY COMMERCIAL, TWO STORY MIXED USE AND A MAXIMUM OF THREE STORY APARTMENT BUILDING INSPECTION AND PLAN REVIEW SERVICES (RE-BID)
CITY DEVELOPMENT DEPARTMENT**

An original, signed, sealed, OFFER to furnish the goods and/or services set forth below will be received at the place indicated below, until:
2:00 PM, local time, WEDNESDAY, FEBRUARY 20, 2013

NOTICE When used in Request for Proposals, the terms 'Offer' and 'Proposal' and 'Offeror' and 'Vendor' are interchangeable.

**ADDRESS OFFERS TO:
PURCHASING MANAGER
FINANCIAL SERVICES / PURCHASING DIVISION
CITY OF EL PASO**

MAIL TO:

CITY OF EL PASO OR
FINANCIAL SERVICES DEPARTMENT/PURCHASING DIVISION
2 CIVIC CENTER PLAZA, 7TH FLOOR
EL PASO, TX 79901-1196

HAND DELIVER TO:

CITY HALL, 7TH FLOOR
2 CIVIC CENTER PLAZA
FRANKLIN & SANTA FE ST.
EL PASO, TX 79901

FOR ADDITIONAL INFORMATION CONCERNING THIS SOLICITATION, CONTACT:
DENIESE BAISLEY, PROCUREMENT ANALYST
Telephone: [915] 541-4263 FAX: [915] 541-4347 Email: BAISLEYDX@elbasotexas.gov

EXPIRATION OF OFFERS

The Offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth below, if this offer is accepted within ONE HUNDRED TWENTY [120] consecutive days from the date set for the receipt of offers.

AMENDMENTS TO SOLICITATION

Receipt of all numbered amendments to Solicitations must be acknowledged:

<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>
A001	_____	A002	_____	A003	_____	A004	_____
A005	_____	A006	_____	A007	_____	A008	_____

OFFER SUBMITTED BY

COMPANY NAME AS IT APPEARS ON ORGANIZATION CERTIFICATE ISSUED BY STATE IN WHICH COMPANY WAS ORGANIZED)

STREET ADDRESS P.O. BOX NUMBER

CITY, STATE AND ZIP CODE

TELEPHONE NUMBER FAX NUMBER

E-Mail address PLEASE CHECK PREFERRED ADDRESS FOR RECEIVING SOLICITATION DOCUMENTS.

OFFER EXECUTED BY [PLEASE PRINT]

NAME AND TITLE OF PERSON AUTHORIZED TO OBLIGATE COMPANY _____

SIGNATURE AND DATE OF OFFER _____

WITHOUT AN ORIGINAL SIGNATURE ON THIS OR OTHER DOCUMENT BINDING THE OFFEROR, THE OFFER WILL BE REJECTED

NOTE: AWARD OF THE CONTRACT RESULTING FROM THIS SOLICITATION WILL BE MADE TO THE SUCCESSFUL OFFEROR BY AN AUTHORIZED WRITTEN NOTICE, WHICH MAY BE IN THE FORM OF A LETTER NOTICE OF AWARD OR A PURCHASE ORDER ISSUED BY THE CITY OF EL PASO. THIS IS A ONE TIME CONTRACT

CITY OF EL PASO, TEXAS

RFP: 2013-128R

REQUEST FOR QUALIFICATIONS

FOR

**THIRD PARTY NEW SINGLE STORY COMMERCIAL, TWO STORY MIXED USE
AND A MAXIMUM OF THREE STORY APARTMENT
BUILDING INSPECTION AND PLAN REVIEW SERVICES (RE-BID)**

DUE DATE: FEBRUARY 20, 2013

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PART 1 – GENERAL INFORMATION

1.1 Background Information

Title 18 (Building and Construction), Chapter 18.02 (Building and Construction Administrative Code), (Attachment C – Ordinance 017413) of the City of El Paso Municipal Code allows for the Building Official to request, review, approve and select third party agencies for the provision of services on behalf of the City.

1.2 Solicitation Purpose

The Building Official, under the authority granted, is currently soliciting qualifications for the provision of new single story commercial, two story mixed use and apartments (not greater than three story) building inspection and plan review services by third parties.

This solicitation requires the provision of complete plan review services inclusive of coordination with various city departments (if required) such as Fire, Health, Traffic, Engineering, and Airport. It also requires the provision of inspection services for the projects. The solicitation is limited to one story commercial buildings as identified in the International Building Code, Mixed use buildings with commercial on first floor and residential on second floor, and a maximum of 3 story apartment complex/units. All projects will be considered commercial and all will be new construction only. Please provide the cost of your complete services on a per square foot basis.

PART 2 - NOTICES TO PROPOSERS

2.1 Public Disclosure Proposal Information

Offerors are cautioned that once a bid is opened, all information contained therein will be available to the **PUBLIC** unless the information is excepted from the requirements of Government Code Section 552.021 pertaining to Open Records.

commercial or financial background data and privileged or confidential information may be excepted from public inspection. If any information contained in your offer qualifies for an exception because it falls into one of the categories above it should be clearly marked "CONFIDENTIAL" and the basis of your claim of confidentiality should be stated. Data so identified will be maintained as a protected record. Offerors who claim that information contained in a bid should be protected from public disclosure after the award of the contract may be asked to support such claim if the City receives an Open Records request for the information and requests a determination by the Attorney General. [Rev. 04-03-98]

The ex

2.2 Bid Net Notification

NOTE: ANY CHANGES IN DUE DATE OR MATERIAL CHANGES FOR ANY RFP'S/SOLICITATIONS WILL BE POSTED ON THE SOLICITATIONS PAGE OF THE CITY OF EL PASO PURCHASING DEPARTMENT'S WEBSITE: http://www.elpasotexas.gov/financial_services/invitations.asp

It is the bidder's responsibility to ensure that they have all pertinent information regarding solicitations, including all amendments prior to submitting their offer. Please check the website, even after submitting a bid, to ensure that you have all amendments as they may be posted at any time, up to and including the day of bid opening.

2.3 Communications

2.3.1 Cone of Silence

~~"Cone of Silence" is imposed upon each RFP, RFQ or Bid after advertising and terminates at the time the Purchasing Manager places a written recommendation on City Council Agenda. The Cone of Silence prohibits any communication regarding RFPs, RFQs or Bids between, among others:~~

1. Potential vendors, service providers, Offerors, lobbyists or consultants and City's staff;
2. Potential vendors, service providers, Offerors, lobbyists or consultants, any member of the City's staff, the Mayor, Council Representatives or their respective staff and members of the respective selection committee; and

The provisions do not apply to, among other communications:

1. Oral communications with the Purchasing Manager or Contract Administrator, provided the communications are strictly limited to matters of process or procedure already contained in the solicitation document;
2. The provisions of the Cone of Silence do not apply to oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations during duly notice public meeting, public presentations made to the Mayor and Council Representatives during a duly noticed public meeting; or
3. Communications in writing at any time unless specifically prohibited by the applicable RFP, RFQ or bid document.

In addition to any other penalties provided by law, violation of the Cone of Silence by any Offeror shall render that Offeror's RFP, RFQ or bid award voidable. Any person having personal knowledge of a violation of these provisions shall report such violations to the City Attorney.

2.3.2 Request for Clarification

In order to meet the City's schedule it is extremely important that requests for clarification or additional information be submitted in writing no later than FEBRUARY 6, 2013. Questions submitted after this date may not elicit a response. All proposals or requests for clarification should be sent to the following:

BY E-MAIL

DENIESE BAISLEY
PROCUREMENT ANALYST
Fax: (915) 541-4347
Email: BAISLEYDX@elpasotexas.gov

IN WRITING (MAIL OR HAND DELIVERY)

City of El Paso
Financial Services Department/Purchasing Division
2 Civic Center Plaza, 7th Floor
El Paso, TX 79901-1196
Attn: DENIESE BAISLEY

2.4 Schedule of Events

The following Schedule of Events represents the City's estimate of the timetable that will be followed in connection with this solicitation:

EVENTS	DATE AND/OR TIME
Release Request for Qualifications	01/22/2013
Last Day for Offerors to Submit Written Questions	02/06/2013
Answers provided	02/13/2013
Submission of proposals	02/20/2013
Evaluations /Negotiations	03/11/2013
Contract Award Date	03/27/2013

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 event in the Schedule of Events in the form of an amendment. Amendment to this RFQ will only be issued and posted on the City's website at: http://www.elpasotexas.gov/financial_services/invitations.asp

2.5 Contract Period (Initial and Option Terms)

The initial term of the Contract will be for: **THIRTY SIX (36) MONTHS**. The contract will include options for the City to extend the contract, at the sole discretion of the City, for an additional one (1) year period, subject to City and the successful Respondent negotiating fees and other terms that are mutually acceptable to the parties.

2.6 Notices of Instruction to Offerors

1. Signature of Offer to person Authorized to Sign

All offers shall bear an original signature, in ink, of a responsible officer or agent of the company. Failure to sign the OFFER portion of the SOLICITATION, OFFER AND AWARD form, or to include a substitute signed document binding the offeror, will be the basis for declaring a proposal non-responsive.

2. Effective Period of Proposals

Proposals should expressly state that the offer (including all rate, fee, or cost proposals submitted in response to this RFQ, as well as the scope and character of the services described in the proposal) will remain in effect until at least 120 consecutive days from the date set for the receipt of offers and may be accepted by the City of El Paso at any time on or before such date.

3. Required Number of Copies

Offer (bid or proposal) must be submitted in original form with five (5) additional copies, unless otherwise stated herein.

4. Offer Submission Instructions

OFFER MUST BE SEALED WHEN PRESENTED TO THE PURCHASING DIVISION. Offers will be received by the City of El Paso until 2:00 P.M., local time, on **WEDNESDAY, FEBRUARY 20, 2013.** ~~Proposals will not be publicly opened and read aloud.~~

5. Addressing Instructions

The envelope containing the offer must be addressed as follows:

CITY OF EL PASO
FINANCIAL SERVICES DEPT/PURCHASING DIVISION
2 CIVIC CENTER PLAZA, 7TH FLOOR
EL PASO, TEXAS 79901-1196
ATTN: PURCHASING MANAGER

Also, write the Request for Qualification Number, Request for Qualification Title, and Proposal Opening Date clearly on a visible section of the envelope.

6. Labeling Of Proposals/Bids [Rev 6/15/05]

The Due Date and Solicitation Number must be written on the outside of the package containing the offer. The City Purchasing Division may open any unlabeled submittal to identify it properly. Offerors are required to identify their package to protect the integrity of their proposals and to fully avail themselves of the evaluation and selection process.

7. Offeror Delivery Responsibility

Bids received at the Purchasing Office after the specified date and time will not be accepted. Package delivery services such as FedEx, UPS, etc. deliver packages addressed to the Purchasing Manager directly to the Purchasing Division. U.S. Postal Service deliveries, including Express Mail, are only delivered to the Mail Room at City Hall and may or may not be delivered by the Mail Room to the Purchasing Division by the time and place proposals are recorded. The offeror accepts all responsibility for delivering its offer to address stated above within the specified time or the offer will be considered non-responsive and will be mailed back unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

8. Descriptive Literature

Descriptive literature, where applicable, containing complete scope of services or other information sufficient for the City to determine compliance with the specifications must accompany each proposal, in DUPLICATE. If an Offeror wishes to furnish additional information more sheets may be added.

The City is not responsible for locating or securing any information that is not identified in the offer and reasonably available to the City, and the City will not be responsible for locating or securing information not included with the offer. In conducting its assessment the City may use data provided by the Offeror and data obtained from other sources, but while the City may elect to consider data obtained from other sources the burden of providing thorough and complete information rests with the Offeror.

9. Offer Documents, Supporting Literature and Related Data

Related data, where applicable, will be made part of the proposal. All documents, literature and related data submitted as an offer become the property of the City of El Paso.

10. Alternate Offers

The City of El Paso is not accepting alternate proposals for review, evaluation and/or consideration.

11. Solicitation Changes or Clarifications

Requests for changes or clarifications to this solicitation are welcomed by the Purchasing Division for its consideration, provided the requests are in writing and received by FEBRUARY 6, 2013. Requests received after that time may not elicit a response. Refer to REQUESTS FOR CLARIFICATION in Communication Section for more details.

12. Acknowledgement of Solicitation Amendments

All Amendments will be acknowledged on the *Solicitation of Offers* form (first page of this solicitation). Failure to do so may cause the proposal to be rejected. It is the Offeror's responsibility to ensure that all information regarding the RFP, including all amendments, is included in the offer. Amendments may be posted at any time up to and including the due date.

13. Proposal/Bid Preparation Cost

This solicitation does not commit the City of El Paso to pay any costs incurred in preparing and submitting the proposal or to contract for the services specified. This RFQ is not to be construed as a contract or a commitment of any kind, nor does it commit the City of El Paso to pay for any costs incurred in the preparation of a formal presentation, or for any costs incurred prior to the execution of a formal contract.

14. Additional Information

For further procedural information concerning this Request for Qualifications contact the point of contact for contract administration (refer to in the Communication Section for contact details).

15. Notification to Unsuccessful Offerors

All awards are made by the City Council of the City of El Paso. All City Council agenda are posted on the City of El Paso's Web Page for review by all Offerors. The URL is: <http://www.elpasotexas.gov>.

16. Acceptance or Rejection of Proposals

The City reserves the right to accept or reject any or all proposals, to waive all minor technicalities, and to accept the proposal or proposal determined to be the most advantageous to the City. Additionally, the City may accept a proposal subject to an exception if, in the sole judgment of the City, the proposal meets or exceeds the City's specifications.

17. Failure to Respond to Solicitations

Any offeror who fails to respond to three consecutive solicitations will be purged from the mailing list. It is

the offeror's responsibility to remain on the mailing list under his requested commodity classes.

18. Time

[RESERVED]

19. Debriefing Requests

A written request for a debriefing should be directed to the Analyst identified in **Request for Clarification in Part 2, Item 2.3.2** within five (5) days after the date of award. Debriefing requests will be scheduled with the appropriate evaluation committee and Purchasing representative.

Only an Offeror who has actually submitted a proposal may appeal an award decision.

Failure to follow the requirements of the Protest procedures established by the City of El Paso, Texas, shall constitute a waiver of all protest rights. Protest must be made after the Council agenda has been posted and by 5 p.m. the day before the Council meeting in which the award will be made. The Offeror must write a letter to Bruce D. Collins, Purchasing Manager, using the phrase "Proposal Protest" to the address listed above. Protest must be sent by certified or registered mail or delivered in person. Note: the recommendation for award is posted on the City's website at least 72 hours before each Tuesdays Council meeting.

The written protest should include 1) the Request for Proposal number and should clearly state, with particularity, the relevant facts believed to constitute an error in the award recommendation, or desired remedy; 2) a specific identification of the statutory or regulatory provision that the Protesting Offeror alleges has been violated and the provisions entitling the Protesting Offeror to relief; 3) a specific factual description, with particularity, of each action by the City that the Protesting Offeror alleges to be a violation of the statutory or regulatory provision that the Protesting Offeror has identified pursuant to item (2) of this paragraph (mere disagreement with the decisions of City employees does not constitute grounds for protest). If there is no disputed issue of the material fact, the Protest must indicate this as well.

Only the information provided within the protest period will be considered for response.

PART 3 - SCOPE OF WORK

3.1 SCOPE OF WORK AND MINIMUM REQUIREMENTS

SCOPE OF WORK

The City of El Paso's Building Permits and Inspection Division, City Development Department solicits Qualifications for third party new single story commercial, two story mixed use and apartment building not greater than three story inspections and complete plan review services. Services shall be inclusive of structural, electrical, mechanical, plumbing, irrigation and landscape review and inspections. Ancillary services of swimming pool and/or solar panel plan review and inspections services are to be included.

Aside from Third Party review and inspection, this solicitation does NOT include Fire Department, Water and Health Department plan review and inspections. When Fire, Water and/or Health department services are required the third party agencies must coordinate the delivery of services with these entities.

The scope provides commercial inspection work and plan review services directly for the City. The services are as follows:

1. Complete plan review in accordance with all Review Requirements.
2. Building inspections (Foundation, Framing and Final) in accordance with City policies and procedures, approved plans, and all applicable codes.
3. Complete electrical, mechanical and plumbing inspections in accordance with City policies and procedures, approved plans and applicable codes.
4. Plan review and inspection of swimming pool and/or solar panels
5. Coordination with applicable city departments when necessary.

Non-Business Hours

See Section 18.02.

Schedule of Permit Fees

See Section 18.02.

Not included within the above scope of services:

- Accepting payments for services on this contract from sources other than the City of El Paso. (prohibited)
- Providing courier service for project plans.
- Conducting plan reviews or inspections on building sites in which the company or its employees have a financial interest.
- Other services provided to builder/contractor.

(Typical Inspection Listing on next page)

Typical Inspection Listing

300	Electrical Temporary Service Inspection
305	Electrical Underground
330	Electrical Partial Inspection
340	Electrical Rough Inspection
345	Electrical Slab Inspection
600	Mechanical Under Slab Duct
610	Mechanical Rough Inspection
615	Mechanical Partial Inspection
700	Sewer Tap to Curb Inspection
705	Plumbing Sewer Inspection
710	Plumbing Underground Inspection
720	Plumbing Rough-In Inspection
725	plumbing Top Out Inspection
730	Plumbing Partial Inspection
745	Plumbing Gas Inspection
810	Foundation Inspection
815	Foundation Partial Inspection
825	Insulation Inspection
830	Structural Inspection
835	Partial Structural Inspection
855	Retaining Wall Footing
910	Sidewalk/Driveway/Ramp Inspection
925	Site Grading Inspection
320	Electrical Final Inspection
630	Mechanical Final Inspection
740	Plumbing Final Inspection
800	Final Building Inspection
915	Sidewalk/Driveway/Ramp Final Inspection
	Landscape Ordinance

840	Sheathing Inspection
845	Energy Inspection
850	Sheetrock Inspection
420	Fire Sprinkler Final

PART 4 - PROPOSAL FORMAT AND SUBMISSION

4.1 Proposal Format and Structure

All submissions must follow the submission guidelines below. The City reserves the right to reject proposals not in compliance with these requirements:

1. Use fonts no smaller than Times New Roman, 10 point. Maximum length including title page, the entire proposal, and appendices should not exceed 100 pages.
2. All pages must be numbered.
3. Address qualifications criteria in the order presented in PART 5 – PROPOSAL EVALUATION.
4. Major sections must have page breaks between them and the following sections.
5. The proposal must be signed and titled by a duly authorized representative of the Offeror.

In addition, the City requires that all proposals contain the following:

6. Title Page – Clearly label with the RFQ number, RFQ title, Offeror's name, mailing address, and fax number, and the name, telephone number, and email address of a contact person.
7. Table of Contents – Identify the page location of each major section.
8. Introduction – Provide brief narrative of background and general qualifications of the Offeror, including any experience with services/products similar in scope and/or size to those requested in this RFQ.
9. Offeror's Proposal – Include all pages from this Request for Qualifications in addition to any other materials submitted by the Offeror. State in succinct terms the Offeror's understanding of the services to be provided and how the Offeror anticipates being able to meet the scope of work as delineated within Part 3 Scope of Work.
10. Contract Clauses and Forms – Include all pages and completed forms. In addition to the above information, describe any prior or pending litigation, civil or criminal, involving a governmental agency or which may affect the performances of the services to be rendered. This includes any instances in which the Offeror or any of its employees, subcontractors, or sub-consultants is or has been involved within the last three years.
11. Client list – include points of contact and relevant information from three or more organizations that have used your company for similar products/services within the last five years.
12. Response must demonstrate your comprehension of the objectives and services from the RFQ. Do not merely duplicate the Scope of Work as presented within this RFQ.
13. Appendices – include any additional information that the Offeror deems important to the decision process but that is not specified elsewhere in the RFQ.
14. Identify by name and title the individual responsible for the administration of the project. (That is, the individual who has the responsibility to oversee the contract, not a firm's contract negotiator, etc.)

15. Identify the project organization and staffing. A project organizational chart is to be provided, along with resumes of the personnel assigned to the project. Level of staff for work to be performed under this Contract. Proposals must describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive experience directly related to this RFQ. A response prepared specifically for this RFQ is required. Marketing resumes often include non-relevant information that may detract from the evaluation of a proposal. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the requirements of this RFQ.
16. A list of references that can be contacted to discuss the performance on similar work. If available, provide a sample of comparable data your firm has generated for a similar project.

References that are not relevant to RFQ should not be included. Therefore, the References provided should be directly related to the requirements in the SOW. The City is particularly interested in government references. The City may obtain other information by sending out questionnaires and/or through other sources. References other than those identified by the Offeror may be contacted by the City with the information received used in the evaluation.

The Offeror shall provide references from at least three contracts, within the last three years that are similar in size, scope and complexity to Part 1 – THIRD PARTY NEW SINGLE STORY COMMERCIAL, TWO STORY MIXED USE AND A MAXIMUM OF THREE STORY APARTMENT BUILDING INSPECTION AND PLAN REVIEW SERVICES (RE-BID)

Additional Information. Offerors are asked not to include loose brochures (e.g. general marketing material). BROCHURE MATERIAL WILL NOT BE CONSIDERED FOR REVIEW. Only pertinent information should be submitted.

