

Request for Qualifications

Professional Services For

**Various Parks ADA
Compliance Analysis**

Contract Number: R-15-021-101

City of Chattanooga, Tennessee

March 2016



Section 1

Introduction

REQUEST FOR QUALIFICATIONS
PROFESSIONAL SERVICES FOR
VARIOUS PARKS ADA COMPLIANCE ANALYSIS
CONTRACT NO. R-15-021-101
CITY OF CHATTANOOGA, TENNESSEE

1.0 INTRODUCTION

1.1 BACKGROUND

The City of Chattanooga, in its ongoing efforts to maintain ADA compliance throughout the City, recognizes the need to periodically review facilities throughout the City to ensure compliance with the most recent ADA Requirements. The City Parks Maintenance Division maintains a wide variety of properties and facilities that are open to the public, and currently has a master list of over 150 properties. As part of the City efforts to ensure compliance with ADA requirements, these facilities need to be inspected and reviewed periodically to assess the level of compliance with the most current ADA requirements.

1.2 PURPOSE OF RFQ

The City needs to contract a consultant for professional services to inspect and assess ADA compliance throughout the city's Parks Facilities, including, but not limited to, playgrounds, restrooms, structures, accessibility, parking areas, and entrances and exits. The city is requesting assistance in the assessment of these facilities and a report summarizing the assessment, listing facilities assessed and individual components of non-compliance within each facility. The City is using this RFQ as the mechanism for soliciting Qualifications Packages (QPs) from interested consultants.

1.3 DESCRIPTION OF PROJECT SCOPE

The project is specifically defined to provide inspection services related to the city's compliance or non-compliance with current ADA requirements. The inspections are to be performed in various City Parks and include evaluation of compliance regarding restroom facility layout, accessibility to various structures and locations throughout the parks, amenities within the park such as drinking fountains and picnic tables, parking and passenger loading, entrances and exits, signage, barriers to travel, and any other issues related to ADA compliance not specifically mentioned here. Inspections are to include taking of measurements required to determine compliance or non-compliance related to spacing, clearance, slopes, and other measurements as needed.

Due to the fact that the Parks Maintenance Division has a limited annual budget for the inspection of its properties, the assessments required in this project are initially scheduled to span up to three years. The budget for assessments for the first year is \$150,000. The budget for subsequent years will be set based on input from the selected consultant after an initial review of the total scope of work.

The Consultant agrees to provide the following services:

1.3.1 Coordination with the Parks Maintenance Division

- 1.3.1.a. Based on the limited initial budget for inspections, the consultant will need to coordinate with the Parks Maintenance Division to determine a priority schedule for the inspections to determine which parks or facilities need to be assessed soonest, and which may be put off until a later budget year. It is expected that the Parks Maintenance Division personnel will provide information such as park size, maps, and/or usage to assist in determining the priority schedule.

1.3.2 Field Inspection

- 1.3.1.b. The Consultant shall conduct a field inspection the facilities as listed on the priority schedule. Field observations and/or measurements shall be taken to determine the compliance level of features throughout each park facility. The inspection shall be performed in accordance with any ADA inspection standards.

1.3.2 Inspection Report

- 1.3.2.a. Consultant shall prepare an inspection report describing the condition of each facility assessed, list all known deficiencies and include recommendations for any repairs or remediation needed, and provide cost estimates for each recommendation.
- 1.3.2.b. A preliminary inspection report shall be submitted to the City for review and comment. Upon incorporating all comments, the final report will be submitted to the City.

1.3.3 Assist with Preparation and/or Review of Plans and Specifications

- 1.3.3.a. It is expected that the remediation of any ADA deficiencies will range in complexity from simple equipment placement to complex construction designs. The chosen Consultant will be asked to assist in the preparation of any remediation plans by reviewing equipment selections, construction plans, and construction specifications to ensure compliance with proposed remediation objectives.
- 1.3.3.b. The selected Consultant may be requested to re-assess certain locations or facilities after remediation has been performed to ensure that the desired outcome has been achieved.

Section 2
Qualifications Package Instructions

2.0 QUALIFICATIONS PACKAGE (QP) INSTRUCTIONS

2.1 GENERAL

Seven (7) bound copies, one (1) unbound original copy, and an electronic copy in Word or PDF format of the QP shall be submitted. The QP should be limited to the requested content.

All QPs shall be submitted in a sealed envelope or box marked "**R-15-021-101: Various Parks ADA Repairs Assessments**". The original and copies of the QP shall be indexed with tabs for each section.