4.2 Copies Required.....

Paper – One (1) complete, original copy (signed in blue ink where required) and **Five (5) copies**, both contained in a single sealed submission. All responses shall contain those pages on which prices, other information, or signatures are required.

Electronic – One (1) electronic copy on a CD-ROM or flash drive. Format of the electronic copy must be either .doc (readable by Microsoft Word 2003 or 2007) or .pdf (readable by Adobe Reader 9). The content of the electronic file shall be an exact submission of the hard copies of the proposals (i.e., documents should bear signatures, where applicable and be filled out entirely). In event of discrepancy/conflict between the hard copy and electronic copy will govern.

4.3 Proposal Cost

The term of this contract shall be for: **THIRTY SIX (36) MONTHS** with a one (1) year option to extend the contract if both parties agree in writing prior to the contract expiration date.

4.3.1 Proposal Cost

Offerors should include the total cost of the THIRD PARTY NEW SINGLE STORY COMMERCIAL, TWO STORY MIXED USE AND A MAXIMUM OF THREE STORY APARTMENT BUILDING INSPECTION AND PLAN REVIEW SERVICES (RE-BID). Assumptions made by the Offerors about the needs, functions and/or requirements of the City, outside of those contained in this solicitation or provided to Offerors subsequent to the issuance of this solicitation, and used to calculate costs should be clearly noted in the response.

Proposal Cost

Proposal Cost is not an evaluation factor however; the City requests that respondents **submit a proposal cost for the services requested in this solicitation in a separate envelope** and write the Request for Qualification Number, Request for Qualification Title, and Proposal Opening Date clearly on a visible section of the envelope and mail or hand deliver to the address specified in Section 2.6, #4 Offer Submission Instructions.

SERVICES TO THE CITY

ITEM NO.	DESCRIPTION	SQUARE FOOTAGE	PRICE PER SQUARE FOOT
1.	COMPLETE PLAN REVIEW	UNDER 1,000 SQ. FT.	\$ _____
		BETWEEN 1,001 SQ. FT AND 5,000 SQ. FT.	\$ _____
		BETWEEN 5,001 SQ. FT AND 15,000 SQ. FT	\$ _____
		BETWEEN 15,001 SQ. FT. AND 20,000 SQ. FT.	\$ _____

ITEM NO.	DESCRIPTION	SQUARE FOOTAGE	PRICE PER SQUARE FOOT
2.	COMPLETE BUILDING INSPECTIONS	UNDER 1,000 SQ. FT.	\$ _____
		BETWEEN 1,001 SQ. FT AND 5,000 SQ. FT.	\$ _____
		BETWEEN 5,001 SQ. FT AND 15,000 SQ. FT	\$ _____
		BETWEEN 15,001 SQ. FT. AND 20,000 SQ. FT.	\$ _____

PROMPT PAYMENT

Unless a prompt payment discount is offered and accepted by the City of El Paso, payments will be made to the Contractor within thirty (30) days following acceptance by the City of El Paso of goods or services, and receipt of a properly prepared invoice by the City Department identified in the Invoice Instructions set forth on the Purchase Order, whichever is later. Any discount for prompt payment will be calculated from the day goods or services are accepted or when a properly prepared invoice is received. Payments will be considered to have been made on the date of mailing (postmark) of the payment check or, for an electronic funds transfer, the specified payment date. Invoices are to be submitted in single copy to the appropriate Department.

PAYMENT TERMS: Please mark appropriate block.

- _____ % - 10 Days
- _____ % - 20 Days
- _____ % - 30 Days
- Net - 30 Days

Late Payment fees will incur at the State of Texas statutory rate.

PART 5 - PROPOSAL EVALUATION.....

5.1 Evaluation Factors

The proposal evaluation process is designed to award the contract, not necessarily to the Respondent of least cost, but rather to the Respondent with the best combination of attributes (i.e., qualifications and experience, cost) based upon the evaluation factors specifically established for this RFQ.

Respondents must provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Respondent's information to the Evaluation Factors which will demonstrate the Respondent's understanding of the Evaluation Factors and capacity to perform the required services of this Request for Proposals.

Proposals will be evaluated based on the following Evaluation Factors:

EVALUATION FACTORS	MAXIMUM POINTS
A. Project Approach and Methodology	30 Points
B. Demonstration of Knowledge	25 Points
C. Corporate Experience and Capability	20 Points
D. Quality of Key Personnel	10 Points
E. References	10 Points
F. Quality and Presentation of Response	5 Points
TOTAL POINTS	100 Points

The establishment, application and interpretation of the above Evaluation Factors shall be solely within the discretion of The City of El Paso ("the City"). The City reserves the right to determine the suitability of proposals on the basis of all these factors.

5.2 Evaluation Factor Description

The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

EVALUATION FACTOR A

Project Approach and Methodology.....30 Points

Describe how you would provide the required services.

1. Description of the proposed contract team, including roles and time commitments for each proposed team member 10 Points
2. Plan of approach for achieving required outcomes, including major tasks, subtasks and schedule. 10 Points
3. Explanation of how the quality of services will be assured. 10 Points

EVALUATION FACTOR B

Demonstration of Knowledge..... 25 Points

1. Demonstration of Knowledge of plan review, building inspections, zoning review, land development review, swimming pool inspections, and solar panel inspections as evidenced with appropriate ICC certifications and/or equivalent. 12.50 Points
2. Industry specific knowledge in the area of local government, or other similar organizations in services shown in Section 4.1 for municipality or government agency. 12.50 Points

EVALUATION FACTOR C

Corporate Experience and Capability20 Points

1. Provide information that documents your firm's and any subcontractor's qualifications to produce the required outcomes, including the ability, capacity, strength, and number of years of experience in providing the required services. 10 Points
2. Identify demonstrated experience relevant to the services delineated within the Request for Qualification. 10 Points

EVALUATION FACTOR D

Quality of Key Personnel.....10 Points

Provide resumes of all team members that are to provide services.

EVALUATION FACTOR E

References10 Points

Response and quality of references to offeror's ability to:

1. Complete projects on-time, within budget 2.50 Points
2. Provide cohesive and seamless process in providing services 2.50 Points
3. Produce high-quality results 2.50 Points
4. Change Orders initiated by contractor 2.50 Points

EVALUATION FACTOR F

Quality and Presentation of Response5 Points

1. Readability, completeness, understanding of project requirements 2.50 Points
2. Adherence to response format requirements, and presenting realistic timeline 2.50 Points

TOTAL MAXIMUM POSSIBLE POINTS.....100 Points

5.3 Evaluation and Award Process-General Information

- A. All offers are subject to the terms and conditions of this solicitation. Material exceptions to the terms and conditions, or failure to meet the City's minimum specifications, shall render the offer non-responsive to the solicitation.
- B. Any award made under this solicitation shall be made to the Offeror who provides goods or services, other than professional services as defined by Section 2254.002 of the Government Code, that are determined to be the most advantageous to the City. Factors to be considered in determining the proposal most advantageous to the City are included below.
- C. After the highest ranked offeror is selected by the evaluation committee, prompt payment discounts will be considered when making a determination that the negotiated price is fair and reasonable, providing the City is allowed at least ten (10) days in which to take advantage of the discount.
- D. As part of the requirement to establish the responsibility of the Offeror, the City of El Paso may perform a price analysis to determine the reasonableness of the price(s) of the highest ranked Offeror's professional services. Prices that appear to be unreasonably low may be determined to be evidence that pricing is not fair and reasonable and cause the Offer to be rejected.

5.3.1 Evaluation and Award Process

- A. An Evaluation Committee shall be established to evaluate responses based solely on the Evaluation Factors set forth below. Factors not specified in the RFQ will not be considered. The City reserves the right to waive any minor irregularities or technicalities in the offers received. Responses will be evaluated on an individual basis against the requirements stated in the RFQ.
- B. Minor problems of completeness or compliance may be called to the attention of Offerors for clarification. Substantial deviations from specifications or other requirements of this RFQ will result in disqualification of an offeror's response.
- C. Award of a contract for professional services will be made on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price. Detailed evaluation of the responses to this RFQ will involve a determination of the most favorable combination of various elements contained in this RFQ.
- D. During the evaluation process, the City reserves the right, where it may serve in the City's best interest, to request additional information or clarifications from Offerors, or to allow corrections of errors or omissions.
- E. All responses meeting the minimum specifications of the scope of work will be ranked based on the evaluation criteria listed. After initial evaluations, the Evaluation Committee will determine a competitive range. The competitive range includes the proposals that have a reasonable chance of being selected for award considering all aspects of the RFQ. If required, only those respondents within the competitive range may be selected for an oral presentation and/or interview.
- F. A presentation/interview process may be arranged to assist the Evaluation Committee in differentiating those respondents within the competitive range. Points may be deducted or added to respondent's preliminary score as deemed necessary by the Evaluation Committee.

- G. At the completion of the evaluation period, the City will enter into negotiations with the highest ranked offeror. If the City cannot come to an agreement with that offeror it will formally end negotiations with that respondent and begin negotiations with the next highest ranked respondent.
- H. The City reserves the right to negotiate the final scope of services, price, schedule, and any and all aspects of this solicitation with the highest ranked respondent.
- I. Responses to this RFQ that are considered non-responsive will not receive consideration. The City reserves the right at any time during the evaluation process to reconsider any proposal submitted. It also reserves the right to meet with any Respondent at any time to gather additional information. Furthermore, the City reserves the right to delete, add or modify any aspect of this procurement through competitive negotiations up until the final contract signing.
- J. The successful Offeror's response to this RFQ will be incorporated into the final contract. Any false or misleading statements found in the proposal will be grounds for disqualification or contract termination. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this RFQ, unless clearly and specifically noted in the proposal and confirmed in the contract between the City and the Offeror selected.
- K. The City reserves the right to award this contract to one Respondent or to make multiple awards. The city may reject any or all offers if such action is in the City's interest, award, waive informalities and minor irregularities in offers received, and award all or part of the requirements stated.

PART 6 - MANDATORY SUBMITTALS

- 6.1 Acknowledgement by Offeror.....
- 6.2 Business Information Certification
- 6.3 Non-Collusion and Business Disclosure Affidavit
- 6.4 Indebtedness Affidavit.....

Attachment "A" - CONTRACT CLAUSES.....
Attachment "B" - COMMERCIAL BUILDING PERMIT AND INSPECTION PROCESSES.....

Responsibility Determination

The responsibility determination includes consideration of a Respondent's integrity, compliance with public policy, past performance with the City (if any), financial capacity and eligibility to perform government work (e.g., debarments/suspension from any Federal, State, or local government). The City reserves the right to perform whatever research it deems appropriate in order to access the merits of any Respondent's proposal.

A. Financial Capacity Determination

FINANCIAL INFORMATION

Financial Statements. Please provide financial statements for your organization for at least the last two (2) fiscal years as follows:

If a **publicly** held organization:

- (1) Consolidated financial statements as submitted to the Securities and Exchange Commission (SEC) on Form 10K.
- (2) The most recent Forms 100 since the last Form 10K was submitted.
- (3) Any Form 8K's in your last fiscal year.

If a **privately** held organization:

- (1) Balance sheet for your last two fiscal years certified by an independent Certified Public Accountant.
- (2) Statement of income of your last two fiscal years certified by an independent Certified Public Accountant.

Management discussion and analysis of your organization's financial condition for the last two years indicating any changes in your financial position since the certified statements were prepared.

If not considered proprietary, any recent Management Letters.

Evidence of Financial Responsibility.

Submit evidence of financial responsibility. This may be a credit rating from a qualified firm preparing credit rating or a bank reference.

The City reserves the right to confirm and request clarification of all financial information provided (including requesting audited financial statements certified by an independent Certified Public Accountant), or to request documentation of the Offeror's ability to comply with all of the requirements in the Proposal Documents.

Incomplete disclosures may result in a proposal being deemed non-responsive.

Note: Dun & Bradstreet has the capability to obtain information on past performance on specific contractors. Accordingly, the City requires Offerors to provide a copy of a recent past performance report prepared by Dun & Bradstreet. The Past Performance Evaluation Report provided to the Offeror by Dun & Bradstreet shall be submitted, not later than 14 calendar days after request by the City. The Offeror shall be responsible for the cost of Dun & Bradstreet's preparation of the report.

B. Technical Capacity Determination

The City may conduct a survey relating to the Respondent's record of performance on past and present projects that are similar to the scope of work identified in this RFQ, which may include services/projects not identified by the Respondent. The City reserves the right to perform whatever research it deems appropriate in order to assess the merits of any Respondent's proposal. Such research may include, but not necessarily be limited to, discussions with outside Respondents, interviews and site visits with the Respondent's existing clients and analysis of industry reports. The City will make a finding of the Respondent's Technical Resources/Ability to perform the RFQ scope of work based upon the results of the survey.

A Respondent will be determined responsible if the City determines that the results of the Technical Resources/Ability survey reflect that the Respondent is capable of undertaking and completing the RFQ scope of work in a satisfactory manner.

6.1

ACKNOWLEDGEMENT BY OFFEROR

The undersigned hereby acknowledges and agrees that:

1. The Request for Proposals has been reviewed by the undersigned prior to the execution of this proposal;
2. The City may reject any or all proposals submitted;
3. The City may award the privilege to the Offeror that, in the sole opinion of the City, provides best value to the City and the public interest;
4. The decision of the City in selection of the successful Offeror shall be final, and not subject to review or attack; and
5. This proposal is made with full knowledge of the foregoing and in full agreement thereto.

By submission of this proposal, the Offeror acknowledges that the City of El Paso has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the proposal and related documents, and authorizes release to the City of El Paso of information sought in such inquiry or investigation.

ATTESTED BY: _____

By: _____

Name: _____

Title: _____

(Corporate seal, if applicable)

6.2

BUSINESS INFORMATION CERTIFICATION

Mark all that apply.

- | | |
|---|--|
| <input type="checkbox"/> Manufacturer or Producer | <input type="checkbox"/> Disadvantaged Business Enterprise |
| <input type="checkbox"/> Wholesaler | <input type="checkbox"/> Asian - Pacific American |
| <input type="checkbox"/> Retailer | <input type="checkbox"/> Black American |
| <input type="checkbox"/> Franchised Distributor | <input type="checkbox"/> Hispanic American |
| <input type="checkbox"/> Factory Representative | <input type="checkbox"/> Native American |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Woman Owned Business |
| <input type="checkbox"/> Large Business | <input type="checkbox"/> Handicapped |
| <input type="checkbox"/> Small Business | <input type="checkbox"/> Local Business Enterprise |
| | <input type="checkbox"/> HUB State Certified Historically Underutilized Business
(please furnish copy of Certification) |

SMALL BUSINESS CONCERN: Less than \$1,000,000.00 in annual receipts or fewer than one hundred [100] full time employees.

DISADVANTAGED BUSINESS ENTERPRISE: At least fifty-one percent [51%] owned by one or more socially disadvantaged individuals, or a publicly held corporation with at least fifty-one percent [51%] of the stock owned by one or more such individuals.

WOMAN-OWNED BUSINESS: At least fifty-one percent [51%] owned by a woman, or women, who also control and operate the business. "Control" in this context means making policy decisions. "Operate" in this context means actively carrying on day to day management

HANDICAPPED: At least fifty-one percent [51%] owned by a person or persons with an orthopedic, otic [hearing], optic [visual], or mental impairment which substantially limits one or more of their major life activities.

LOCAL BUSINESS ENTERPRISE: A legal entity, a least fifty-one percent [51%] of which is owned by a resident, or residents of El Paso County, and which concern has been physically located within the legal boundaries of El Paso county for at least twelve [12] months.

HUB [HISTORICALLY UNDERUTILIZED BUSINESS]: A Business Enterprise, which has been granted a Certificate by the State of Texas, as a Historically Underutilized Business. The City of El Paso utilizes information on Historically Underutilized Businesses (HUB), from the State of Texas Comptroller of Public Accounts (CPA), HUB Program, 1711 San Jacinto Ave, P.O. Box 13186, Austin, Texas 78711. The City encourages you to contact the State if you feel you may qualify.

I certify that the foregoing information is a full, true and correct statement of the facts.

Signature of Person Authorized to Sign Application

Title

Date



**City Of El Paso
Financial Services Department – Purchasing Division**

6.3 NON-COLLUSION AND BUSINESS DISCLOSURE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared _____, a person known to me to be the person whose signature appears below; whom after being duly sworn upon his/her oath deposed and said:

1. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
2. I am a duly authorized representative of the following company or firm (the "Offeror") which is submitting a response to *2013-128R THIRD PARTY NEW SINGLE STORY COMMERCIAL, TWO STORY MIXED USE AND A MAXIMUM OF THREE STORY APARTMENT BUILDING INSPECTION AND PLAN REVIEW SERVICES (RE-BID) –CITY DEVELOPMENT DEPARTMENT* :

(Name of Offeror).

3. **BY SUBMITTING THIS BID, I CERTIFY THAT OFFEROR AND ITS AGENTS, OFFICERS OR EMPLOYERS HAVE NOT DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENTS, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS PROPOSAL OR WITH ANY CITY OFFICIAL.**
4. I have listed in *Paragraph 10* below all the names the Offeror uses and has used in the past and certify that I have disclosed all such names, including any assumed (DBA) names.
5. **Certificate of Organization.** In completing this Affidavit, I have attached a copy of the organization certificate issued by the Secretary of State of the state in which the company was organized (i.e. Certificate of Formation, Certificate of Good Standing, Statement of Operation or Registration and/or a copy of Assumed Name Certificate if the Offeror/Offeror used a trade name in the Solicitation documents is other than the name under which company was organized).
6. **Material Change in Organization or Operation.** *Except as described in Paragraph 10 below*, I certify that Offeror is not currently engaged nor does it anticipate that it will engage in any negotiation or activity that will result in the merger, transfer of organization, management reorganization or departure of key personnel within the next twelve (12) months that may affect the Offeror's ability to carry out the contract with the City of El Paso.
7. **Debarment/Suspension.** *Except as described in Paragraph 10 below*, I certify that Offeror and its subcontractors, officers or agents are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any covered transactions by any federal, state or local department or agency. If such an event has occurred, state in *Paragraph 10* below, the reason for or the circumstances surrounding the debarment or suspension, including but, not limited to, the name of the governmental entity, the period of time for such debarment or suspension and provide the name and current phone number of a governmental contact person familiar with the debarment or suspension.

I understand the Offeror is obligated to immediately inform the City in the event that the Offeror is included in such a debarment/suspension list during the performance of this Contract with the City of El Paso.

8. **Default/Termination of Contracts.** *Except as described in Paragraph 10 below*, I certify that, within the last 24 months, there are no Contract(s) between the Offeror and a governmental entity that have been terminated, with or without the Offeror's default. If such a contract has been terminated within the last 24 months, state in *Paragraph 10* below the reason for or circumstances surrounding the termination.

9. **Taxpayer Identification.** In completing this Affidavit, I have also attached a copy of a completed Form W-9 that shows the Offeror's taxpayer identification number (Employer Identification Number or Social Security Number). I understand that failure to provide this information may require the City to withhold 20% of payments due under the contract and pay that amount directly to the IRS.

10. Additional Information (state the number of paragraph above which corresponds to the information provided)

(Attach additional pages if needed)

Attached are the following:

- Certificate of Organization (required by Paragraph 5)
- Taxpayer Identification (required by Paragraph 9)

I understand that by providing false information on this Affidavit, I could be found guilty of a Class A misdemeanor or state jail felony under the Texas Penal Code, Section 37110. In addition, by providing false information on this Affidavit, the Offeror it could be considered not responsible on this and future solicitations, and such determination could result in the discontinuation of any/all business or contracts with the Offeror by the City of El Paso.

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20____.

Signature _____

Notary Public _____

Printed Name _____

Commission Expires _____



(Rev. Sept. 2009)

**City Of El Paso
Financial Services Department – Purchasing Division**

6.4 INDEBTEDNESS AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned authority, on this day personally appeared _____ [FULL NAME] (hereafter “Affiant”), a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed stated as follows:

1. Affiant is authorized and competent to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Affiant is an authorized representative of the following company or firm: _____ [Contracting Entity's Corporate or Legal Name] (hereafter, “Contracting Entity”).
3. Affiant is submitting this affidavit in response to the following bid: *Solicitation No. 2013-128R THIRD PARTY NEW SINGLE STORY COMMERCIAL, TWO STORY MIXED USE AND A MAXIMUM OF THREE STORY APARTMENT BUILDING INSPECTION AND PLAN REVIEW SERVICES (RE-BID) – CITY DEVELOPMENT DEPARTMENT*, which is expected to be in an amount that exceeds \$50,000.00.
4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

- | | |
|--|--|
| For Profit Entity (select below):
<input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Corporation
<input type="checkbox"/> Partnership
<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Joint Venture
<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Other (Specify type in space provided below):
_____ | For Non-Profit Entity or Other (select below):
<input type="checkbox"/> Non-Profit Corporation
<input type="checkbox"/> Unincorporated Association |
|--|--|

5. The information shown below is true and correct for the Contracting Entity. If Contracting Entity is a sole proprietorship or partnership, list all owners of 5% or more of the Contracting Entity. Where the Contracting Entity is an unincorporated association, the required information has been shown for each officer. [Note: In all cases, use FULL name, business and residence addresses and telephone numbers.]

Contracting Entity:

Name	
Business Address [No./Street]	
City/State/Zip Code	
Telephone Number	
Resident Address (if applicable)	
City/State/Zip Code	
Telephone Number	
Federal Tax ID Number	
Texas Sales Tax Number	

5% Owner(s) or Officers of Unincorporated Association ** (If none, state "None"):

Name	
Business Address [No./Street]	
City/State/Zip Code	
Telephone Number	
Resident Address (if applicable)	
City/State/Zip Code	
Telephone Number	

**Attach additional pages if necessary to supply the required names and addresses.

6. Affiant understands that in accordance with Ordinance No. 016529 of the City of El Paso (the "City"), the City may refuse to award a contract to or enter into a transaction with Contracting Entity that is an apparent low Offeror or successful Offeror that is indebted to the City.
7. Affiant understands that the term "*Debt*" shall mean any sum of money, which is owed to the City by a Contracting Entity, Owner, or Vendor, that exceeds one hundred dollars (\$100.00) and that has become Delinquent, as defined hereinafter. Such Debt shall include but not be limited to: (i) property taxes; (ii) hotel/motel occupancy taxes; and (iii) license and permit fees.
8. Affiant understands that the term "*Delinquent*" shall mean any unpaid Debt that is past due for sixty (60) days or more and, which is not currently subject to challenge, protest, or appeal.
9. Affiant represents that to the best of its knowledge, the Contracting Entity is not indebted to the City in any amounts as described in Item No. 7 above, as of the date of the submittal. If the Contracting Entity is indebted to the City, the following represents the type and estimated amount of indebtedness:

10. If the Contracting Entity is indebted to the City, describe any payment arrangements that have been entered into to settle the Debt.

11. In the event that the City refuses to do business with a Contracting Entity due to any indebtedness listed above or as determined by the City Financial Services Department, the Contracting Agency may appeal this determination in accordance with the appeal regulations in Ordinance 016529.

Affiant certifies that he is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein; and that the information provided herein is true and correct to the best of Affiant's knowledge and belief. Affiant understands that providing false information on this form shall be grounds for debarment and discontinuation of any/all business with the City of El Paso.

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20____.

Signature _____

Notary Public _____

Printed Name _____

Commission Expires _____

CITY OF EL PASO PURCHASING DEPARTMENT
VENDOR INFORMATION FORM

This form must be accompanied by an IRS Form W-9 and Conflict of Interest Questionnaire.

Add Update Inactivate Vendor Contractual-Employee City-of-El-Paso-Employee

Send To: Suky Flores, Sr. Office Asst. - Purchasing Telephone #: 915-541-4179 Fax #: 915-541-4347

From: Name: _____ City Department: _____ Tel. # _____

VENDOR SALES ADDRESS: If same as W-9 check box

Company Name: _____

Street: _____

City: _____ State _____ Zip Code _____

Contact Name & Title: _____

Telephone # (_____) _____ Fax # (_____) _____

E-Mail Address: _____ Web Page: _____

VENDOR STATUS:

(Yes)(No) Small business concern (Less than \$1,000,000.00 Annual Receipts or 100 employees.)

(Yes)(No) Disadvantage business concern (At least 51% owned by one or more socially disadvantaged individuals; or, a publicly-owned business at least 51% of the stock owned by one or more of such individuals.) If your company is certified please send us a photo copy. We must have an updated copy of the certificate on file. DBES include (Please mark one:)

() Black Americans () Hispanic Americans

() Native Americans () Asian-Pacific Americans

(Yes)(No) Woman-owned business (At least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.)

(Yes)(No) Handicapped (At least 51% owned by a person or persons with an orthopedic, hearing, mental or visual impairment which substantially limits one of more of his/hers/their major life activities.)

(Yes)(No) Local business enterprise (At least 51% of which is owned by a resident or residents of El Paso County and the principal place of business is in El Paso County.)

(Yes)(No) Hub (Historically underutilized business) If your company is certified please send us a photo copy. We need to have an updated copy of the certificate on file.

CITY OF EL PASO EMPLOYEES (IRS-Withholding not required for the following items)

Pension Refund Mileage Reimbursement Settlement Travel Request Tuition Reimbursement

CONTRACTUAL EMPLOYEES OR VENDORS

- Based on W-9, Individual/Sole Proprietor or Partnership are marked as withholding. Corporation is not marked as withholding.
- Vendors for Rent, Medical Services, Attorney Fees are always marked as withholding, even if they are a Corporation

IRS-Withholding required information - Mark one of the following which applies to the type of payment that will be made to the vendor: (Incomplete forms will be returned to requester),

Wages (Withholding / Default Class 7)

Juror (No Withholding / No Default Class)

Goods (No Withholding / No Default Class)

Services (Withholding / Default Class 7)

Settlement / Attorney Proceeds (Withholding / Default Class 14)

Rental Property (Withholding / Default Class 1)

Medical & Healthcare (Withholding / Default Class 6)

Stipend (No Withholding / No Default Class)

Garnishment Vendor (No Withholding / No Default Class)

Corporation (No Withholding/No Default Class)

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification:	
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
	-
Employer identification number	
	-

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

Amended 01/13/2006

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date



ATTACHMENT A - CONTRACT CLAUSES

1. TYPE AND TERM OF CONTRACT

This is a Request for Qualification Contract under which the City shall order all of its supplies and/or services described in Section A from the successful bidder, hereinafter referred to as the Contractor, for the duration of the contract.

In the event the City has not obtained another service contractor by the expiration date of the term contract, the City, at its discretion, may extend the contract on a month-to-month basis not to exceed six (6) months until such time as a new contract is awarded.

The term of this agreement shall be for THIRTY-SIX (36) MONTHS commencing on the date the Contractor receives a written NOTICE OF AWARD. Delivery of the NOTICE OF AWARD shall be by Certified Mail, and the date of receipt shall be established as the date of Delivery shown on the US Postal Service Domestic Return Receipt form or facsimile confirmation.

2. INVOICES & PAYMENTS

- A. The Contractor will submit invoices, in single copy, on each contract after each delivery. Invoices covering more than one purchase order will not be accepted.
- B. Invoices will be itemized, including serial number of unit; transportation charges, if any, will be listed separately.
- C. Invoices will reflect the Contract Number and the Purchase Order Number.
- D. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.
- E. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
- F. A copy of the bill of lading and the freight waybill when applicable will be attached to the invoice.
- G. Payment will not be due until the above instruments are submitted after delivery and acceptance.
- H. Mail invoices to the City Department indicated in the Invoice Instructions set forth on the Purchase Order.
- I. Contractor shall advise the Comptroller of any changes in its remittance addresses.

3. CONTRACTUAL RELATIONSHIP

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor nor his employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

4. INDEMNIFICATION [Rev. 04-15-99] [Rev. 01-04-04]

Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

5. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

6. WARRANTY-PRICE

- A. The price to be paid by the City will be that contained in the Contractor's bid which the Contractor warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty the prices of the items will be reduced to the Contractor's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.
- B. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

8. TERMINATION [Rev. 06/07/97]

A. Termination for Convenience

The City of El Paso may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City of El Paso to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of El Paso, the Contractor will account for the same, and dispose of it in the manner the City of El Paso directs.

B. Termination for Default

If the Contractor fails to comply with any provision of the contract the City of El Paso may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The Contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. The City shall have the right to immediately terminate the Contract for default if the Contractor violates any local, state, or federal laws, rule or regulations that relate to the performance of this Agreement.

9. ADDITIONAL REMEDIES [New 12/96]

If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have all of the remedies available to a buyer pursuant to the *UNIFORM*

COMMERCIAL CODE including the right to purchase the goods from another vendor in substitution for those due from the Contractor. The cost to cover shall be the cost of substitute goods determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of cover and the contract cost by deducting the same from amounts owed to Contractor for goods delivered prior to termination or any other lawful means.

10. TERMINATION FOR DEFAULT BY CITY [Rev. 06/09/97]

If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the Purchasing Manager describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date.

11. FORCE MAJEURE [Rev. 06/07/97]

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract.

12. ASSIGNMENT-DELEGATION

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

13. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the

claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

14. INTERPRETATION-PAROL EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

15. APPLICABLE LAW

The law of the State of Texas will control this contract along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso.

16. ADVERTISING

Contractor will not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

17. AVAILABILITY OF FUNDS

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there will be no penalty nor removal charges incurred by the City.

18. VENUE

Both parties agree that venue for any litigation arising from this contract will lie in El Paso, El Paso County, Texas.

19. ADDITIONAL REMEDY FOR HEALTH OR SAFETY VIOLATION

If the Manager of Purchasing determines that Contractor's default constitutes an immediate threat to the health or safety of City employees or members of the public he may give written notice to Contractor of such determination giving Contractor a reasonable opportunity to cure the default which shall be a period of time not less than 24 hours. If the Contractor has not cured the violation within the time stated in the notice, the City shall have the right to terminate the contract immediately and obtain like services as necessary to preserve or protect the public health or safety from another vendor in substitution for those due from the Contractor at a cost determined by reasonable informal procurement procedures. The City may recover the difference between the cost of substitute services and the contract price from Contractor as damages. The City may deduct the damages from Contractor's account for services rendered prior to the Notice of Violation or for services rendered by Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure of the City to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

20. COMPREHENSIVE GENERAL LIABILITY INSURANCE

2013-128R, THIRD PARTY NEW SINGLE STORY COMMERCIAL, TWO STORY MIXED USE AND A MAXIMUM OF THREE STORY APARTMENT BUILDING INSPECTION AND PLAN REVIEW SERVICES (RE-BID)

For the duration of this contract and any extension hereof, Contractor shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

- \$1,000,000.00 – Per Occurrence
- \$1,000,000.00 – General Aggregate
- \$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to the above-required insurance, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

Notices and Certificates required by this clause shall be provided to:

City of El Paso
Financial Services Department/Purchasing Division
2 Civic Center Plaza, 7th Floor
El Paso, Texas 79901-1196
Attn: DENIESE BAISLEY, PROCUREMENT ANALYST

Please refer to Bid Number/Contract Number and Title in all correspondence.

Failure to submit insurance certification may result in contract cancellation.

21. WORKERS' COMPENSATION

For the duration of this contract and any extension hereof, Contractor shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law: \$500,000.00. Out-of-state Contractors that provide goods through US mail, UPS, etc. are exempt from this requirement.

22. CONTRACT ADMINISTRATION

The point of contact for the administration of this Contract, on behalf of the City of El Paso, is:

DENIESE BAISLEY
PROCUREMENT ANALYST
Telephone: (915) 541-4263
Fax: (915) 541-4347
Email: BAISLEYDX@elpasotexas.gov

Mail correspondence should be addressed to:

City of El Paso
Financial Services - Purchasing Division
2 Civic Center Plaza, 7th Floor
El Paso, TX 79901-1196
Attn: DENIESE BAISLEY, PROCUREMENT ANALYST

Please refer to Bid Number/Contract Number and Title in all correspondence.

23. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The Contractor agrees that it, its employees, officers, agents, and subcontractors, will comply with all applicable federal and state laws and regulations and local ordinances of the City of El Paso in the performance of this Contract, including, but not limited to, the American with Disabilities Act, the Occupational Safety and Health Act, or any environmental laws.

The Contractor further agrees that it, its employees, officers, agents, and subcontractors will not engage in any employment practices that have the effect of discriminating against employees or prospective employees because of sex, race, religion, age, disability, ethnic background or national origin, or political belief or affiliation of such person, or refuse, deny, or withhold from any person, for any reason directly or indirectly, relating to the race, gender, gender identity, sexual orientation, color, religion, ethnic background or national origin of such person, any of the accommodations, advantages, facilities, or services offered to the general public by place of public accommodation.

24. RIGHT TO AUDIT

The Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and copy any directly pertinent books, computer and digital files, documents, papers, and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits. The City will pay Contractor for reasonable costs of any copying the City performs on the Contractor's equipment or requests the Contractor to provide. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

The Contractor agrees that it will include this requirement into any subcontract entered into in connection with this Contract.

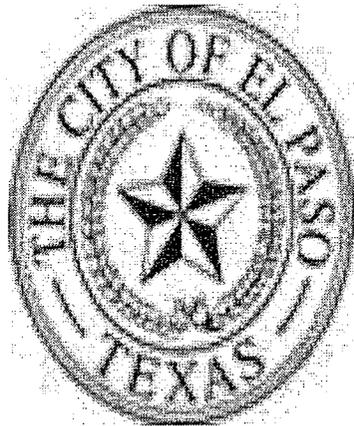
25. COOPERATIVE PURCHASING

When stated specifically in the solicitation, the City of El Paso may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies or agencies of the State of Texas for the purpose of combining requirements to increase the efficiency or reduce administrative expenses. The Contractor must deal directly with each participating governmental entity named in the solicitation concerning the placement of orders, issuance of the purchase order, insurance certificates, contractual disputes, invoicing and payment or any other terms or conditions the participating agency may require. The actual utilization of this contract award by the participating governmental entity is at the sole discretion of that participating entity.

The City of El Paso is acting on behalf of the participating governmental agency for the sole purpose of complying with Texas competitive bidding requirements and shall not be held liable for any costs, damages, etc. incurred by the Contractor with regard to any purchase by the participating agency. The City of El Paso shall be legally responsible only for payment for goods and services in the quantities detailed in the City's own purchase order or contract.

Commercial Building Permit & Inspections
Process

Commercial Plan Reviews



Building Plan Review

Introduction and Administrative Requirements

All plan reviews shall be performed using the most current and applicable Ordinances and Codes as adopted by the City of El Paso including the following:

Title 18.02	Building Code
Title 19	Subdivision regulations
Title 20	Zoning Ordinance
Title 21	Smart Code

Please see list of applicable International Codes listed on the following page

Primary references are not exhaustive of required resources of information to successfully complete Plan Reviews.

Contractors (Third Party's) are expected to employ staff sufficiently competent to perform all of the required plan reviews for which the bid is submitted. Their required education and skill set is not described in this scope.

The Requirements that follow are a best effort to outline and summarize the tasks involved as well as the applicable codes and ordinances but are not exhaustive of all duties and references that may be required to successfully complete each set

Acella software and the policies and procedures of the department are expected to change over time, and successful bidders are expected to adapt their Plan Reviews including these requirements, and the processing of applications to changes as they occur.

Additionally, Third Party Agencies are required to submit record electronic drawings suitable for city archiving prior to any certificates of occupancy being issued.

Commercial Plan Review

- I. Case Creation
- II. Reviews Include
 - 1) Zoning Review
 - 2) Health
 - 3) Engineering / Land Development
 - 4) Landscaping and Irrigation
 - 5) Fire Review
 - 6) Electrical Review
 - 7) Plumbing Review
 - 8) Mechanical Review
 - 9) Architectural Review
 - 10) Accessibility Review

III. Additional Departmental Reviews

- 1) Health
- 2) Fire
- 3) PSB (Water Department)
- 4) Traffic
- 5) Airport
- 6) Communications
- 7) Historical
- 8) NCO Districts
- 9) Impact Fees

IV. Submit Project

- 1) Valuation and Project Fee Establishment
- 2) Record Drawings for Archival

Case Creation

Check Accela for current permits on address

- Prevent duplicate request
- If application is not a duplicate request, application is ready for case creation

Verify Address

- If address is in Accela, permit is created
- If address is not in Accela, address is verified with Planning Department.
- If address is not valid, address assignment is needed by Planning Department and application is voided
- If address is valid, address is created in Accela and ready for permit creation

Create Permit

- Address
- Scope of Work
- Customer (Contractor)
- Phone Number
- CPR / PBA

Assign permit to plan reviewer and add needed labels

- Write permit number on plans
- Route plans as appropriate

Development Review (Title 19)

- Site plan to scale with, bearings; dimensions; curve data; easements; address
- Legal description of property (lot, block, subdivision, tract survey)
- Conc. Apron & driveway
- Conc. Apron width 10' min, 20' max; 3-car garage 30' max; duplex conc. apron 25' max; 10' min
- Driveways width, surface material; slope, setback from, property lines 20' min from adjacent lots 2.5'; same lot b/w driveways 10'; half-moon 15' (distances)
- Location of development inlets along gutter
- Flood zone designation

- Elevations: finish floor, finish grade, top of curve
- Retaining walls; linear feet; locations difference in elevation; detail required beginning at three feet; need to be callout at 2.5' + on site plan; 4 ft and above require a P. E. seal
- Cross-sections callout on site plan and provided; shown on site plan as per section
- W/C ramps locations and details
- 5'x5' ADA pass pad show and callout on site plan
- Sidewalks on street ROW; width; linear ft
- Grading & drainage plan signed sealed by P.E. (only when required)
- Plans shall be drawn and organized to accepted architectural drafting standards
- Assumed elevations will be accepted only when info is not available at city engineering map room and is not in a flood zone
- Metes and bounds with boundary survey sealed, when lot bearing and dimensions do not match recorded plat
- NO permits will be issued until subdivisions improvements are approved and a recorded plat is on file
- Conc. Apron setback all corner lots at street intersections 5' from return
- Elevations markers with elevations on site plan
- Elevation marker detail
- Typical lot layout with cross sections
- Driveway details
- Front pond shall connect to rear pond thru swale
- Onsite ponding notes from subdivision
- Geotechnical report (soil report with foundation recommendations) and percolation rate test sealed by P.E. (only when required in subdivision)
- Onsite ponding rock wall detail
- Callout weep hole locations at interior side lot rock walls
- Grading & drainage plan (only when required in subdivision) signed sealed by P.E.

Zoning (Title 20)

- Obtain zone and any special designation from GIS
- Check for Historical overlay, Special Permit, Contract or any other special designation (refer to Historical or check last recorded plat for special designation)
- Verify permitted use
- Verify setbacks (see Appendix B table on city website)
- Verify Legal Description
- Verify lot width, length and size for existing zone
- Verify north arrow accuracy
- Verify length of driveway (minimum 20 feet in length)
- Square footage of any encroachments of open structures at front, rear, or side of property shall be identified

COMMERCIAL ARCHITECTURAL PLAN REVIEW REQUIREMENTS
Part I, Subpart A

Primary References include:

El Paso Ordinances Titles 18, 19, 20 and 21
International Building Codes (2009 Edition)
International Building Code (IBC)
International Plumbing Code (IPC)
International Mechanical Code (IMC)
International Fuel Gas Code (IFGC)
International Energy Conservation Code (IECC)
National Electrical Code (2008 Edition)
American Concrete Institute (ACI 318)
American Disabilities Act (TAS/A117.1, 2009)
International Fire Code (2009 Edition)

FOUNDATION PLAN

- 1) Foundation plan matches floor plan
- 2) Thickness of slab
- 3) Specify concrete strength
- 4) Garage/Patio/Porch floor sloped away from buildings
- 5) Interior and Exterior footings shown on Foundation Plan
- 6) Noted slab reinforcement (wire mesh, rebar, post tension)
- 7) Post Tension foundations must be sealed, signed dated by professional engineer
- 8) Footing details

FLOOR PLAN

- 1) Overall dimensions must match site plan
- 2) Room names or use of areas
- 3) Room/areas dimensions
- 4) Ceiling heights
- 5) Corridor dimensions
- 6) Door and window dimensions
- 7) Egress requirements
- 8) Exhaust fans where required
- 9) Carbon monoxide detectors and smoke detectors
- 10) Safety glazing locations
- 11) Stair details (landing width, stair width, tread width, riser height, guardrails, balusters)
- 12) Fireplace section/details
- 13) COMcheck
- 14) Utility room appliances/ locations
- 15) Egress requirements
- 16) Fire separations

WALL SECTION

- 1) Insulation must match COMcheck
- 2) Weep screed

- 3) Anchor bolt size and embedment
- 4) Sheathing
- 5) Exterior covering
- 6) Stud size and spacing
- 7) Pressure treated sill plate
- 8) Roof (and floor if two stories) covering material
- 9) Roof slope
- 10) Interior covering
- 11) Drains/scuppers