All QPs shall be submitted no later than **4:00 p.m. EDT, on Thursday, April 7, 2016**, to the attention of:

City of Chattanooga
Debbie Talley
Purchasing Department
101 E. 11th Street, Suite G13
Chattanooga, TN 37402
Phone: (423) 643-7230
FAX: (423) 643-7244

NOTE: QPs shall address only the information requested in the RFQ. The City is not interested in "fluff or filler." It is interested in the resumes of the people that will be working on the project and descriptions of similar projects on which they have worked independently or together. Resumes of others who will not be working on the project or project descriptions that are not recent or not relevant to the RFQ are not wanted.

2.2 QP WITHDRAWAL PROCEDURE

QPs may be withdrawn up until the date and time set above for opening of QPs. Any QP not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of (90) days to provide the services set forth in the QP or until one of the QPs has been accepted and a contract has been executed between the City and the successful QP submitter.

2.3 RESERVATION OF CITY RIGHTS

- A. The City reserves the right to request clarification of submitted information and to request additional information of one (1) or more QPs.
- B. The City reserves the right to negotiate an Agreement/Contract for the **Various Parks ADA Repairs Assessments** with the next most qualified finalist if the successful finalist does not execute an Agreement/Contract within seven (7) days after submission of an Agreement to such offer. The City reserves the right to negotiate all elements of work that comprise the selected QP submitter.
- C. The City reserves the right, after opening the QPs or at any other point during the selection process, to reject any or all QPs, modify or postpone the proposed project, evaluate any alternatives offered or accept the QP that, in the City's sole judgment, is in its best interest.

- D. The City reserves the right to terminate the Agreement if the Consultant fails to commence the work described herein upon giving the Consultant a 30 day written Notice of Award

**2.4 PRE- RFQ CONFERENCE
(Contingent on Scope and Volume of Questions Received From Potential QP Submitters)**

**2.5 FACILITY VISITS
(Contingent on Scope and Volume of Questions Received From Potential QP Submitters)**

2.6 ADDITIONAL REQUESTS FOR INFORMATION

Any additional requests for information must be directed in writing to the City by **12:00 p.m. EDT, on Thursday, March 24, 2016**. The requests will be addressed to the fullest extent possible by the City in writing and sent to each responder to the RFQ by **end of day on Thursday, March 31, 2016**. After that time, no further requests for information will be received or responded to.

Requests for information or clarification shall be sent to:

City of Chattanooga
Debbie Talley
Purchasing Department
101 E. 11th Street, Suite G13
Chattanooga, TN 37402
Phone: (423) 643-7230
FAX: (423) 643-7244

The City specifically requests that any contact concerning this RFQ be made exclusively with the Purchasing Department, or its designee, until selection has been completed. Failure to honor this request will be negatively viewed in the selection process.

2.7 AFFIRMATIVE ACTION PLAN

The City is an equal opportunity employer and during the performance of this Contract, the Consultant agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- C. The Consultant will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City, any Consultant and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Consultant's goals for minority and women utilization as a percentage of the work force on this project.
- E. This Plan or any attachments thereto, shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto, shall further describe the methods by which the Consultant and/or subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

During the term of this Contract, the Consultant upon request of the City will make available for inspection by the City copies of all payroll records, personnel documents, and similar records or documents that may be used to verify the Consultant's compliance with these Equal Opportunity provisions.

Section 3
Qualifications Package Contents

3.0 QUALIFICATIONS PACKAGE CONTENTS

3.1 GENERAL INFORMATION

The QP shall provide the following general information:

- A. The name, address, telephone and facsimile numbers, and email address of the Consultant and principal contact person.
- B. Identify the type of firm or organization (corporation, partnership, joint venture, etc.) and describe the entity that will serve as the contracting party.
- C. Submit a project organization chart.
- D. QP shall identify the portions of the work that will be undertaken directly by the Consultant and what portions of the work will be subcontracted. At a minimum, QPs must identify the lead parties that will undertake the various roles for the various phases.
- E. Describe the proposed contractual relationships between the Consultant and all major partners and subcontractors relative to the various phases of the project.
- F. Describe the history of the relationships among the Project Team members, including a description of past working relationships.
- G. Provide the history, ownership, organization, and background of the Consultant. If the Consultant is a joint venture, the required information must be submitted for each member of the joint venture firm. Include the following:
 - 1. Names of partners, and company officers who own 10 percent or more of the shares.
 - 2. If the Consultant or joint venture is a subsidiary of a parent company, state when the subsidiary was formed and its place in the corporate structure of the parent company. If a subsidiary is newly created for the purposes of responding to this RFQ, the reasons for this action must be fully disclosed.
 - 3. Identify any lawsuits or litigation, permit violations, and/or contract disputes for other projects by the Consultant.

3.2 QUALIFICATIONS AND EXPERIENCE

The Consultant shall provide the following regarding technical qualifications and experience dealing with the **Various Parks ADA Repairs Assessments**.

A. General Experience

Provide a summary of the experience of the Consultant's Project Team.