EXTERIOR ELEVATIONS

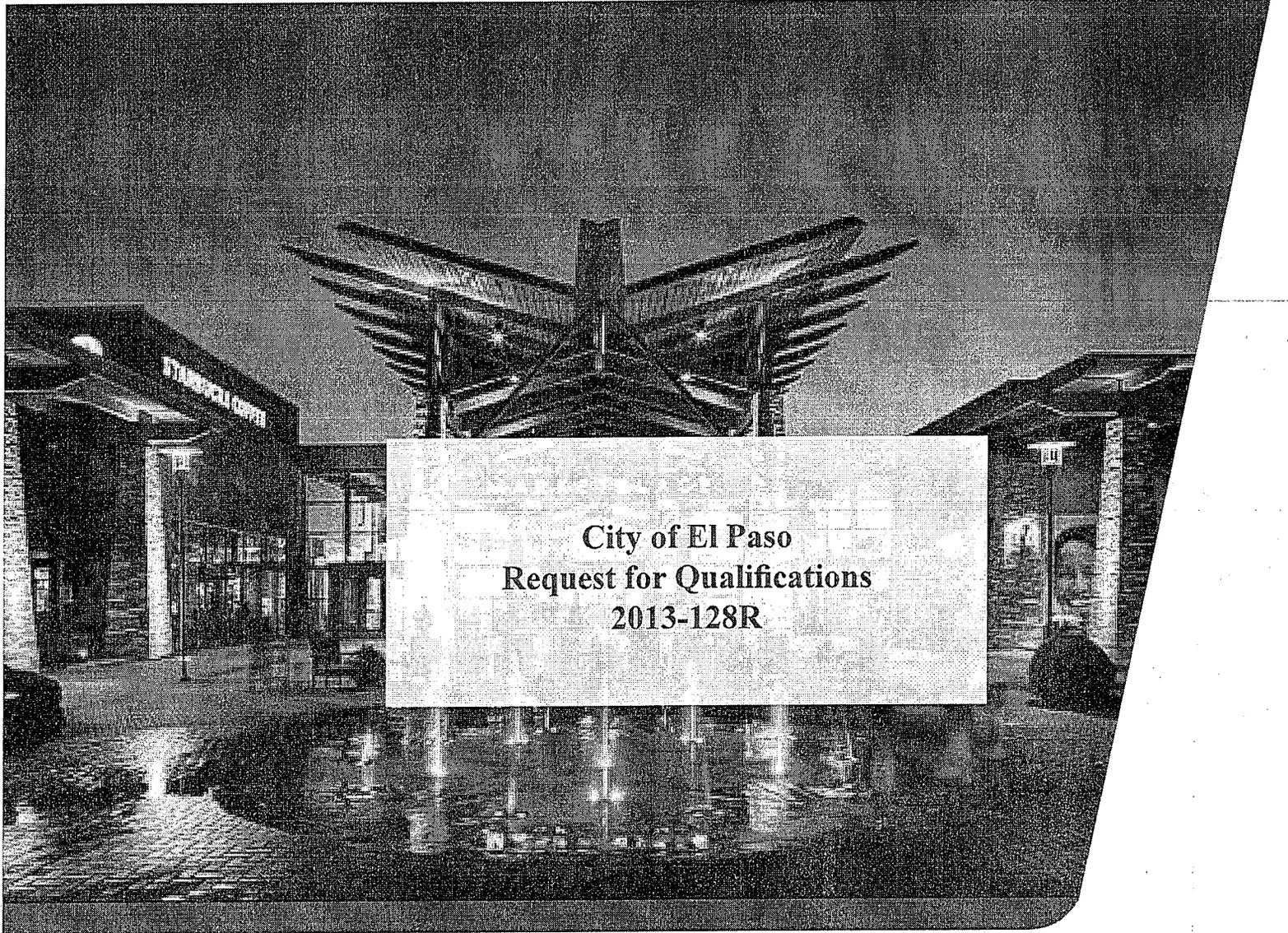
- 1) Match floor plan and roof framing plan configuration
- 2) Height of building
- 3) Roof slope
- 4) Roof material
- 5) Wall finishes

ROOF FRAMING PLAN

- 1) Match floor plan and exterior elevations
- 2) Roof slope and direction
- 3) Drains or scuppers
- 4) Framing members specified (trusses, rafters, beams, posts)
- 5) If trusses, truss package shall be included
- 6) Roof rafter sizes
- 7) Ceiling joist sizes
- 8) Floor joist sizes
- 9) Beam and header sizes (header schedule)
- 10) Posts provided at beam and girder truss bearing

MISCELLANEOUS

- 1) Alternative use of materials
- 2) Alternative methods



**City of El Paso
Request for Qualifications
2013-128R**

Solicitation No: 2013-128R

Title: Third Party New Single Story Commercial, Two Story Mixed Use and a Maximum of Three Story Apartment Building Inspection and Plan Review Services (Re-bid) City Development Department

Due Date and Time: Wednesday, February 27, 2013, 2:00 PM

Offeror

Bureau Veritas

Van Tran, CBO

Vice President

1000 Jupiter Road, Suite 800

Plano, Texas 75074

Fax: 800.910.8284

Cell: 214.876.6855

van.tran@us.bureauveritas.com



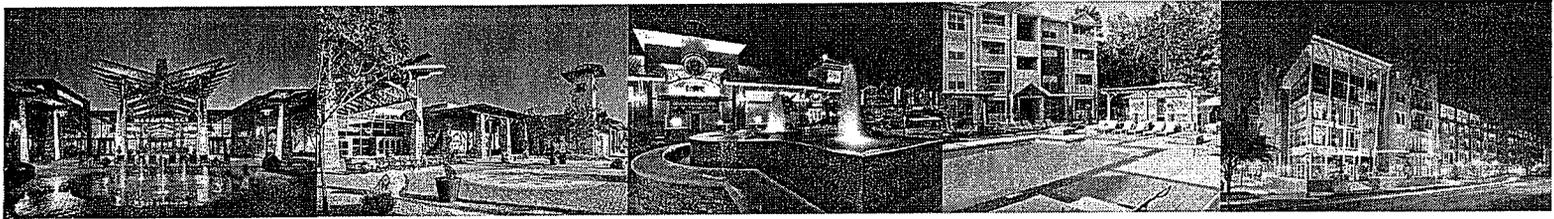
Move Forward with Confidence

**BUREAU
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Introduction

Provide a brief narrative of background and general qualifications of the Offeror, including any experience with services/products similar in scope and/or size to those requested in this RFQ.

Supplementing building inspection departments is a specialty of Bureau Veritas'. We've partnered with more than 100 municipalities throughout the state to help them achieve their objectives. Our business as a building code compliance firm began with the City of Fort Worth in 1999. The city was experiencing growth that its plan review and inspection staff simply could not keep up with, so the city created a Third Party Program. Through this program, permit applicants can choose to use an approved provider for their plan review and inspection services, while the city provides oversight. Bureau Veritas continues to perform plan review and inspection services, in support of the city's effort to be development-friendly.

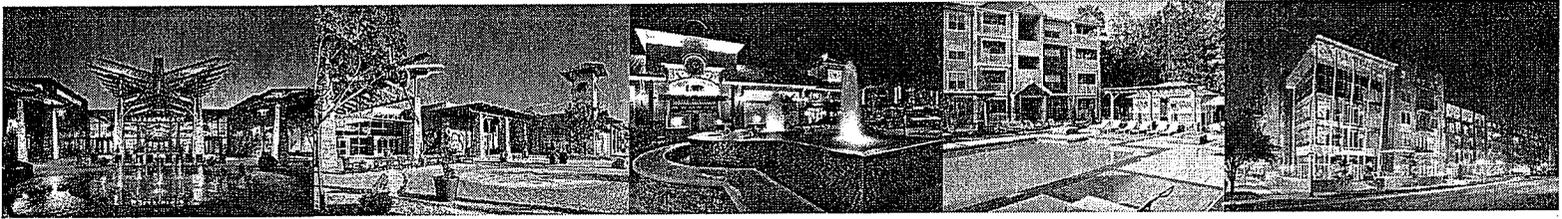
The idea of using third parties for supplemental help began to catch on as many municipalities found themselves in need of additional help for various reasons.

- Staff shortage
- Limited budget
- Upswing in development activity
- Unpredictable or fluctuating development activity
- Need specialized expertise
- High turnover

While our core business is building code plan review and inspection services, our portfolio of services has grown with our clients' needs. We now offer a comprehensive menu of services that is simply not matched by any other firm.

- Building Code Plan Review
- Building Code Inspections
- Fire Plan Review and Inspections
- On-site Building Official
- Permit Technician Training
- Continuing Education Classes, approved through the American Institute of Architects
- Civil Plan Review
- Construction Inspections
- Health Department Plan Review and Inspections
- Code Consulting and Interpretation
- Texas Accessibility Standards Plan Review and Inspections
- Code Development and Adoption Consulting
- Building Department Audits

The founding principals of our code compliance services had many years of experience working for governmental entities. They served as Building Officials, Plans Examiners and Inspectors who actively participated in industry organizations, such as the Building Officials Association of Texas and the local International Code Council Chapters. Through these networks, they began to recruit the top talents and essentially created a building inspection department that is shared among municipalities.



Project Approach and Methodology

Description of the proposed contract team, including roles and time commitments for each proposed team member.

After a thorough review of the RFQ, understanding the city's requirements and needs, and evaluating the culture of the community and development community of El Paso, we have strategically selected the following individuals to provide the requested plan review and inspection services. Each individual is listed with their expected role, time commitment, and why they were selected to serve the City of El Paso.

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Team Member	Role	Time Commitment	Why Selected?
Leo Casso-Lopez	Project Manager: Responsible for administering the project, Performs inspections.	Required amount of time to meet performance standards defined by city	Certified ICC Commercial Combination Inspector, Management experience, Local knowledge and experience, Fluent in English and Spanish, 10 years experience as inspector, Experience with requested occupancy types
Dave Stephens	Plan Review Manager: Administers plan review process, Performs plan review	Required amount of time to meet performance standards defined by city	ICC Certified Master Code Professional, 28 years municipal experience, Local knowledge and experience, Experience with requested occupancy types
Joe Hysell	Plan Reviewer: Performs plan reviews	Required amount of time to meet performance standards defined by city	ICC Certified Plans Examiner, 28 years experience as plans examiner, Local knowledge and experience, Experience with requested occupancy types
David Chulak	Plan Reviewer: Performs plan reviews	Required amount of time to meet performance standards defined by city	ICC Certified Plans Examiner, 14 years experience as plans examiner, Experience with requested occupancy types
David Jackson	Inspector: Performs inspections	Required amount of time to meet performance standards defined by city	ICC Certified Commercial Combination Inspector, 28 years experience as inspector, Experience with requested occupancy types
Rick Herzberger	Inspector: Performs inspections	Required amount of time to meet performance standards defined by city	ICC Certified Master Code Professional, 23 years experience as inspector, Local knowledge and experience, Experience with requested occupancy types
Helen Mapplebeck	Permit Technician: Processes permits and record management	Required amount of time to meet performance standards defined by city	ICC Certified Permit Technician, 13 years as permit technician
David Stanford	ISO/IAS Certification Manager: Ensures processes and procedures comply with ISO and IAS requirements	Monthly reviews	ISO and IAS trained. 34 years experience in building inspection industry
Inspection Request Call Center	Full-Time Permit Tech Staff: Receive and enter inspection requests, Work with builders to ensure all required inspections are passed	Required amount of time to ensure all inspections received are entered for next business day inspection schedule and all phone calls and emails are returned by next business day	Certified Permit Technicians, Experience in municipal inspection requests, Staff member fluent in Spanish
Administration	Full-time administration staff to process invoices	Required amount of time to process city invoices per contractual obligations	Degreed professionals with 46 combined years experience in Accounts Payable and Receivables. Staff member fluent in Spanish



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Project Approach and Methodology

Plan of approach for achieving required outcomes, including major tasks, subtasks and schedule.

Bureau Veritas understands the City of El Paso's Development Department is need of additional plan review and inspection support for the specific project types identified in the RFQ. To achieve a cohesive and seamless process, we have developed the following guideline for becoming intimately familiar and knowledgeable of the city's workflow. Once an agreement has been executed by both parties, Bureau Veritas will immediately execute the 4-phase approach.

Week 1

PHASE 1: Initiation - Identify

During this phase, the primary goal is to identify the city stakeholders and gather an in-depth understanding of the city's current processes and procedures.

- Identify staff / responsibilities
- Document contact information
- Identify project tracking system
- Develop planning and implementation schedule

Week 1

PHASE 2: Planning - Evaluate

Phase 2 provides Bureau Veritas with the information necessary to perform the services, such as forms and/or format to use for plan review comments and inspections, specific codes and ordinances to ensure compliance with, and the turnaround schedule the city uses for permit applicants.

- Evaluate City forms and applications
- Identify department services
- Evaluate department needs
- Identify City codes and ordinances
- Gather City zoning ordinances and map
- Complete City survey form
- Specify goals and objectives

Week 2

PHASE 3: Implementation - Establish

The Implementation Phase is the performance phase. This is where Bureau Veritas will put into place the procedures developed in collaboration with city staff to ensure the seamless extension.

- Establish plan review procedures
- Establish inspection procedures
- Provide City access to BV project tracking system, if requested
- Provide project tracking system training, if needed
- Establish billing process

Continuous

PHASE 4: Monitoring - Assess

Phase 4 has been established as the Monitoring Phase. This phase will let Bureau Veritas know if we are meeting the city's expectations and service needs, and to adjust the procedures accordingly.

- Review plan review procedures
- Review inspection procedures
- Measure customer service
- Monitor permit activity
- Update City information
- Provide solutions



Project Approach and Methodology

The Customized Work Plan

The work plan is established to provide an outline of how each project will be approached and the logical sequence of steps to get the job done. Below is a template from which Bureau Veritas works and will be customized during the first three phases of the 4-phase approach.

Pre-Construction / Design Phase

Item	Description	Benefit	Deliverable	Responsible
1.1 Preliminary Design Review	Become familiar with the project and design approach at the Schematic Design and Design Development. Review it for major code deficiencies.	Identification of potential code deficiencies before final construction document. Minimizes change orders during construction.	Preliminary review report	Plans Examiners
1.2 Construction document review	Identify items in construction documents that may require revision(s) due to code deviation.	All code deficiencies are clearly identified and communicated to all parties.	Plan review correction report	Plans Examiners
1.3 Approval to proceed	Review and coordinate all revisions into one set.	Ensures that construction is based on the final approved set of plans.	Final plan approved set	Plans Examiners, Project manager, QA Manager
1.4 Mobilize Field Office (Upon Request)	Provide fully certified field inspectors and project manager available upon request.	All management functions performed at the job site, minimizing travel time	Mobile phone and email with additional support from over 70 employees	Project manager and Inspectors
1.5 Pre-Construction Conference	Arrange a Pre-Construction meeting. Invite all project stakeholders, and introduce team and their roles.	Addresses all concerns before the start of construction to avoid conflicts after starting work. Expectations from all parties are clearly identified prior to start of construction.	Meeting agenda and minutes	Project manager and Inspectors
1.6 Working Relations	Establish and maintain effective working relationships with the Construction Team and Owner, and contractor representatives	Ensures effective communications throughout the project	An effectively managed project. Access to web-based project tracking system.	Project manager and Inspectors

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Project Approach and Methodology

Construction Phase, Administration

Item	Description	Benefit	Deliverable	Responsible
2.1 Weekly Progress and Schedule Meetings	Conduct weekly meetings to discuss the schedule, change orders, new issues, submittal status, Requests for Information (RFIs), safety, deficiencies, etc.	Maintains effective communications among all stakeholders, with an official record	Provide report from BV upon request	Inspectors
2.2 Deficiency Log	Maintain a log of all items of work that do not comply with the codes and approved set of plans.	Will remind all parties of correction items	Inspection report and access to web-based project tracking system	Inspectors
2.3 Process Submittals	Review all submittals for completeness and constructability. Track the designers' progress in reviewing and approving submittals.	Ensures that submittals are approved in a timely manner	Submittal Approval Log	Inspectors and QA Manager
2.4 Process Requests for Information	Answer the contractor's RFIs, ensure that the designer answers design RFIs	Maintains effective communications, ensures that all questions are answered and documented	Provide report from BV upon request	Inspectors
2.5 Project Documentation	Maintain a filing system for organizing and tracking all inspection events, including correspondence and submittals	Documents are conveniently accessible for dispute resolution	Project files/logs and access to web-based project tracking system.	Inspectors and QA Manager

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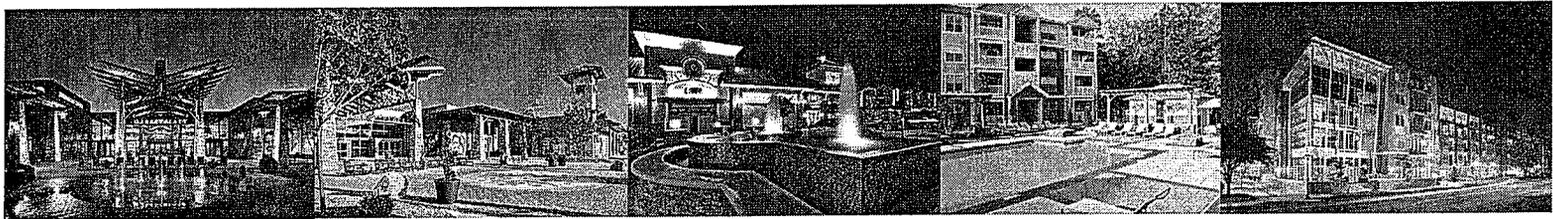
Project Approach and Methodology

Construction Phase, Inspection

Item	Description	Benefit	Deliverable	Responsible
3.1 Code Compliance Inspection	<p>Inspect to ensure compliance with applicable codes. Reject unacceptable work with a Notice of Noncompliance and the Deficiency Log. Observe the work of special inspectors when required.</p>	<p>Ensures that all work is in compliance with the applicable codes, with proper documentation as proof.</p>	<p>Inspection report and access to web-based project tracking system</p>	<p>Inspectors and QA Manager</p>
3.2 Underground Inspection Phase	<p>Inspection type typically includes the following:</p> <p><i>Yard Sewer</i> <i>Water Service</i> <i>Plumbing Rough</i> <i>Electrical Underground</i> <i>Mechanical Underground</i> <i>Gas Underground</i> <i>Electrical T-pole</i></p> <p>Observe the work of special inspectors when required.</p>	<p>Ensures compliance with applicable codes prior to pour. Reduces maintenance service costs.</p>	<p>Inspection report and access to web-based project tracking system</p>	<p>Inspectors</p>
3.3 Foundation Inspection Phase	<p>Inspection type typically includes the following:</p> <p><i>Foundation</i> <i>Pier/Footing</i> <i>Retaining Wall</i></p> <p>Observe the work of special inspectors when required.</p>	<p>Ensures compliance with applicable codes. Reduces maintenance service costs.</p>	<p>Inspection report and access to web-based project tracking system</p>	<p>Inspectors</p>

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Project Approach and Methodology

Construction Phase, Inspection continued

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Item	Description	Benefit	Deliverable	Responsible
3.4 Framing and Rough Inspection Phase	<p>Inspection type typically includes the following:</p> <ul style="list-style-type: none"> <i>Framing</i> <i>Plumbing Top-out</i> <i>Mechanical Rough</i> <i>Electrical Rough</i> <i>Gas Rough</i> <i>Energy Insulation</i> <i>Energy Electrical</i> <i>Energy Plumbing</i> <i>Drywall</i> <i>Tilt Panel</i> <i>Veneer</i> <i>Construction Electric</i> <i>Customer Service</i> <i>Inspection</i> <p>Observe the work of special inspectors when required.</p>	Ensures compliance with applicable codes prior to work being covered. Reduces maintenance service costs	Inspection report and access to web-based project tracking system	Inspectors
3.5 Final Inspection Phase	<p>Inspection type typically includes the following:</p> <ul style="list-style-type: none"> <i>Gas Final</i> <i>Mechanical Final</i> <i>Electric Final</i> <i>Plumbing Final</i> <i>Energy Final</i> <i>Building Final</i> <i>Certificate of Occupancy (CO)</i> 	Ensures compliance with applicable codes. Reduces maintenance service costs.	Inspection report and access to web-based project tracking system	Inspectors
3.6 Project Communication	Provide progress communication to all stakeholders as authorized by client.	Ensures effective communication	Daily, weekly, or monthly reports automatically emailed to requested parties.	Project manager
3.7 Working Relations	Establish and maintain effective working relationships with the Development Department staff, and contractor representatives	Ensures effective communications throughout the project	An effectively managed project	Project manager and Inspectors





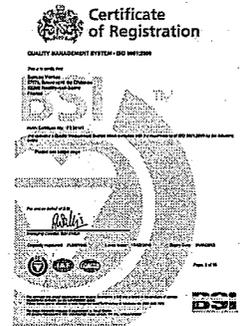
Project Approach and Methodology

Explanation of how the quality of services will be assured.

The quality of services will be assured through the procedures established when we obtained the ISO 9001:2008 Certification and IAS AC 402 Accreditation. Both are voluntary quality endorsements obtained through independent third party auditors.

Bureau Veritas has completed ISO 9001 Quality Assurance Certification ensuring consistency throughout our operations. This includes the following elements:

- Standard operating procedures
- Technical operation manuals
- Employee monitoring
- Customer feedback surveys and reporting methods
- Quality improvement tracking system for addressing issues/complaints at the local, regional, national, and/or international level
- Formalized escalation procedure for resolving issues/complaints



Bureau Veritas understands the importance and value of continuous quality control better than most companies because it is our business. Therefore, quality control is built into employee training and performance tracking ensuring a better work product for our clients. Each Bureau Veritas employee must participate in quality training and every report is peer reviewed by a senior qualified employee in accordance with our Technical Operation Manuals and procedures.



In October 2010, the Bureau Veritas Texas Code Division proudly became the first, and only, company to achieve accreditation under the International Accreditation Service (IAS) Third-Party Permitting, Plan Review and Inspection Service Providers Accreditation Program (AC 402). The IAS accreditation program was developed to verify the competence of companies that provide services for building departments. *"Building departments often call on third-party companies to assist with inspections, plan reviews and permitting. The accreditation program provides building officials assurance that the service providers they select are operating at the highest standards using industry best practices," said Rick Archer, Program Manager with IAS.*

Building departments can use the IAS program to verify that the companies they hire are qualified to provide building safety services for the jurisdiction. For Bureau Veritas, accreditation is a way to provide independent verification of its established quality procedures and best practices that have been an integral part of the company since its founding in 1828. Albert Raymond III, Vice President of Planning Services for Port San Antonio said "Their achievement of this new IAS accreditation is a testament to their competence and commitment within their chosen industry."

To achieve IAS accreditation, IAS evaluators assessed the Bureau Veritas office across several distinct categories including code administration, construction codes, plan review processes, professional credentials and licensing, and inspection procedures. In addition, IAS also assessed critical elements of the services provided to jurisdictions such as contract details, operational procedures and plans, and fiscal year budgets.

The International Accreditation Service (IAS) is a nonprofit, internationally recognized, accreditation body and a subsidiary of the International Code Council (ICC), www.iccsafe.org. IAS accredits building departments, third-party building department service providers, special inspection agencies, product certification agencies, inspection programs for metal building manufacturers, fabricator inspection programs, testing and calibration laboratories, inspection agencies, training agencies, curriculum developers, and field evaluation bodies. IAS is signatory to several international mutual recognition arrangements (MRAs), which facilitates acceptance of its accreditation certificates around the world.



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Demonstration of Knowledge

Demonstration of Knowledge of plan review, building inspections, zoning review, land development review, swimming pool inspections, and solar panel inspections as evidenced with appropriate ICC certifications and/or equivalent.

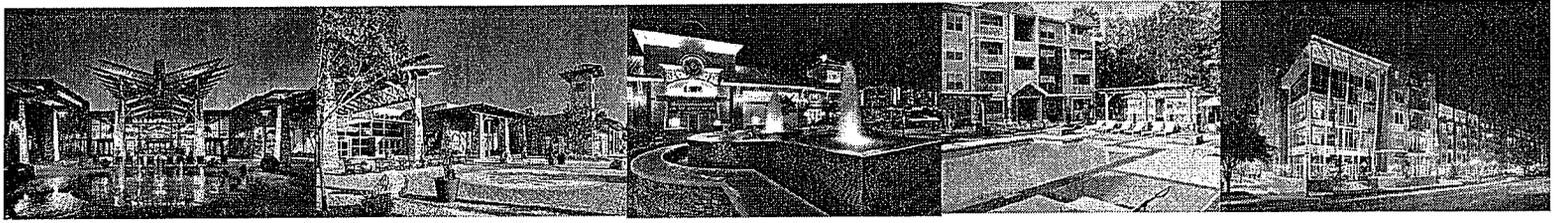
Competence through Certification

Building safety depends on more than codes and standards. Building safety results from providing trained professionals with resources and ongoing support necessary to stay current with the latest advancements in the building safety field. ICC Certification ensures that competent building and fire safety individuals are involved in the critical building approval process. It also ensures that a level of professionalism is available to attract a continually increasing level of competence and professionalism into the building code community. The ICC Certification is Bureau Veritas' demonstration of our commitment to provide professional and competent plan review and inspection staff to our municipal clients. The following is a list of ICC Certifications our staff members hold. The staff maintains certification in an active status through continuing education units.

evaluation factor b

- Accessibility Inspector/Plans Examiner
- Building Inspector
- Building Plans Examiner
- Certified Building Code Official
- Certified Building Official
- Certified Electrical Code Official
- Certified Fire Code Official
- Certified Housing Code Official
- Certified Mechanical Code Official
- Certified Plumbing Code Official
- Combination Inspector
- Combination Plans Examiner
- Commercial Combination Inspector
- Commercial Energy Inspector
- Commercial Energy Plans Examiner
- Disaster Response Inspector
- Electrical Inspector
- Electrical Plans Examiner
- Energy Code Specialist
- Fire Inspector I
- Fire Inspector II
- Fire Plans Examiner
- Green Building Residential Examiner
- Property Maintenance & Housing Inspector
- Master Code Professional
- Mechanical Inspector
- Mechanical Inspector UMC
- Mechanical Plans Examiner
- Plumbing Inspector
- Plumbing Inspector UPC
- Plumbing Plans Examiner
- Residential Building Inspector
- Residential Combination Inspector
- Residential Electrical Inspector
- Residential Energy Inspector/Plans Examiner
- Residential Fire Sprinkler Inspector / Plans Examiner
- Residential Mechanical Inspector
- Residential Plumbing Inspector





Demonstration of Knowledge

Active participation and proficiency in the Code Industry

As demonstrated through our ICC Certifications, Bureau Veritas' staff is proficient in the application of the International Family of Codes. Additionally, the team is proficient in the application of the National Electrical Code, NFPA codes, Green Building Program/Energy Code, and Accessibility Standards. Our staff has participated in the development of the codes on the local and national level. They have chaired and served on ICC committees such as the Code Interpretations Committee, International Building Code Means of Egress Committee, and International Building Code Steering Committee. The staff also attends code development hearings at the ICC meetings.

The team's qualifications include extensive experience in the building trades. Many of the staff members are not only certified by the International Code Council (ICC), but they also hold professional state licenses, such as the master electrician and master plumber license. Additionally, all inspectors hold the state required Plumbing Inspector License.

American Institute of Architects (AIA) Continuing Education Systems (CES) Provider



To even further demonstrate the team's knowledge, we are approved by the American Institute of Architects (AIA) as a Continuing Education Systems (CES) Provider where we have provided numerous training on International Codes and Standards. To ensure the highest-quality professional standards, CES Providers complete a comprehensive evaluation. Only CES Providers can offer professional learning units, the hallmark of quality in continuing education and training. Bureau Veritas has been an approved AIA Continuing Education Systems Provider since 2005. We currently have 60 approved classes through the Continuing Education System.

"The entire staff of Bureau Veritas consists of experts in their field who exercise a high standard of performance, consistently exceeding our expectations. Bureau Veritas is focused on continuous improvement and over the past five years of their work with the Port we have had zero complaints about their performance in a highly contentious service industry."

Port San Antonio

evaluation factor b



Demonstration of Knowledge

Industry specific knowledge in the area of local government, or similar organizations in services shown in Section 4.1 for municipality or government agency.

Bureau Veritas is a full-service building inspection firm specialized in supplementing building inspection and development departments across the state. Here are a few examples of how we've helped other municipalities.

- City of San Marcos – Providing on-site building official. Conducting commercial and residential plan review and inspection services.
- City of Arlington – Provided plan review and inspection services for Cowboys Stadium.
- City of Fort Worth – Provide plan review and inspection services for residential and commercial projects.
- City of Murphy – Providing on-site building official. Conducting plan review and inspections for residential and commercial projects.
- City of Rowlett – Conducting plan review and inspection services for residential and commercial projects.
- Port San Antonio – Providing plan review and inspection services for commercial projects.

In addition to 100 other cities in Texas, each of these cities have/had different needs. For some of our municipal clients we may only be needed for a single project, and for others, we may be needed until they are able to fill the vacant position(s). Whatever the case may be, Bureau Veritas is there to serve as a seamless extension of the city's staff.

During our 14 years of providing plan review and inspection services, we have recruited and retained many of the top talents in the industry. All of our plan review and inspection staff not only is certified by ICC, but they also have municipal backgrounds, providing them with first-hand experience of the challenges many building departments face. Our group has experience in collaborating with the various departments within a city, such as the health and fire departments, and has performed virtually every function a building department would perform.

- Permitting
- Plan Review
- Inspections
- Code Interpretation
- Code Adoption and Ordinance Preparation
- Planning and Zoning Meeting Attendance
- City Council Meeting Attendance
- Building Official Duties
- Permit Tracking and Record Keeping
- Plan Reviewer, Inspector and Permit Tech Training
- Budget and Staffing Planning
- Pre-Design and Pre-Construction Meetings
- Designer and Builder Training
- Contractor Licensing
- Fee Schedule Evaluation and Updates

A unique fact about Bureau Veritas' experience with government agencies is we also perform plan review and inspection services on military bases across the United States. The United States Department of Defense works with developers to privatize the development of housing, hotel, and retail on military bases. To ensure public safety and a quality product, the private developers are required to use a third party company to perform the plan review and inspection functions. Bureau Veritas has become the provider of choice for many military projects, including Freedom Crossing at Fort Bliss and the continuous housing phases of development at Fort Bliss.





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Corporate Experience and Capability

Provide information that documents your firm's and any subcontractor's qualifications to produce the required outcomes, including the ability, capacity, strength, and number of years experience in providing the required services.

Ability

- All inspectors and plans examiners are certified by a model code organization (ICC)
- All inspectors hold the State of Texas Plumbing Inspector License
- Extensive experience in single story commercial, two story mixed use, and a maximum of three story apartment buildings
- Licensed to transact business in Texas
- Full time established offices
- Inspectors are provided with company vehicles
- Inspectors have working cell phones and email addresses to provide to the general public
- Contractors can call, email, or fax inspection requests to full time customer care center
- All staff members have direct phone numbers and working electronic mail addresses for effective communication
- Full-time IT support call center to solve any technological issues our staff may incur such as accessing and utilizing Acella, or any other tracking system the city elects to use
- All necessary tools and equipment for providing services are supplied to staff

Capacity

- Assigned team consists of 1 Project Manager, 1 Quality Assurance Manager, 3 plans examiners, 4 inspectors, and a full time customer service center. Additional staff available should the volume of work require the resources.
- All assigned members are full-time employees. We do not propose the use of any subcontractors.
- Architects and Engineers on staff, in the event of needing specialized expertise.

Strengths

- A diversified business portfolio: Bureau Veritas has demonstrated proven resilience to the effects of the economic cycles, as illustrated by our performance during the last 2008 - 2010 downturn. Over the period, the Group posted average organic growth of 5.8% and improved its operating margin from 14.8% to 16.1%.
- High business recurrence and visibility: Our Group benefits from a high level of visibility relative to its operations, given that a high portion of activity is related to multi-year contracts. In addition, our business has a high renewal rate for existing contracts due to a high level of repeat business from the same customers, demonstrating our proven quality of service performance.
- A strong brand image: Bureau Veritas has built its successful business based on its long-standing reputation of technical expertise, high quality and integrity. This reputation is one of our most valuable assets.
- Talented staff: Bureau Veritas' employees are its core assets and a differentiating factor. They are chosen for their understanding of local culture, their strong know-how, their passion for the industry they serve, and their strong sharing of Bureau Veritas' values such as, integrity, ethics, impartiality and independence.
- Recognized by accreditation bodies: Bureau Veritas is currently ISO 9001:2008 Certified and IAS AC402 Accredited, which means we are subject to regular audits to ensure that our procedures, the qualification of our personnel and our management systems comply with the applicable standards, norms, references, and delegations.
- Scalable organization: With a network of 940 offices and a staff of more than 52,000, Bureau Veritas is able to gain efficiencies through back-office and technical sharing. Our clients enjoy this benefit because we are able to handle large volumes of work upon a moment's notice.

Number of years experience

Bureau Veritas has been providing code compliance services in Texas for 14 years. However, Bureau Veritas' home operation was founded in 1828, 185 years ago.





Corporate Experience and Capability

Identify demonstrated experience relevant to the services delineated within the Request for Qualification

Bureau Veritas has been supporting building departments across Texas since 1999. Each of the following municipalities or municipal districts have utilized Bureau Veritas' services for Plan Review and/or Inspection Services, demonstrating our extensive experience in providing the requested services.

evaluation factor c

Brookshire Municipal Water District	City of Hudson Oaks	City of Quinlan
City of Alvarado	City of Huntsville	City of Quitman
City of Alvord	City of Hutto	City of Red Oak
City of Anna	City of Jersey Village	City of Richland Hills
City of Argyle	City of Jewett	City of Rosenberg
City of Arlington	City of Jourdanon	City of Rowlett
City of Bastrop	City of Kaufman	City of Runaway Bay
City of Beasley	City of Keene	City of Saint Hedwig
City of Bedford	City of Kemp	City of Saint Jo
City of Bellaire	City of Kerrville	City of San Marcos
City of Brookshire	City of Krugerville	City of Schertz
City of Bulverde	City of La Marque	City of Selma
City of Bunker Hill Village	City of Lake Dallas	City of Sonora
City of Callisburg	City of Live Oak	City of Southmayd
City of Castroville	City of Lorena	City of Splendora
City of Celina	City of Magnolia	City of Spring Valley
City of Collinsville	City of Malakoff	City of Stephenville
City of Corpus Christi	City of Manor	City of Taylor
City of Covington	City of Marble Falls	City of The Colony
City of Crandall	City of Martindale	City of Tioga
City of Dalworthington Gardens	City of Maypearl	City of Tom Bean
City of Denison	City of McLendon-Chisholm	City of Troy
City of DeSoto	City of Meadows Place	City of Umland
City of Dripping Springs	City of Melissa	City of Universal City
City of El Paso	City of Midlothian	City of Valley View
City of Elmendorf	City of Mineola	City of Van Alstyne
City of Farmersville	City of Mont Belvieu	City of Waller
City of Floresville	City of Montgomery	City of Whitewright
City of Forney	City of Morgan's Point	City of Willis
City of Fort Stockton	City of Mount Vernon	City of Yorktown
City of Fort Worth	City of Muenster	Kaufman County MUD - Windmill Farms
City of Friendswood	City of Murphy	Kaufman County MUD 2 - Devonshire
City of Georgetown	City of Nassau Bay	Kaufman County MUD 8, 9,10,11,12 - Heartland
City of Glenn Heights	City of Newark	Port San Antonio
City of Godley	City of Oak Ridge (Cooke County)	Rockwall County
City of Goliad	City of Ovilla	Town of Fairview
City of Grandview	City of Palestine	Town of Hickory Creek
City of Gun Barrel City	City of Paris	Town of Highland Park
City of Haslet	City of Pearland	Town of Little Elm
City of Hebron	City of Pflugerville	Village of Salado
City of Hedwig Village	City of Pilot Point	
City of Hilshire Village	City of Piney Point Village	
City of Hondo	City of Pleasanton	
City of Howe	City of Port Neches	
	City of Princeton	





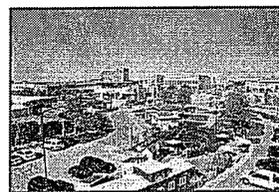
Corporate Experience and Capability

Bureau Veritas has provided plan review and inspection services for thousands new single story commercial, two story mixed use, and a maximum of three story apartment buildings. Below is a sampling to showcase a few of our projects.

Client: Town of Fairview

Project: The Village at Fairview

The Village at Fairview is a 200 acre regional, mixed-use lifestyle development located in Fairview, Texas. The development includes 1,000,000 square feet anchored by Dillard's, Macy's, JCPenney, The Container Store, and Whole Foods. The retail portion also includes a 43,000 square-foot iPic Theaters Cinema and 500,000 square feet of specialty shops and restaurants.



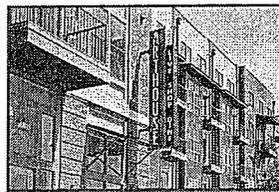
The development also includes a 200,000 square foot class-A office tower; 675 multi-family residential units; and a 280-room hotel with an adjoining 80,000 square foot conference center.

Bureau Veritas was responsible for reviewing the detailed construction plans and specifications to ensure compliance with the state and local building codes, and providing full-time inspections during the construction of the project. The plan review and inspections include the building, energy, mechanical, electrical and plumbing disciplines, fire alarms, suppression and smoke removal systems, and the monitoring of special inspections and testing as defined in Chapter 17 of the International Building Code.

Client: City of Keller

Project: ArtHouse at Keller Town Center

ArtHouse is a \$25 million mixed-use lifestyle center housing retail, residential and commercial spaces unified in one development where each component artfully coexists with the other. The development consists of 177 Apartment homes, over 37,000 square feet of storefront retail, up to 12 "flex" or incubator retail spaces, and 16 artists' enclaves.



For this project, Bureau Veritas performed inspections for the building, energy, mechanical, electrical and plumbing disciplines as defined by the jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, and Energy Code.



Client: City of Pflugerville

Project: Stone Hill Town Center - Pflugerville, TX

Bureau Veritas performed plan review and inspection services for Stone Hill Town Center, located in Pflugerville, TX. This 196 acre master planned development has approximately 1,000,000 square feet of retail space and 5,100 feet of street frontage. The project also includes a luxury, multi-family project with 325 units, and is slated for hotel and professional offices as part of its future development.



Client: City of DeSoto

The Bridgemoor at DeSoto

Bureau Veritas performed inspections in all disciplines for this \$14 million active adult community featuring all single story construction with covered parking and garages, walk-in showers in every unit, and spacious kitchens as well as an on-site fitness center, spa, media theater, and swimming pool.

evaluation factor c





Corporate Experience and Capability

Client: City of Fort Worth Third Party Program

Project: The Wyatt at Presidio Junction Apartments

Bureau Veritas provided plan review and inspections for fifteen apartment buildings for The Wyatt at Presidio Junction, a 300-acre development that consists of 1,000,000 square feet of retail and restaurants, 1,300 apartment units and 750,000 square feet of fitness, hotel and Class A office space.



Client: City of Fort Worth Third Party Program

Project: Amesbury Court Apartments

Bureau Veritas performed inspections on the Amesbury Court Apartments, a 340,000 square foot, ten building multi-family development centered on a pair of resort-style pool complexes and recreation areas, as well as an alfresco bar and barbecue grills.



Client: City of Fort Worth Third Party Program

Project: Restaurant Depot

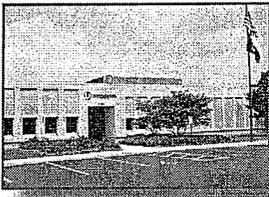
Bureau Veritas performed inspections for the Fort Worth location of Restaurant Depot, a wholesale supplier to the food service industry. This \$5.5 million facility is a 75,000 square feet tilt-wall refrigerated warehouse featuring over 25,000 square feet of cold storage including a 6,000 square feet, 25 feet high freezer box. The freezer slab was constructed with insulated foundation and a sub-grade ventilation system.



Client: Port San Antonio

Project: L3 Communications Cyber Command - Port San Antonio, TX

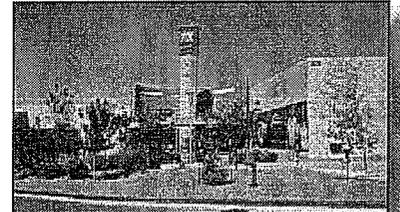
Bureau Veritas performed plan review and inspection duties for the L3 Communications Cyber Command warehouse, located at Port San Antonio. The \$12 million building totals over 50,000 square feet and was designed to allow employees to provide network and help desk support, information assurance, web development, project management, administrative services, logistics support, configuration management, and global command and control services to governmental agencies.



Client: ServiceStar Development

Project: Freedom Crossing at Fort Bliss

Freedom Crossing at Fort Bliss is the first-ever open-shopping center located on a U.S. military installation. This \$100 million project includes 546,915 square feet of retail, restaurant, entertainment space, and an expanded Post Exchange and Commissary. The troops and their family and friends can enjoy the many conveniences brought to the base including Starbucks, a Barber Shop, a Flower Shop, GNC, Optical Center, Game Stop, and numerous dining facilities. Entertainment features include a new Grand Theater with 10 screens and stadium seating, an outdoor fireplace, shaded patio, an interactive fountain, and a children's play area.



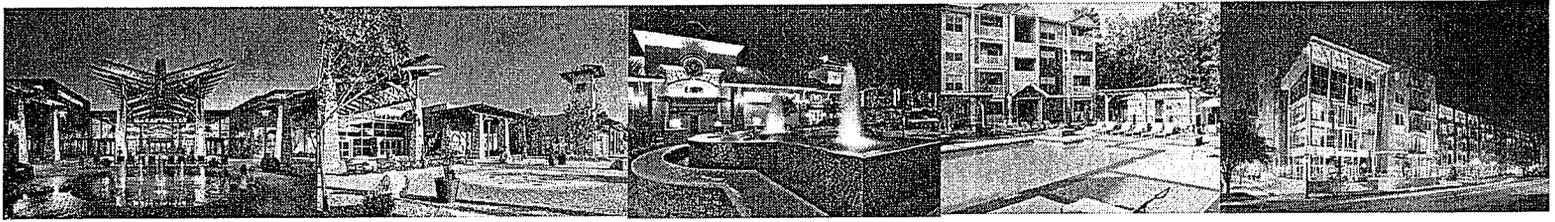
As the plan review and inspection authority, Bureau Veritas developed a customized permitting, plan review and inspection procedure for the Freedom Crossing Project. Custom permit applications and forms were created to ensure comprehensive communication with all parties.

Bureau Veritas reviewed all design/architectural drawings and inspected all construction to ensure compliance with the 2006 IBC, IMC, and IPC; 2005 NEC; Texas Accessibility Standards; DoD Imposed Standards; Standards imposed by SERVICESTAR; and Storm Water Pollution Prevention Plan. Bureau Veritas also provided construction inspection services that included Site Preparation, Site Improvements, and Site Utilities.