B. Project Team Members Experience

Provide resumes of the Consultant's Project Team including the Project Manager and all key technical personnel that will be used. Resumes should include information on professional registrations and certifications of each team member.

C. Previous Experience With Similar Projects

Provide a list of three (3) to five (5) projects of similar type that the Consultant's Project Team has worked on independently or together. Include the name, description, and location of each project; dates work was performed; and name, address, and phone number of owner and/or contact person.

3.3 PROPOSED SCOPE OF WORK

A. General Scope of Work

1. The Consultant shall describe in detail the overall approach that will be used by its Project Team to perform the scope of work described herein for **Various Parks ADA Repairs Assessments**.
2. The Consultant shall provide all labor, benefits, equipment, materials, fuel, utilities, insurance, out-of-pocket expenses, and other related services required in connection **Various Parks ADA Repairs Assessments**.
3. The Consultant shall obtain all necessary permits and approvals from all federal, state, and local regulatory agencies related to **Various Parks ADA Repairs Assessments**. Furnish copies of all required permits and approvals to the City.
4. The Consultant shall provide and submit reports and certifications as required by all applicable federal, state, and/or local regulations in regards to the design and construction of **Various Parks ADA Repairs Assessments**. Furnish a copy of all required reports to the City in a timely manner.
5. The Consultant shall coordinate its work with the operating schedule of the City as required.
6. The Consultant shall conduct the work **Various Parks ADA Repairs Assessments** in compliance with all applicable federal, state, and local laws, regulations, permits, and approvals.

7. The Consultant shall provide adequate supervision, and technical and managerial oversight of the Consultant's employees, subcontractors, and agents.

B. Specific Scope of Work

The Consultant shall provide professional services for the development and delivery of an inspection report detailing the ADA compliance level of a variety of City of Chattanooga Parks Facilities.

3.4 CITY SUPPLIED SERVICES

The City will provide a Project Manager as the single point of contact who will be the responsible party for the City. Any available information that may be relevant to the project may be obtained through the Project Manager.

3.5 FINANCIAL RESOURCES

The Consultant shall provide documentation that the firm is of sound financial standing and have the financial ability to work in the capacity of professional services.

3.6 TERMS AND CONDITIONS

The terms and conditions shall be those addressed in the City standard engineering contract/agreement unless otherwise listed below.

http://www.chattanooga.gov/Public_Works/70_SOPs.htm

- A. The Consultant shall at all times during the term of the Contract or agreement and for a period of five (5) years after the end of the contract, keep and maintain records of the work performed pursuant to this Contract or Agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Consultant. Documents shall be maintained by the Consultant necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles. The Consultant shall at its own expense make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.
- B. The obligations of this Section shall be explicitly included in any Subcontracts or Agreements formed between the Consultant and any subcontractors or suppliers of goods or services to the extent that those Subcontracts or Agreements relate to fulfillment of the Consultant's obligations to the City.
- C. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City unless the audit identifies significant findings that would benefit the City. The Consultant shall reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.

- D. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

3.7 LENGTH OF CONTRACT

The end of the Contract for the related scope of work for the ADA Assessment services as described herein shall be for a one (1) year term, with up to two (2) one year renewal extensions for a total of of three (3) years, unless otherwise approved by the City.

Section 4
Review and Evaluation of QPs

4.0 REVIEW AND EVALUATION OF QPs

4.1 REVIEW COMMITTEE

A review committee consisting of individuals selected by the City shall receive and review all submitted QPs. The City, in its sole judgment, shall decide if a QP is viable.

4.2 FORMAL PRESENTATIONS

After reviewing each QP submittal, the City may prepare a short list of up to three (3) qualified firms for formal presentations. The City reserves the right to invite more or less than this number if the quality of the QPs so merits, or not to prepare a short list and require formal presentations.

4.3 SELECTION CRITERIA

Selection of Consultant for formal presentations and/or the one (1) contract/agreement negotiation will be based on an objective evaluation of the following criteria:

- A. Past experience in the required disciplines with City.
- B. Qualification and availability of staff.
- C. Demonstrated ability to meet schedules without compromising sound engineering practice.
- D. Evaluations on prior City projects, if available.
- E. Size of previous projects.
- F. Amount of work currently under contract with City.
- G. Whether the consultant can perform the work efficiently without compromising sound engineering practice.
- H. Other factors approved by the City Engineer.
- I. Evaluation proceedings shall be conducted within the established guidelines regarding equal employment opportunity and discriminatory action based upon the grounds of race, color, sex, creed, or national origin.

4.4 SELECTION OF FINALIST

After the review of the QPs by the Review Committee and possibly formal presentations, the City may, at its sole option, elect to reject all QPs or elect to pursue the project further. In the event that the City decides to pursue the project further, the City will select the highest ranked finalist to negotiate an Agreement.