**BUREAU
VERITAS**

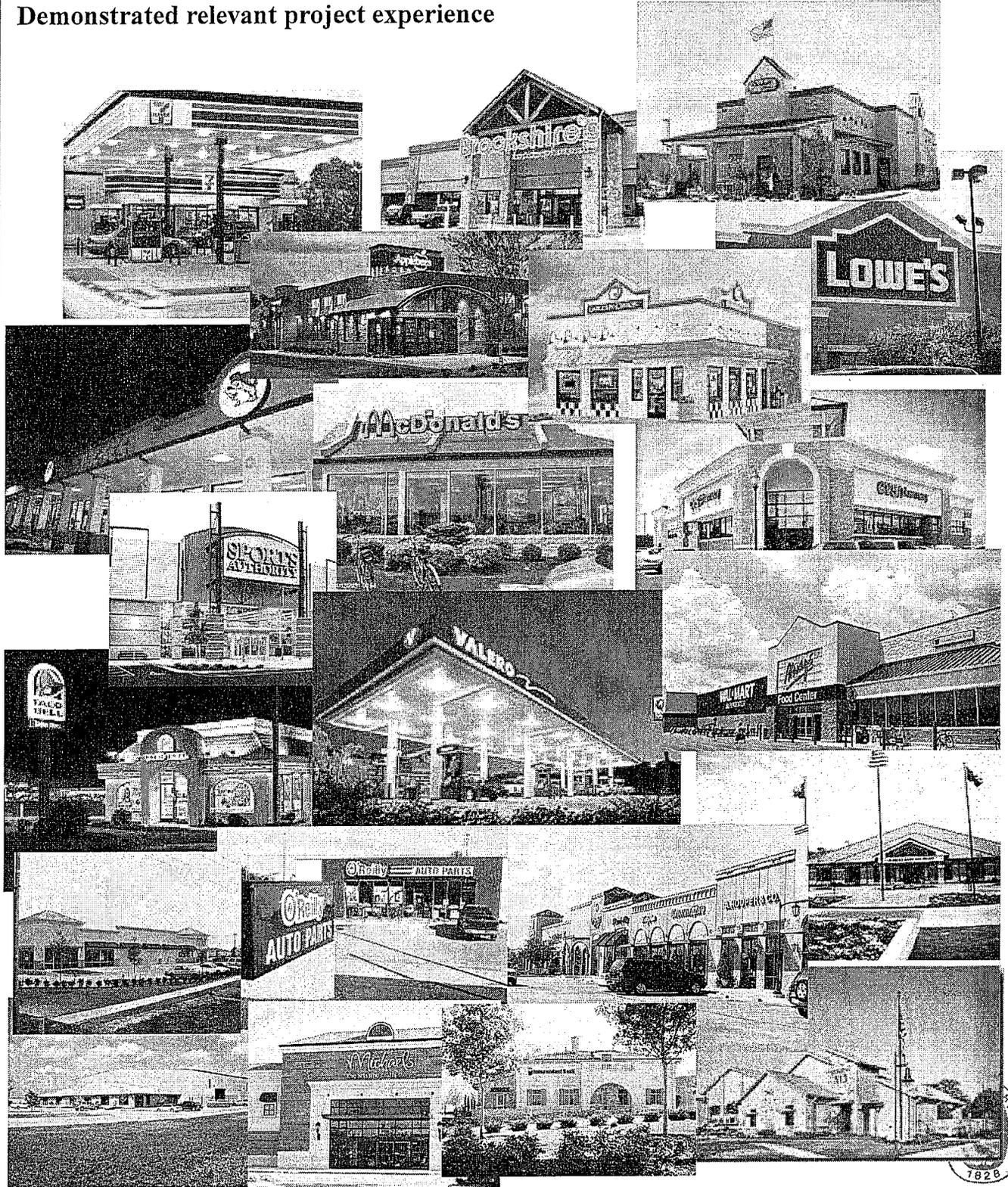
evaluation factor C

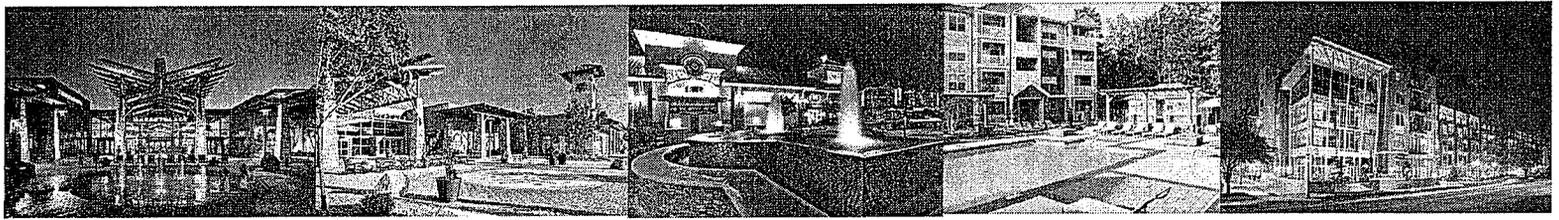


Corporate Experience and Capability

Demonstrated relevant project experience

evaluation factor c

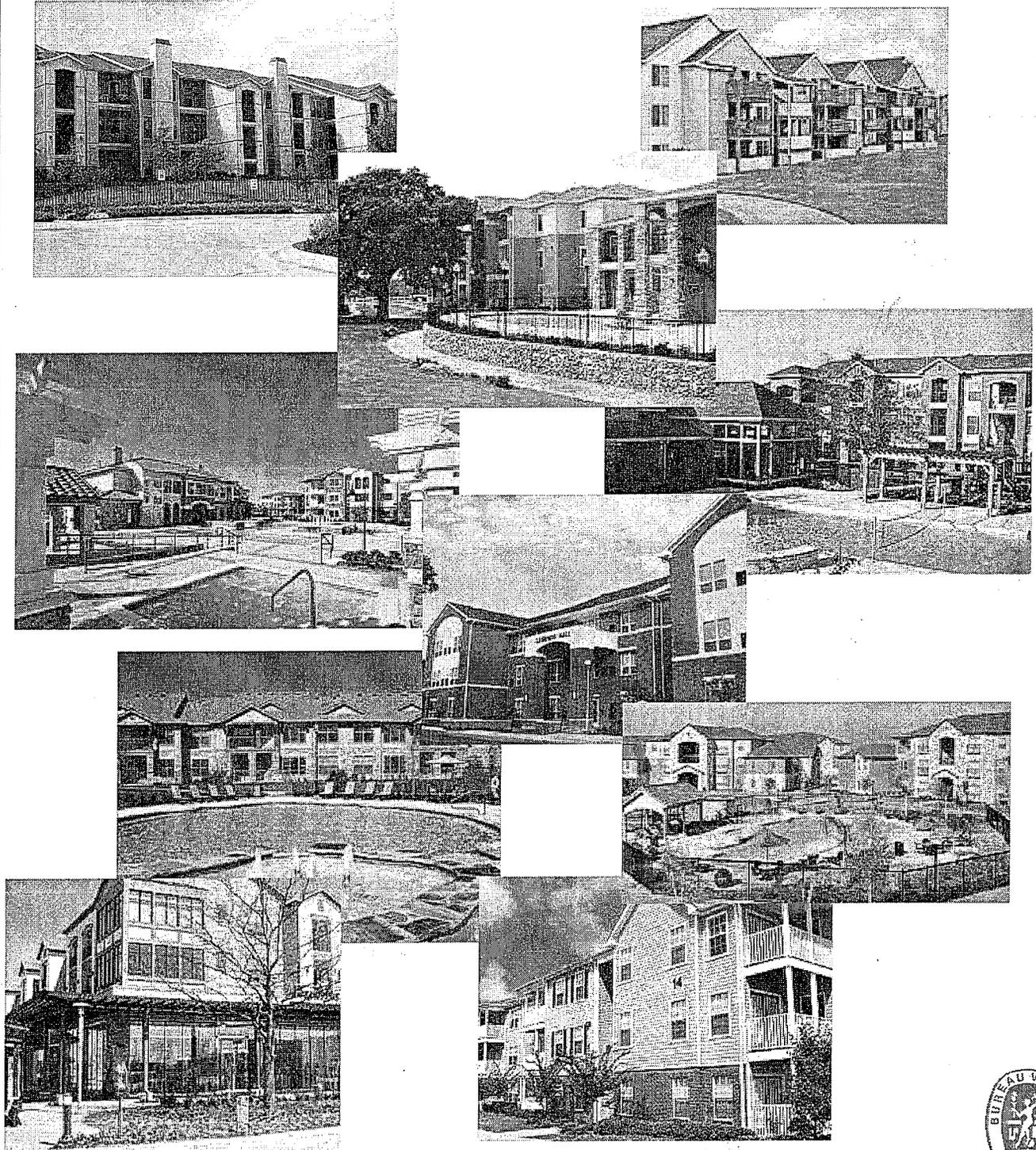




Corporate Experience and Capability

Demonstrated relevant project experience

evaluation factor c

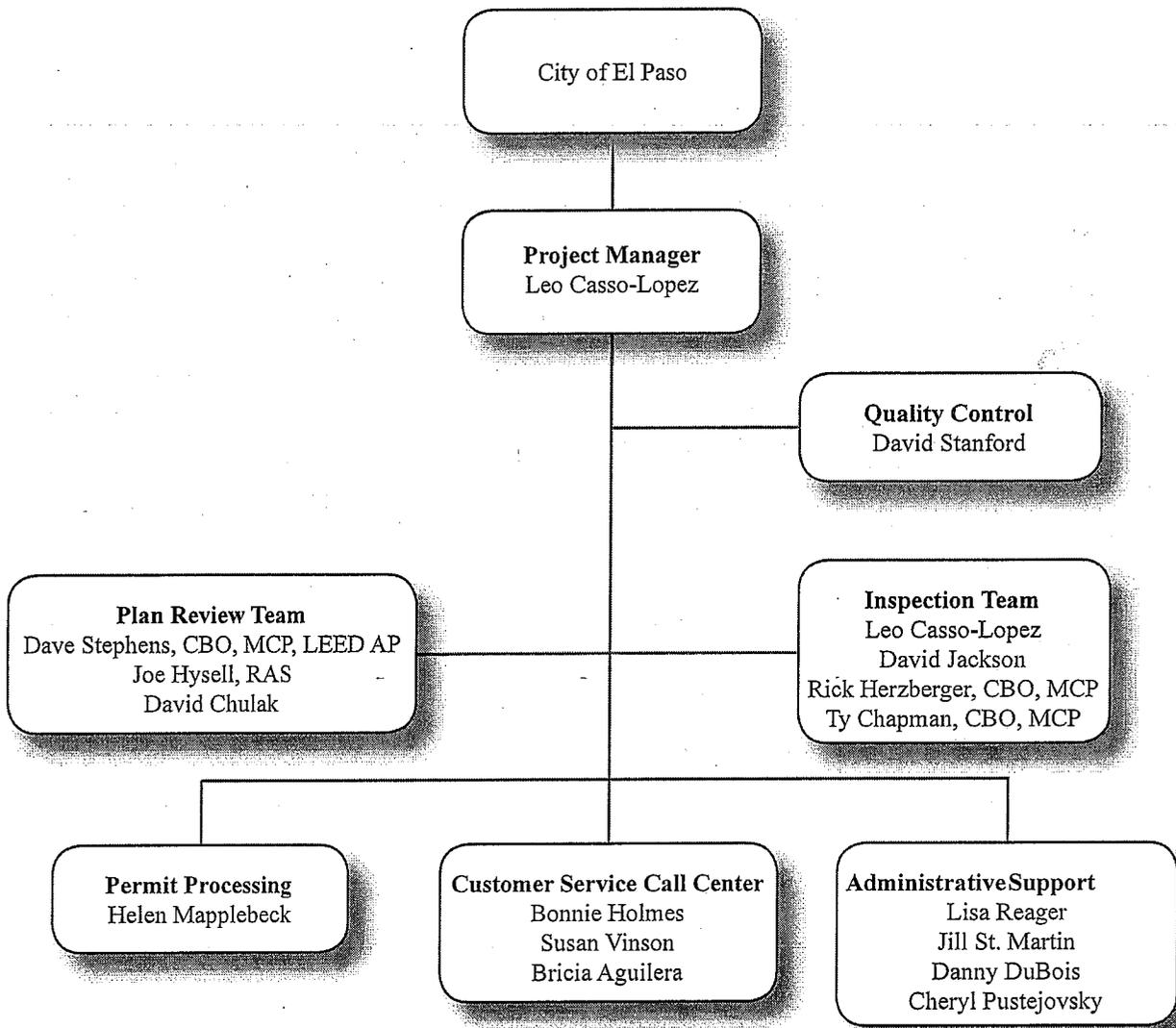


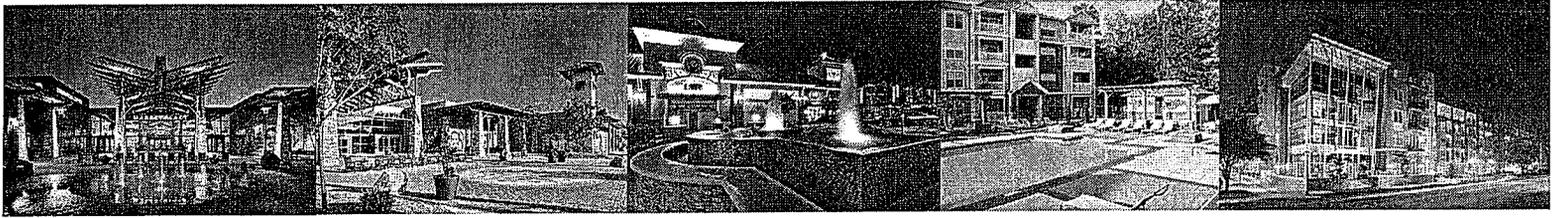


Quality of Key Personnel

Organizational Chart

evaluation factor d





Quality of Key Personnel

Leo Casso-Lopez
Project Manager

Overview

- 6 years municipal experience, 18 years industry experience
- Certified Commercial Combination Inspector
- Local project experience
- Fluent in English and Spanish
- Demonstrated leadership managing people and projects
- Experience working in a team-oriented, collaborative environment
- Strategic, operational and technical management skills
- Rapidly adapts and responds to changes and priorities

Details

Bureau Veritas

Working for Bureau Veritas since 2008, Mr. Casso-Lopez has performed inspections on multiple projects in the El Paso area. Among these are Freedom Crossing at Fort Bliss, a \$100 million mixed-use project including 546,915 square feet of retail, restaurant, entertainment space, and an expanded Post Exchange and Commissary.

As Inspector, Mr. Casso-Lopez is responsible for performing inspection tasks and ensuring that the construction work performed meets the applicable standards or codes. He interacts with citizens, contractors, and government clients on a daily basis regarding code information and concerns, and prepares and submits inspection reports outlining daily inspection activities.

City of El Paso

From 2002 - 2008, Mr. Casso-Lopez performed building inspections for the City of El Paso, working his way up to Residential Building Inspector Supervisor for Housing Compliance. His responsibilities were to conduct on-site inspections of residential construction for compliance with approved plans, specifications, and applicable local, state and national codes. As Supervisor, Mr. Casso-Lopez supervised, coordinated, and assisted in work performed by building inspectors, providing technical leadership and management supervision to building inspection personnel.

Private Industry Experience

For 12 years prior to becoming an inspector, Mr. Casso-Lopez was employed as a construction estimator/supervisor and project manager for several firms, for which he worked as a liaison between clients and owners, supervised employees at construction sites, and maintained production schedules in order to complete projects on time and within budget.

ICC Certifications

Accessibility Inspector/Plans Examiner
 Building Inspector
 Building Plans Examiner
 Combination Inspector
 Commercial Building Inspector
 Commercial Combination Inspector
 Commercial Electrical Inspector
 Commercial Energy Inspector
 Commercial Mechanical Inspector
 Commercial Plumbing Inspector
 Electrical Inspector
 Property Maintenance & Housing Inspector
 Mechanical Inspector

Plumbing Inspector

Residential Building Inspector
 Residential Combination Inspector
 Residential Electrical Inspector
 Residential Energy Inspector/Plans Examiner
 Residential Mechanical Inspector
 Residential Plumbing Inspector

State of Texas Licenses

Plumbing Inspector
 Code Enforcement Officer
 TCEQ Licensed Backflow Prevention Assembly Tester

evaluation factor d





Quality of Key Personnel

David Stanford
Quality Control Manager

Overview

- 26 years municipal experience, 34 years industry experience
- Ensures compliance with ISO/IAS standards
- Provides technical leadership for BV's web-based project tracking system

Details

Bureau Veritas

Employed with Bureau Veritas since 2004, Mr. Stanford currently serves as the Quality, Health, Safety, and Environment Coordinator for the Facilities Division to facilitate compliance with NAMS (North American Management System) and to maintain ISO 9001:2008 certification. In addition, he also leads the Texas team to ensure continual improvement to maintaining accreditation with IAS AC402, Third Party Building Department Service Provider.

Previously, Mr. Stanford was responsible for providing management supervision to the administrative staff supporting the plan review and inspection teams. His experience with technological processes and implementation was invaluable when developing and supporting BV's web-based Task Management System (TMS).

City of Richardson

David was employed with the City of Richardson for 26 years. He held the titles of Chief Building Inspector, and ultimately Assistant Building Official. As Assistant Building Official, Mr. Stanford served as office manager for the Division, planning and assigning the work of and providing guidance and training for the clerical, secretarial, and technical staff. He was also responsible for evaluating existing procedures and permit processing methods and devising improved approaches, compiling reports, and responding to public counter inquiries on an as-needed basis. Mr. Stanford also assisted and supervised the Plans Examiners as needed to reduce backlog.

evaluation factor d



Quality of Key Personnel

Dave Stephens, CBO, MCP, LEED AP
Director of Plan Review

Overview

- 28 years municipal experience, 37 years industry experience
- Master Code Professional (highest level of certification available from ICC)
- Expert in reading and interpreting plans, codes and specifications
- Background as Electrician, Building Inspector, Inspection Supervisor, Assistant Building Official, Plans Examiner

Details

Bureau Veritas

Since 1999, Mr. Stephens has hired, trained, supervised, organized and reviewed the work of a team of plans examiners. He performs plans examination and review in all areas including zoning, building, electrical, plumbing and mechanical. He has 28 years of experience reading and interpreting electrical, structural, plumbing and mechanical building plans, codes and specifications. He interprets and explains codes, zoning ordinances, engineering terms, basic engineering concepts and theories to the general and building contractors, engineers, architects and the general public. Mr. Stephens also verifies calculations to ensure specifications and drawings are in compliance with applicable codes and safety standards.

City of Plano

From 1985 - 1999, Mr. Stephens worked for the City of Plano as a Combination Inspector, Field Services Coordinator, and finally Assistant Building Official. As Assistant Building Official, Mr. Stephens provided supervision over the Building Inspection Department, consisting of 32 employees and 4 supervisors. He worked side-by-side with the Chief Building Official to manage the City's building plan review, inspection, and building and housing code enforcement activities, as well as develop programs and work objectives and resolve complex administrative and technical problems. He also co-managed a \$3.5 million budget and was actively involved in collaborating with other city departments.

Stephen's Electric

From 1976 - 1985, Dave owned and operated Stephen's Electric, a full service electrical contractor. As owner and operator, Dave managed the daily operations of the company and installed electrical systems for clients such as the Strategic Air Command, Federal Government, and State of Nebraska.

ICC Certifications

Accessibility Inspector/Plans Examiner
 Building Inspector
 Building Plans Examiner
 Certified Building Code Official
 Certified Building Official
 Certified Electrical Code Official
 Certified Mechanical Code Official
 Certified Plumbing Code Official
 Combination Inspector
 Combination Inspector - Legacy
 Combination Plans Examiner
 Commercial Energy Inspector
 Commercial Energy Plans Examiner
 Electrical Inspector
 Electrical Plans Examiner
 Master Code Professional
 Mechanical Inspector

Mechanical Inspector UMC
 Mechanical Plans Examiner
 Plumbing Inspector
 Plumbing Inspector UPC
 Plumbing Plans Examiner
 Residential Energy Inspector/Plans Examiner

State of Texas Licenses

Master Electrician
 Plumbing Inspector

Other Certifications

LEED AP

evaluation factor d





Quality of Key Personnel

Joe Hysell, RAS
Plans Examiner

Overview

- 28 years municipal experience, 33 years industry experience
- Expert in all types of construction, occupancies and complex exiting systems
- Registered Accessibility Specialist
- Bachelor of Science Degree, Environmental Design, University of Oklahoma

Details

Bureau Veritas

Since 2006, Mr. Hysell has served as a plans examiner for Bureau Veritas. In this position, he performs technical review of building and construction plans for compliance with City and other applicable building codes, including but not limited to, architectural, electrical, plumbing, mechanical, and barrier-free accessibility. Joe provides alternative design criteria and solutions to non-conforming plans, and conducts and attends meetings with developers, owners, architects and engineers relating to plan design data, code interpretations, engineering regulations and the resolution of design problems affecting life safety.

C&C Engineering

From 1999 - 2004, Joe supervised and managed the plan review department for C&C Engineering. His primary functions were to review plans and specifications as submitted for permitting and construction to ensure conformance with applicable codes, ordinances, and laws in effect; and to train, coordinate, support, and supervise the division of plans examiners. He was responsible for managing the division's staff in ensuring all plans and specifications submitted for construction permitting complied with established regulatory requirements.

City of Plano, Farmers Branch, Carrollton

From 1985 - 1999, Mr. Hysell performed plan reviews the Cities of Plano, Farmers Branch and Carrollton. As Plans Examiner, Mr. Hysell reviewed construction plans to ensure compliance with all applicable building, fire, electrical, plumbing, and mechanical codes and zoning regulations. He reviewed preliminary plans with the building or architect as well as explained and interpreted codes, ordinances, and zoning to these individuals and other interested parties to inform them of potential problem areas.

Private Industry Experience

After receiving his Bachelor of Science Degree in Environmental Design, Joe entered the workforce as a pipe draftsman with an engineering company. He then moved on to be an architectural field representative for a couple of firms, and then ended his private sector work as a diazo technician. Joe was in the private sector for 5 years.

ICC Certifications

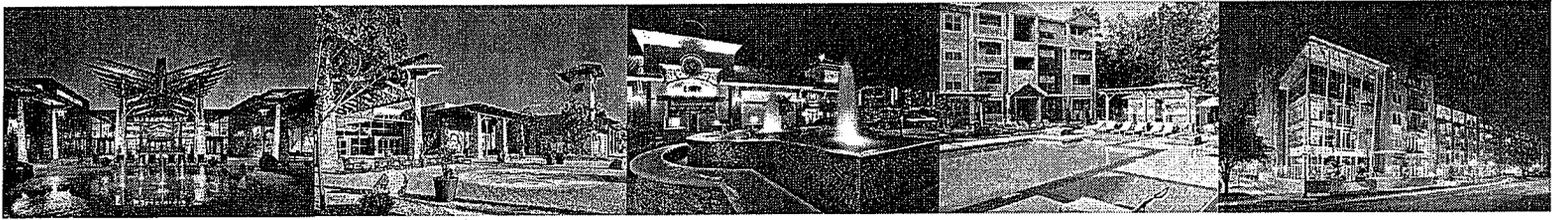
Accessibility Inspector/Plans Examiner
Building Plans Examiner
Commercial Energy Inspector
Commercial Energy Plans Examiner
Plumbing Inspector
Residential Energy Inspector/Plans Examiner

State of Texas Licenses

Registered Accessibility Specialist

evaluation factor d





Quality of Key Personnel

David Chulak
Plans Examiner

Overview

- 14 years municipal experience, 25 years industry experience
- Construction superintendent for multi-family projects
- Expert testimony experience in cases concerning construction litigation
- Extensive background in performing plan reviews

Details

Bureau Veritas

Since 2009, Mr. Chulak has performed plan review services for Bureau Veritas. He is primarily responsible for reviewing and examining complex designs, specifications and plans of structural aspects of construction as well as non-structural such as mechanical, electrical, plumbing, and related systems and components. These are performed to ensure compliance with all building codes adopted locally and state-wide.

Mr. Chulak has experience performing plan review and inspections on projects both commercial and residential. For example, he performed plan review for The Mansions at Stone Hill, a 370-unit multi-family apartment community located on 16 acres in Pflugerville, TX. Completed in November 2012, the complex totals 350,000 square feet and is valued at \$40 million.

C&C Engineering

From 2007 - 2009, David was the plans examiner manager for C&C Engineering. David reviewed commercial and residential plans for compliance. His project experience includes many occupancy types including marinas, multi-family, and hotels. David also managed and supervised the plan review department, where he provided oversight for quality assurance.

Arapahoe County, Colorado

From 1999 - 2007, Mr Chulak was Building Inspector/Plans Examiner for Arapahoe County. He performed work in reviewing residential, industrial, and commercial building plans submitted for permits relative to structural integrity and occupant safety, ensuring plans are in compliance with all applicable codes, ordinances and policies. Mr. Chulak was also responsible for inspecting new residential and commercial structures to ensure that specific components meet provisions of the building, grading, zoning, and safety laws and approved plans, specifications and standards.

Consultant

In addition to the above experience, Mr. Chulak was a consultant from 1996-1999 where he appeared as an expert witness in court cases involving construction litigation, as well as writing legal reports for disputes in construction litigation.

Construction Superintendent

From 1988 - 1996 David was a construction superintendent for several builders and developers. As the superintendent, he was responsible for managing numerous projects simultaneously, while also supervising subcontractors and other superintendents. At one company, David was the superintendent of 3 apartment complexes (71-unit, 63-unit, and 47-unit).

ICC Certifications

Building Plans Examiner

evaluation factor d



Quality of Key Personnel

Rick Herzberger, CBO, MCP
Inspector

Overview

- 23 years municipal experience, 43 years industry experience
- Master Code Professional
- Associates degree in Applied Science, Midland College
- Extensive experience performing inspections and collaborating with contractors and the general public

Details

Bureau Veritas

Mr. Herzberger has been a part of the Bureau Veritas team since 2003. He has conducted numerous plan reviews and inspections and coordinated the plan review process for major commercial projects, such as the Dallas Cowboys stadium, a \$1.2 billion, 3 million square-foot stadium with a fixed seating capacity of 80,000 and the flexibility to accommodate up to 100,000 fans.

As Inspector, Mr. Herzberger is responsible for inspecting buildings and other structures to determine their structural soundness and their compliance with specifications and building codes. After each phase of the construction project is completed, he visits the site to inspect the work that has been done, making note of deficiencies that need correcting before the next phase of construction can begin, or deeming the work to be sufficient to begin the next phase of construction.

City of DeSoto

From 1999 - 2003, Mr. Herzberger was employed as Building Official for the City of DeSoto. He was responsible for directing, managing, supervising, and coordinating the activities and operations of the Building Division, and supervised the plan review team, the issuance of building permits, and building construction inspection services and activities. His accomplishments include reorganizing the inspection department to meet the growth demand, updated the trade licensing program to comply with the adopted ordinances, established a cross connection control program, established a permit and licensing software program, and directed the construction code update procedures.

Cities of Plano, Rockwall, Rowlett, and Wylie

From 1990 to 1999, Mr. Herzberger was employed with several municipalities as a Building & Zoning Official and Combination Inspector. His duties included performing complex supervisory and technical work for the Building Inspections Department involving the administration and enforcement of adopted building codes. He directed the Capital Improvements Program, served on a Planning & Zoning Commission, served on a Board of Adjustments, and performed numerous plan reviews and inspections.

ICC Certifications

Accessibility Inspector/Plans Examiner
Building Inspector
Building Plans Examiner
Certified Building Official
Certified Mechanical Code Official
Certified Plumbing Code Official
Combination Inspector
Combination Inspector - Legacy
Commercial Combination Inspector
Commercial Energy Inspector
Electrical Inspector
Fire Inspector II
Master Code Professional
Mechanical Inspector

Mechanical Plans Examiner

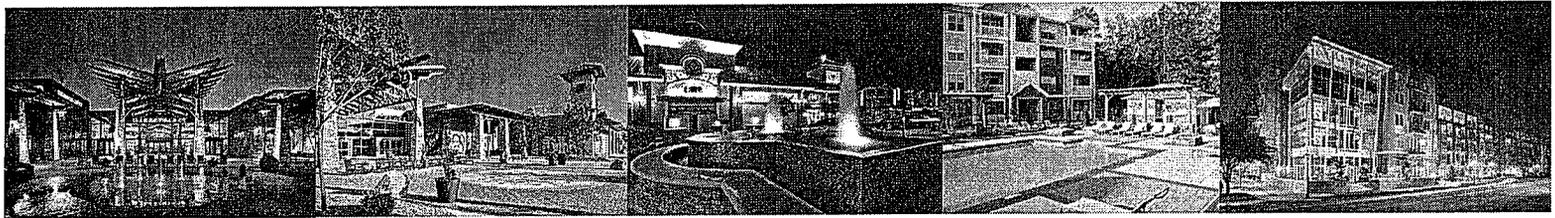
Plumbing Inspector
Plumbing Plans Examiner
Residential Energy Inspector/Plans Examiner

State of Texas Licenses

Master Electrician
Plumbing Inspector

evaluation factor d





Quality of Key Personnel

David Jackson
Inspector

Overview

- 28 years experience working with municipalities
- Combination Inspector
- Associate's Degree in Business, North Lake College

Details

Bureau Veritas

Since 2001, Mr. Jackson has been a part of the Bureau Veritas team. He has performed inspections on all types and occupancies, including the Privatization of Army Lodging - Group A, which is a \$250 million project consisting of life safety and critical repairs for more than 4,000 hotel rooms on 11 military installations throughout the United States.

As Building Inspector, Mr. Jackson performs skilled inspection of residential, commercial and industrial structures and interprets and enforces applicable codes and regulations.

C&C Engineering

From 1999-2001, David was a multi-disciplined building inspector performing inspections on commercial and residential projects for the company's area clients.

City of Haltom City

As Building Official from 1998 - 1999, Mr. Jackson was responsible for ensuring all construction activity within the city met the life safety codes. His role also involved developing and managing a team of administrative personnel, plans examiners and inspectors, and balancing and managing the department's budget. In addition to these duties, Mr. Jackson was also challenged with developing and maintaining the relationships between his department, the citizens, development community, and city management.

Cities of Carrollton, Lancaster, Grand Prairie, De Soto, Irving

Prior to joining Bureau Veritas, Mr. Jackson was employed with several municipalities where he performed plan review and inspections to evaluate construction plans for regulatory compliance. Mr. Jackson also served as the Building Official for the City of DeSoto where he supervised and coordinated the operations and activities of the City's Building Inspection Department.

ICC Certifications

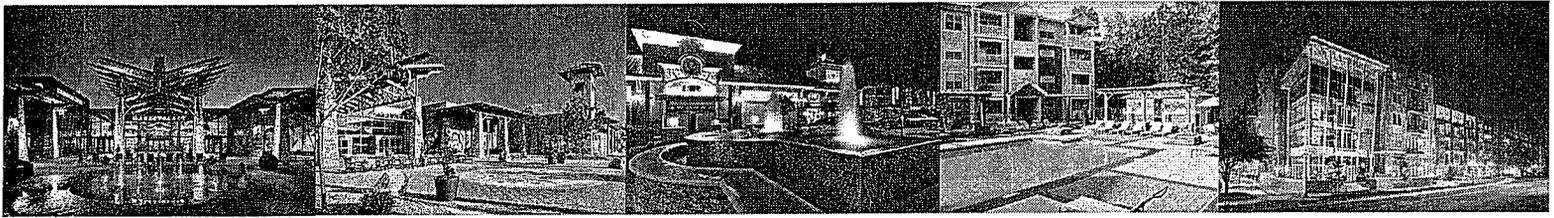
Accessibility Inspector/Plans Examiner
Building Inspector
Building Plans Examiner
Combination Inspector
Combination Inspector - Legacy
Commercial Energy Inspector
Electrical Inspector
Mechanical Inspector
Mechanical Inspector UMC
Plumbing Inspector
Plumbing Inspector UPC
Residential Energy Inspector/Plans Examiner

State of Texas Licenses

Plumbing Inspector

evaluation factor d





Quality of Key Personnel

Ty Chapman, CBO, MCP
Senior Inspector

Overview

- 10 years municipal experience, 18 years industry experience
- Master Code Professional
- Provides technical guidance and assistance to building inspection staff
- Extensive experience interacting with designers, contractors, and the general public

Details

Bureau Veritas

Part of the Bureau Veritas team since 2004, Mr. Chapman was hired as a combination inspector in which our municipal clients quickly became dependent. Clients appreciate his knowledge, attitude and keen ability to communicate with contractors, architects, and the public. He soon was promoted to Senior Building Inspector where he manages a staff of 11 inspectors. In addition to performing inspections, Ty's responsibilities include planning, coordinating, and managing the daily operations and activities of his inspection team. He plays a key role in providing consultation services to client municipalities looking to update their building codes.

City of Anna

As Building Official for the City of Anna from 2003 - 2004, Mr. Chapman performed many different tasks, including the role of Fire Marshal. He created a full-time building inspection/development department, where there previously was none. Mr. Chapman was responsible for working with the general public on issues and concerns relating to inspections, code enforcement, zoning, and future land use. He also conducted fire inspections and served as code training officer for the fire department in addition to performing plan review and inspections on all commercial and residential projects. Ty was a key member developing new ordinances pertaining to the development department.

City of Frisco

From 2000-2003, Mr. Chapman was a Senior Building Inspector/Plan Reviewer for the City of Frisco, where he conducted multi-disciplined inspections and plan reviews on residential and commercial structures throughout the city. Ty was recognized as being Frisco's first combination inspector. In addition to performing plan review and inspection activities, Ty trained new inspectors with the primary focus on the enforcement of the building codes. He gained valuable project experience performing code compliance tasks on project that included a mall, baseball stadium, hotel/conference center, multi-family housing, and mixed-use development.

Overall Electrical Contractors

Ty has also worked as an electrical contractor, supervising the electrical construction of numerous custom homes, and performing various electrical installations in commercial buildings.

ICC Certifications

Accessibility Inspector/Plans Examiner
 Building Inspector
 Building Plans Examiner
 Certified Building Code Official
 Certified Building Official
 Certified Electrical Code Official
 Certified Fire Code Official
 Certified Housing Code Official
 Certified Mechanical Code Official
 Certified Plumbing Code Official
 Combination Inspector

Combination Inspector - Legacy
 Combination Plans Examiner
 Commercial Combination Inspector
 Commercial Energy Inspector
 Commercial Energy Plans Examiner
 Electrical Inspector
 Electrical Plans Examiner
 Fire Inspector I
 Fire Inspector II
 Fire Plans Examiner
 Property Maintenance & Housing Inspector
 Master Code Professional

Mechanical Inspector
 Mechanical Inspector UMC
 Mechanical Plans Examiner
 Plumbing Inspector
 Plumbing Inspector UPC
 Plumbing Plans Examiner
 Residential Combination Inspector
 Residential Energy Inspector/
 Plans Examiner

State of Texas Licenses
 Plumbing Inspector





References

The following is a list of clients who can attest to the quality of our work. Reference forms for each of these clients is also provided on the following pages for your convenience.

City of Hilshire Village
Susan Blevins, City Secretary
8301 Westview Drive
Houston, Texas 77055-6737
P: 713-973-1779
F: 713-973-7793
E: susan.blevins@hilshirevillagetexas.com
Contract dates: April 25, 2012 - Present
Services: Residential and Commercial Plan Review and Inspection Services

City of Meadows Place
Mimi Boos, Permits
One Troyan Drive
Meadows Place, Texas 77477-2108
P: 281-983-2932
F: 281-983-2940
E: permits@cityofmeadowsplace.org
Contract dates: October 25, 2005 - Present
Services: Residential and Commercial Plan Review and Inspection Services

City of Taylor
Bob Van Til, Director of Planning & Development
400 Porter Street
Taylor, Texas 76574-3600
P: 512-352-5990
F: 512-352-8483
E: bob.vantil@taylortx.gov
Contract dates: June 22, 2011 - Present
Services: Residential and Commercial Plan Review and Inspection Services

City of Castroville
Kathy Rodriguez, Director of Development
1209 Fiorella Street
Castroville, Texas 78009-4578
P: 830-931-4070
F: 830-931-6373
E: dircomdev@castrovilletx.gov
Contract dates: June 15, 2012 - Present
Services: Residential and Commercial Inspection Services

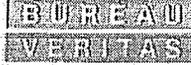
City of Troy
David Lowry, Interim City Secretary
PO Box 389
Troy, Texas 76579-0398
P: 254-938-2505
F: 254-938-0440
E: dlowry@cityoftroy.us
Contract dates: February 5, 2010 - Present
Services: Residential and Commercial Plan Review and Inspection Services

City of Selma
Larry Verner, City Engineer
9375 Corporate Drive
Selma, Texas 78154
P: 210-651-7828
F: 210-651-0469
E: lverner@ci.selma.tx.us
Contract dates: January 10, 2006 - Present
Services: Commercial Plan Review and Inspection Services, Residential Plan Review Services

City of Anna
Maurice Schwanke, Director of Planning & Development
101 N Powell Parkway
Anna, Texas 75409
P: 972-924-3325
F: 972-924-2620
E: mschwanke@annatexas.gov
Contract dates: December 1, 2004 - Present
Services: Residential and Commercial Plan Review and Inspection Services

evaluation factor e





REFERENCE FORM

Date of Completion: 2-20-13
Municipality: City of Anna
Name: Maurice Schwante Title: Dir. of Planning & Dev.
Phone: 972-924-3325 Fax: 972 924 2620
E-mail Address: mschwante@annatexas.gov
Mailing Address: 101 N. Powell Parkway Anna Texas 75409

Please rate the following on a scale of excellent, good, fair, poor or (n/a) not applicable.

	Excellent	Good	Fair	Poor	n/a
Reliability: provides what is promised dependably and accurately	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responsiveness: reacts and responds promptly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Technical Quality: service is complete, accurate, and thorough	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Customer Service: staff is informative, respectful, and helpful	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness: on-time completion of tasks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff Quality: staff is knowledgeable, certified, licensed, and experienced	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: We have been very pleased with B.V.'s work and relationship with the City.

Maurice Schwante
Signature



BUREAU
VERITAS

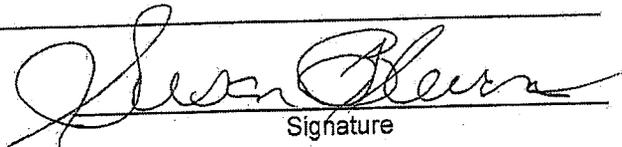
REFERENCE FORM

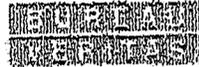
Date of Completion: 2/11/13
Municipality: City of Hillshire Village
Name: Susan Blevins Title: City Secretary
Phone: 713 973 1779 Fax: 713 973 7793
E-mail Address: Susan.Blevins@hillshirevillage.texas.com
Mailing Address: 8301 Westview

Please rate the following on a scale of excellent, good, fair, poor or (n/a) not applicable.

	Excellent	Good	Fair	Poor	n/a
Reliability: provides what is promised dependably and accurately	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responsiveness: reacts and responds promptly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Technical Quality: service is complete, accurate, and thorough	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Customer Service: staff is informative, respectful, and helpful	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness: on-time completion of tasks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff Quality: staff is knowledgeable, certified, licensed, and experienced	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____


Signature



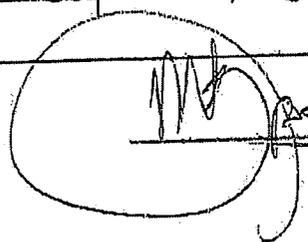
REFERENCE FORM

Date of Completion: 2.12.13
 Municipality: City of Meadows Place
 Name: Mike Boas Title: Permits
 Phone: (2) 983-2932 Fax: (2) 983-2940
 E-mail Address: permits@Cityofmeadowsplace.org
 Mailing Address: One Troyan Drive, Meadows Place TX 77477

Please rate the following on a scale of excellent, good, fair, poor or (n/a) not applicable.

	Excellent	Good	Fair	Poor	n/a
Reliability: provides what is promised dependably and accurately	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responsiveness: reacts and responds promptly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Technical Quality: service is complete, accurate, and thorough	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Customer Service: staff is informative, respectful, and helpful	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness: on-time completion of tasks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff Quality: staff is knowledgeable, certified, licensed, and experienced	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: Every one in the permit inspections dept are friendly & knowledgeable, all of the inspectors are terrific!


 Signature



REFERENCE FORM

Date of Completion: 2-12-13

Municipality: Taylor, TX

Name: Bob Van Til

Title: Dir. Planning + Dev't

Phone: 512 352 5990

Fax: 512 352 8483

E-mail Address: bob.vantil@Taylortx.gov

Mailing Address: 400 Porter Taylor TX 76574

Please rate the following on a scale of excellent, good, fair, poor or (n/a) not applicable.

	Excellent	Good	Fair	Poor	n/a
Reliability: provides what is promised dependably and accurately	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responsiveness: reacts and responds promptly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Technical Quality: service is complete, accurate, and thorough	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Customer Service: staff is informative, respectful, and helpful	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness: on-time completion of tasks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff Quality: staff is knowledgeable, certified, licensed, and experienced	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: We are very happy with Greg + the staff

Bob Van Til
Signature



BUREAU
VERITAS

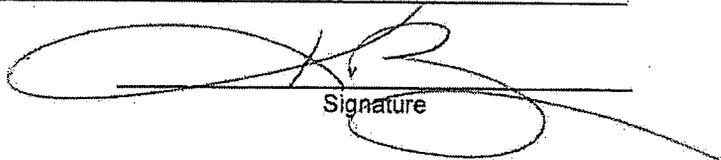
REFERENCE FORM

Date of Completion: FEB 13, 2013
Municipality: CITY OF CASTROVILLE
Name: KATHY RODRIGUEZ Title: DIRECTOR OF DEVELOPMENT
Phone: 830 931 4070 Fax: _____
E-mail Address: DIR.COP1.DEV@CASTROVILLE.TX.GOV
Mailing Address: 1209 FIORELLA ST, CASTROVILLE TX 78009

Please rate the following on a scale of excellent, good, fair, poor or (n/a) not applicable.

	Excellent	Good	Fair	Poor	n/a
Reliability: provides what is promised dependably and accurately	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responsiveness: reacts and responds promptly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Technical Quality: service is complete, accurate, and thorough	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Customer Service: staff is informative, respectful, and helpful	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness: on-time completion of tasks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff Quality: staff is knowledgeable, certified, licensed, and experienced	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: VICKI AND GREG ARE JUST A PHONE CALL AWAY. THIS ALLOWS US TO SERVE OUR CUSTOMERS WITH CONFIDENCE. THANK YOU.


Signature



**BUREAU
VERITAS**

REFERENCE FORM

Date of Completion: 2/11/2013

Municipality: City of Troy

Name: David Lowry Title: Interim City Secretary

Phone: 204-938-2005 Fax: 204-938-0440

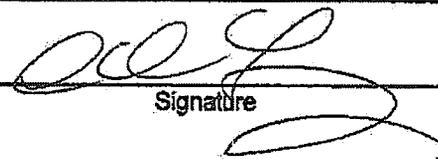
E-mail Address: dlowry@cityof Troy.us

Mailing Address: PO Box 389 Troy, Tx. 76579

Please rate the following on a scale of excellent, good, fair, poor or (n/a) not applicable.

	Excellent	Good	Fair	Poor	n/a
Reliability: provides what is promised dependably and accurately	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responsiveness: reacts and responds promptly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Technical Quality: service is complete, accurate, and thorough	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Customer Service: staff is informative, respectful, and helpful	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness: on-time completion of tasks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff Quality: staff is knowledgeable, certified, licensed, and experienced	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: I would like to see a more current reflection on TMS


Signature



REFERENCE FORM

Date of Completion: 2/15/2013
 Municipality: SELMA, TX
 Name: LARRY VERNERL Title: CITY ENGINEER
 Phone: (210) 651-7828 Fax: (210) 651-0469
 E-mail Address: lvernerv@ci.selma.tx.us
 Mailing Address: 9375 CORPORATE DRIVE, SELMA, TX 78154

Please rate the following on a scale of excellent, good, fair, poor or (n/a) not applicable.

	Excellent	Good	Fair	Poor	n/a
Reliability: provides what is promised dependably and accurately	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responsiveness: reacts and responds promptly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Technical Quality: service is complete, accurate, and thorough	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Customer Service: staff is informative, respectful, and helpful	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness: on-time completion of tasks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff Quality: staff is knowledgeable, certified, licensed, and experienced	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____



 Signature

**REQUEST FOR QUALIFICATIONS
ISSUED BY
THE CITY OF EL PASO
FINANCIAL SERVICES / PURCHASING DIVISION**

SOLICITATION NO: 2013-128R **DATE ISSUED: JANUARY 22, 2013**
**TITLE: THIRD PARTY NEW SINGLE STORY COMMERCIAL, TWO STORY MIXED USE AND A MAXIMUM
OF THREE STORY APARTMENT BUILDING INSPECTION AND PLAN REVIEW SERVICES (RE-BID)
CITY DEVELOPMENT DEPARTMENT**

An original, signed, sealed, OFFER to furnish the goods and/or services set forth below will be received at the place indicated below, until:
2:00 PM, local time, WEDNESDAY, FEBRUARY 20, 2013

NOTICE When used in Request for Proposals, the terms 'Offer' and 'Proposal' and 'Offeror' and 'Vendor' are interchangeable.

**ADDRESS OFFERS TO:
PURCHASING MANAGER
FINANCIAL SERVICES / PURCHASING DIVISION
CITY OF EL PASO**

MAIL TO:

CITY OF EL PASO **OR**
FINANCIAL SERVICES DEPARTMENT/PURCHASING DIVISION
2 CIVIC CENTER PLAZA, 7TH FLOOR
EL PASO, TX 79901-1196

HAND DELIVER TO:

CITY HALL, 7TH FLOOR
2 CIVIC CENTER PLAZA
FRANKLIN & SANTA FE ST.
EL PASO, TX 79901

FOR ADDITIONAL INFORMATION CONCERNING THIS SOLICITATION, CONTACT:
DENISE BAISLEY, PROCUREMENT ANALYST
Telephone: [915] 541-4263 FAX: [915] 541-4347 Email: BAISLEYDX@elpasotexas.gov

EXPIRATION OF OFFERS

The Offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth below, if this offer is accepted within ONE HUNDRED TWENTY [120] consecutive days from the date set for the receipt of offers.

AMENDMENTS TO SOLICITATION

Receipt of all numbered amendments to Solicitations must be acknowledged:

AMENDMENT	DATED	AMENDMENT	DATED	AMENDMENT	DATED	AMENDMENT	DATED
A001	2-14-13	A002	2-18-13	A003	2-18-13	A004	_____
A005	_____	A006	_____	A007	_____	A008	_____

OFFER SUBMITTED BY

Bureau Veritas North America, Inc.

COMPANY NAME AS IT APPEARS ON ORGANIZATION CERTIFICATE ISSUED BY STATE IN WHICH COMPANY WAS ORGANIZED

1000 Jupiter Road, Suite 800

STREET ADDRESS

P.O. BOX NUMBER

Plano, TX 75074

CITY, STATE AND ZIP CODE

800.906.7199

800.910.8284

TELEPHONE NUMBER

FAX NUMBER

christy.dale@us.bureauveritas.com

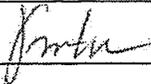
PLEASE CHECK PREFERRED ADDRESS FOR RECEIVING SOLICITATION DOCUMENTS.

E-Mail address

OFFER EXECUTED BY [PLEASE PRINT]

Van Tran - Vice President

NAME AND TITLE OF PERSON AUTHORIZED TO OBLIGATE COMPANY



SIGNATURE AND DATE OF OFFER

WITHOUT AN ORIGINAL SIGNATURE ON THIS OR OTHER DOCUMENT BINDING THE OFFEROR, THE OFFER WILL BE REJECTED

NOTE: AWARD OF THE CONTRACT RESULTING FROM THIS SOLICITATION WILL BE MADE TO THE SUCCESSFUL OFFEROR BY AN AUTHORIZED WRITTEN NOTICE, WHICH MAY BE IN THE FORM OF A LETTER NOTICE OF AWARD OR A PURCHASE ORDER ISSUED BY THE CITY OF EL PASO. THIS IS A ONE TIME CONTRACT

BUSINESS INFORMATION CERTIFICATION

Mark all that apply.

- | | |
|--|--|
| <input type="checkbox"/> Manufacturer or Producer | <input type="checkbox"/> Disadvantaged Business Enterprise |
| <input type="checkbox"/> Wholesaler | <input type="checkbox"/> Asian - Pacific American |
| <input type="checkbox"/> Retailer | <input type="checkbox"/> Black American |
| <input type="checkbox"/> Franchised Distributor | <input type="checkbox"/> Hispanic American |
| <input type="checkbox"/> Factory Representative | <input type="checkbox"/> Native American |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Woman Owned Business |
| <input checked="" type="checkbox"/> Large Business | <input type="checkbox"/> Handicapped |
| <input type="checkbox"/> Small Business | <input type="checkbox"/> Local Business Enterprise |
| | <input type="checkbox"/> HUB State Certified Historically Underutilized Business
(please furnish copy of Certification) |

SMALL BUSINESS CONCERN: Less than \$1,000,000.00 in annual receipts or fewer than one hundred [100] full time employees.

DISADVANTAGED BUSINESS ENTERPRISE: At least fifty-one percent [51%] owned by one or more socially disadvantaged individuals, or a publicly held corporation with at least fifty-one percent [51%] of the stock owned by one or more such individuals.

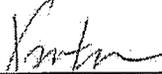
WOMAN-OWNED BUSINESS: At least fifty-one percent [51%] owned by a woman, or women, who also control and operate the business. "Control" in this context means making policy decisions. "Operate" in this context means actively carrying on day to day management

HANDICAPPED: At least fifty-one percent [51%] owned by a person or persons with an orthopedic, otic [hearing], optic [visual], or mental impairment which substantially limits one or more of their major life activities.

LOCAL BUSINESS ENTERPRISE: A legal entity, a least fifty-one percent [51%] of which is owned by a resident, or residents of El Paso County, and which concern has been physically located within the legal boundaries of El Paso county for at least twelve [12] months.

HUB [HISTORICALLY UNDERUTILIZED BUSINESS]: A Business Enterprise, which has been granted a Certificate by the State of Texas, as a Historically Underutilized Business. The City of El Paso utilizes information on Historically Underutilized Businesses (HUB), from the State of Texas Comptroller of Public Accounts (CPA), HUB Program, 1711 San Jacinto Ave, P.O. Box 13186, Austin, Texas 78711. The City encourages you to contact the State if you feel you may qualify.

I certify that the foregoing information is a full, true and correct statement of the facts.



Signature of Person Authorized to Sign Application

Van Tran, Vice President

Title

February 20, 2013

Date

9. **Taxpayer Identification.** In completing this Affidavit, I have also attached a copy of a completed Form W-9 that shows the Offeror's taxpayer identification number (Employer Identification Number or Social Security Number). I understand that failure to provide this information may require the City to withhold 20% of payments due under the contract and pay that amount directly to the IRS.

10. Additional Information (state the number of paragraph above which corresponds to the information provided)

#4 - Other Names under which the Offeror has used in the past prior to their acquisition by Bureau

Veritas include Atlantic Inland, Inc., BTC Laboratories, Inc., Clayton Group Services, Inc.,

Earth Consultants, Inc., Graham Marcus, Inc., Inspectorate, Guardian Inspection Services,

Intercounty Laboratories, USL, Inc., Linhart Peterson Powers Associates (LP2A), Inc.,

Natisco Risk & Safety Services, Inc, Professional Engineering & Inspection Company (PICO), Inc.,

Robert W. Hunt Company, Terra Mar, Inc., U.S. Engineering Laboratories, Inc., U.S. Laboratories, Inc.

(Attach additional pages if needed)

Attached are the following:

Certificate of Organization (required by Paragraph 5)

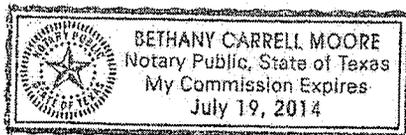
Taxpayer Identification (required by Paragraph 9)

I understand that by providing false information on this Affidavit, I could be found guilty of a Class A misdemeanor or state jail felony under the Texas Penal Code, Section 37110. In addition, by providing false information on this Affidavit, the Offeror it could be considered not responsible on this and future solicitations, and such determination could result in the discontinuation of any/all business or contracts with the Offeror by the City of El Paso.

SUBSCRIBED AND SWORN to before me on this

Yontu
Signature
20th day of February, 2013

Bethany Carrell Moore
Notary Public



Bethany Carrell Moore
Printed Name
July 19, 2014
Commission Expires

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "BUREAU VERITAS NORTH AMERICA, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTEENTH DAY OF JANUARY, A.D. 2007.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "BUREAU VERITAS NORTH AMERICA, INC." WAS INCORPORATED ON THE TWENTY-SIXTH DAY OF MARCH, A.D. 2003.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



3640637 8300

070059627

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5365028

DATE: 01-18-07

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Bureau Veritas North America, Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) 1601 Sawgrass Corporate Parkway, Suite 400	Requester's name and address (optional)
City, state, and ZIP code Fort Lauderdale, FL 33323		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-				-		
Employer identification number									
0	6								
			-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Nicole K. Serajusa</i>	Date ▶ <i>11/30/11</i>
------------------	--	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



(Rev. Sept. 2009)

**City Of El Paso
Financial Services Department – Purchasing Division**

6.4 INDEBTEDNESS AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned authority, on this day personally appeared Van Tran [FULL NAME] (hereafter "*Affiant*"), a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed stated as follows:

1. Affiant is authorized and competent to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Affiant is an authorized representative of the following company or firm: Bureau Veritas North America, Inc.
[Contracting Entity's Corporate or Legal Name] (hereafter, "*Contracting Entity*").
3. Affiant is submitting this affidavit in response to the following bid: *Solicitation No. 2013-128R THIRD PARTY NEW SINGLE STORY COMMERCIAL, TWO STORY MIXED USE AND A MAXIMUM OF THREE STORY APARTMENT BUILDING INSPECTION AND PLAN REVIEW SERVICES (RE-BID) – CITY DEVELOPMENT DEPARTMENT*, which is expected to be in an amount that exceeds \$50,000.00.
4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

- | | |
|---|---|
| <p>For Profit Entity (select below):</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input checked="" type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Joint Venture</p> <p><input type="checkbox"/> Limited Liability Company</p> <p><input type="checkbox"/> Other (Specify type in space provided below):
_____</p> | <p>For Non-Profit Entity or Other (select below):</p> <p><input type="checkbox"/> Non-Profit Corporation</p> <p><input type="checkbox"/> Unincorporated Association</p> |
|---|---|

5. The information shown below is true and correct for the Contracting Entity. If Contracting Entity is a sole proprietorship or partnership, list all owners of 5% or more of the Contracting Entity. Where the Contracting Entity is an unincorporated association, the required information has been shown for each officer. [Note: In all cases, use FULL name, business and residence addresses and telephone numbers.]

Contracting Entity:

Name	Bureau Veritas North America, Inc.
Business Address [No./Street]	1000 Jupiter Road, Suite 800
City/State/Zip Code	Plano, TX 75074
Telephone Number	800.906.7199
Resident Address (if applicable)	N/A
City/State/Zip Code	N/A
Telephone Number	N/A
Federal Tax ID Number	06-1689244
Texas Sales Tax Number	10616892443

5% Owner(s) or Officers of Unincorporated Association ** (If none, state "None"):

Name	None
Business Address [No./Street]	
City/State/Zip Code	
Telephone Number	
Resident Address (if applicable)	
City/State/Zip Code	
Telephone Number	

**Attach additional pages if necessary to supply the required names and addresses.

6. Affiant understands that in accordance with Ordinance No. 016529 of the City of El Paso (the "City"), the City may refuse to award a contract to or enter into a transaction with Contracting Entity that is an apparent low Offeror or successful Offeror that is indebted to the City.
7. Affiant understands that the term "**Debt**" shall mean any sum of money, which is owed to the City by a Contracting Entity, Owner, or Vendor, that exceeds one hundred dollars (\$100.00) and that has become Delinquent, as defined hereinafter. Such Debt shall include but not be limited to: (i) property taxes; (ii) hotel/motel occupancy taxes; and (iii) license and permit fees.
8. Affiant understands that the term "**Delinquent**" shall mean any unpaid Debt that is past due for sixty (60) days or more and, which is not currently subject to challenge, protest, or appeal.
9. Affiant represents that to the best of its knowledge, the Contracting Entity is not indebted to the City in any amounts as described in Item No. 7 above, as of the date of the submittal. If the Contracting Entity is indebted to the City, the following represents the type and estimated amount of indebtedness:

N/A

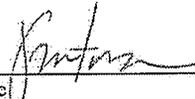
10. If the Contracting Entity is indebted to the City, describe any payment arrangements that have been entered into to settle the Debt.

N/A

11. In the event that the City refuses to do business with a Contracting Entity due to any indebtedness listed above or as determined by the City Financial Services Department, the Contracting Agency may appeal this determination in accordance with the appeal regulations in Ordinance 016529.

Affiant certifies that he is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein; and that the information provided herein is true and correct to the best of Affiant's knowledge and belief. Affiant understands that providing false information on this form shall be grounds for debarment and discontinuation of any/all business with the City of El Paso.

SUBSCRIBED AND SWORN to before me on this


 Signature _____
 20th _____ day of February _____, 20 13
 Bethany Carrell Moore
 Notary Public
 Bethany Carrell Moore
 Printed Name
 July 19, 2014
 Commission Expires



CITY OF EL PASO PURCHASING DEPARTMENT
VENDOR INFORMATION FORM

This form must be accompanied by an IRS Form W-9 and Conflict of Interest Questionnaire.

Add Update Inactivate Vendor Contractual Employee City of El Paso Employee

Send To: Suky Flores, Sr. Office Asst. - Purchasing Telephone #: 915-541-4179 Fax #: 915-541-4347

From: Name: _____ City Department: _____ Tel. # _____

VENDOR SALES ADDRESS: If same as W-9 check box

Company Name: Bureau Veritas North America, Inc.

Street: 1000 Jupiter Road, Suite 800

City: Plano State TX Zip Code 75074

Contact Name & Title: Van Tran, Vice President

Telephone # (800) 800-906-7199 Fax # (800) 910-8284

E-Mail Address: christy.dale@us.bureauveritas.com Web Page: www.us.bureauveritas.com

VENDOR STATUS:

- (Yes) (No) Small business concern (Less than \$1,000,000.00 Annual Receipts or 100 employees.)
(Yes) (No) Disadvantage business concern (At least 51% owned by one or more socially disadvantaged individuals; or, a publicly-owned business at least 51% of the stock owned by one or more of such individuals.) If your company is certified please send us a photo copy. We must have an updated copy of the certificate on file. DBES include (Please mark one):
() Black Americans () Hispanic Americans
() Native Americans () Asian-Pacific Americans
(Yes) (No) Woman-owned business (At least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.)
(Yes) (No) Handicapped (At least 51% owned by a person or persons with an orthopedic, hearing, mental or visual impairment which substantially limits one of more of his/hers/their major life activities.)
(Yes) (No) Local business enterprise (At least 51% of which is owned by a resident or residents of El Paso County and the principal place of business is in El Paso County.)
(Yes) (No) Hub (Historically underutilized business) If your company is certified please send us a photo copy. We need to have an updated copy of the certificate on file.

CITY OF EL PASO EMPLOYEES (IRS-Withholding not required for the following items)

Pension Refund Mileage Reimbursement Settlement Travel Request Tuition Reimbursement

CONTRACTUAL EMPLOYEES OR VENDORS

- Based on W-9, Individual/Sole Proprietor or Partnership are marked as withholding. Corporation is not marked as withholding.
- Vendors for Rent, Medical Services, Attorney Fees are always marked as withholding, even if they are a Corporation

IRS-Withholding required information - Mark one of the following which applies to the type of payment that will be made to the vendor: (Incomplete forms will be returned to requester),

- Wages (Withholding / Default Class 7) Juror (No Withholding / No Default Class)
 Goods (No Withholding / No Default Class) Services (Withholding / Default Class 7)
 Settlement / Attorney Proceeds (Withholding / Default Class 14) Rental Property (Withholding / Default Class 1)
 Medical & Healthcare (Withholding / Default Class 6) Stipend (No Withholding / No Default Class)
 Garnishment Vendor (No Withholding / No Default Class) Corporation (No Withholding / No Default Class)

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

Bureau Veritas North America, Inc.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

Not Applicable

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

Not Applicable

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

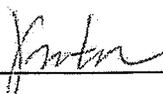
Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

None

7



Signature of person doing business with the governmental entity

2/20/2013

Date



Contract Clauses and Forms

Prior or Pending Litigation

Please understand in the course of our business meritorious claims arise from time to time. It is the Company's policy not to comment on any current litigation. However, without waiving its policy, the Company has no judgments, pending litigation, liens, or claims that would adversely impact the financial stability, insurability, or performance of professional services of the Company. In a good faith effort to respond, attached please find the litigation as requested. As one of the largest firms providing construction code compliance and plan check services, BV is the recognized leader in its field worldwide.

"BV Client name Claimant name if different"	Narrative	Case Information
Koenigghofer v Bureau Veritas North America, Inc.; 30-2010-00343152-SC-SC	Small claims matter - alleged negligence	Dismissed 07/2010
McBride v Bureau Veritas North America, Inc.; MJ 28301-CV-0000150-2011	Small claims matter - alleged negligence	Settled for di minimus amount on 03/19/2012
Walls v Bureau Veritas North America, Inc., f/k/a Guardian Inspections	1/2009 Alleged negligent electrical inspection leading to a fire - total loss of dwelling	Settled for di minimus amount on 08/2010
Peter Moore v City of Tracy, Berryman & Henigar, et al	6/2009 Alleged negligent road way design resulting in an auto accident. Berryman & Heniger, now known as Bureau Veritas North America, Inc. work unrelated to incident	Dismissed 5/2010
MPC Industries v City of Huntingdon Beach; City of Huntingdon Beach v Bureau Veritas North America, Inc.; Case No. 30-2008-00113320	2/25/2009 Cross Claim for alleged negligent design of a gravity sewer. Active litigation	Pending litigation
Greenman Penderson, Inc. v Berryman & Henigar, Inc., and Bureau Veritas North America, Inc. et al	Allegation of losses arising from delay in work product. Active litigation	Pending litigation
Pinellas County v. Bureau Veritas North America, Inc.; Case No. 10-17662-CI-015	Allegation of losses arising from delay in work product. BH entity sold. Suit filed January 2011.	Active