

Request for Qualifications

Professional Services For ADA Self-Assessment and Transition Plan

Contract Number: T-18-011-101

**Chattanooga Department of Transportation
City of Chattanooga, Tennessee**

July 2018



Section 1

Introduction

REQUEST FOR QUALIFICATIONS

PROFESSIONAL SERVICES FOR ADA Self-Assessment and Transition Plan

CONTRACT NO. T-18-011-101
CITY OF CHATTANOOGA, TENNESSEE

1.0 **INTRODUCTION**

1.1 **BACKGROUND**

The Americans with Disabilities Act (ADA) became federal law on January 26, 1992. The fundamental goal of the ADA is to ensure equal access to civic life by individuals with disabilities. The ADA comprises five titles prohibiting discrimination against individuals with disabilities within the United States. Title II of the ADA requires state and local governments to make their facilities, programs, and services accessible to individuals with disabilities. It also established physical access requirements for public facilities. Under Title II of the ADA, the City of Chattanooga is required to perform a Self-Assessment of City facilities, programs, and services and create an ADA Transition Plan to record barriers to accessibility and to plan for eliminating those barriers.

The City of Chattanooga is committed to providing access to facilities, programs, and services for all people, to include compliance with the Title II of the ADA. The City of Chattanooga's mission is to break down the barriers that prevent people from living the lives they want in our community. We acknowledge that barriers to accessibility, whether sidewalks that are inaccessible to someone who uses a wheelchair or a website inaccessible to someone who is visually-impaired, prevent people from living the lives they want and accessing the services they need. Undertaking the creation of the ADA Self-Assessment and Transition Plan will help the City identify and plan for how to eliminate those barriers, one step toward empowering Chattanoogaans to build the community we strive to be.

1.2 **PURPOSE OF RFQ**

The City of Chattanooga (City) is seeking to contract with a qualified firm to undertake the development of an ADA Self-Assessment of all City facilities, programs, and services and create

an ADA Transition Plan to bring the City into compliance with Title II of the Americans with Disabilities Act. The selected firm shall have relevant experience with all federal accessibility regulations, preparation of Self-Assessment and ADA Transition plans, and coordination across governmental agencies and with members of the public. The City is using this Request for Qualifications (RFQ) as the mechanism for soliciting Qualifications Packages (QPs) from interested, qualified consultants.

1.3 PROJECT OBJECTIVES

The overall objectives for the ADA Self-Assessment and Transition Plan include:

- Understand and identify existing barriers to accessibility across City facilities, programs, and services
- Plan for removal of existing barriers
- Creation of an ADA Transition Plan in accordance with FHWA and TDOT requirements
- Engagement of City staff, elected officials, individuals with disabilities, disability advocacy groups, and the general public in the creation of the ADA Self-Assessment and Transition Plan

1.4 PROJECT SCOPE

A. General Scope of Work

The scope of services details aspects of the Self-Assessment and creation of an ADA Transition Plan. Additional steps may be added as the applicant determines appropriate based upon their experience. At minimum, the respondent will be responsible for providing the services described below:

1. Conducting a Self-Assessment of all relevant public facilities, programs, and services that identifies all barriers to accessibility. The development of this Self-Assessment will include review of previous City Self-Assessments, research, field data collection, and data analysis.
2. Developing an ADA Transition Plan. This Plan will identify barriers to accessibility in all public facilities, programs, and services, prioritization methodology for barrier removal and replacement, recommendations for highest priority barriers for removal and replacement, timeline and cost estimate for barrier removal and replacement, and procedures for identifying and addressing future barriers to accessibility.
3. Coordinating involvement of various stakeholders, including but not limited to City staff, elected officials, individuals with disabilities, disability advocacy groups, and the general public.

It is the intention of the City for the ADA Transition Plan to be a pragmatic tool that identifies existing accessibility needs, and a living document that the City will continue to update and use to measure progress toward reducing barriers to accessibility and reassess future accessibility needs.

B. Specific Scope of Work

Self-Assessment

The Self-Assessment will identify all barriers to accessibility in relevant public facilities, programs and services, including:

- Location of barrier
 - For all barriers within the right-of-way and other locations as necessary, location information shall be precisely geolocated and provided in GIS format.
- Description of barrier
- Relative severity of barrier
- Other information needed for the creation of the ADA Transition Plan

Public facilities include:

- Publicly accessible buildings
- City parks
- City owned or operated parking lots
- Other City owned or operated structures
- All City right-of-way

Structures within the right-of-way to be assessed include but are not limited to:

- Curb ramps
- Sidewalks and other pedestrian ways
- Crosswalks and street crossings
- Pedestrian signals
- Other infrastructure within the right-of-way
 - Pedestrian overpasses and underpasses
 - Protruding objects
 - Street furniture
 - Transit stops and transit shelters
 - On-street parking
 - Passenger loading zones
 - Stairways and escalators
 - Handrails
 - Doors, doorways, and gates

City programs include but are not limited to:

- Activities and events hosted at and by City Libraries, Youth and Family Development Centers, and Outdoor Chattanooga
- City-sponsored public meetings

City services include but are not limited to:

- Issuance of City permits
- Payment of City fees

- City employment services
- City website and 311 services

ADA Transition Plan

The ADA Transition Plan will include:

- Background information
- Recommendations for new policies and procedures
- Self-Assessment
- Methods for removing barriers
- Prioritization methodology for removing barriers
- Proposed implementation schedule
- Cost estimates of removing barriers
- Methodology for measuring implementation, reporting on implementation, and updating the Self-Assessment and ADA Transition Plan
- Training for public employees
- Description of public involvement

Throughout the development of the Self-Assessment and ADA Transition Plan, the applicant will coordinate with the City to ensure that City staff, elected officials, individuals with disabilities, disability advocacy groups, and the general public have opportunities to contribute to and provide feedback on the Self-Assessment and ADA Transition Plan.

All data, documents, plans, exhibits, and other materials shall be provided to the City digitally in their native file formats, in pdf as appropriate, and in physical copies as necessary

1.5 PROJECT DESIGN STANDARDS

All facilities will be assessed for compliance with the Architectural Barriers Act Accessibility Standards, ADA Accessibility Guidelines, draft Public Rights-of-Way Accessibility Guidelines, and other guidelines as deemed appropriate and relevant by the Consultant and City.

1.6 PROJECT SCHEDULE

The Consultant shall base their response to this RFQ upon the following schedule:

- QP Due - August 17, 2018
- Engage Consultant - August 2018
- Completion of ADA Self-Assessment - March 2019
- Completion of ADA Transition Plan - August 2019

1.7 CITY SUPPLIED SERVICES

The City will provide the selected applicant:

- Previous Self-Assessments and ADA Transition Plans
- Locations of City facilities
- Location of existing sidewalk network
- Location of curb ramps
- Location of signalized intersections
- Location of pedestrian signals
- Data that may be relevant for the prioritization methodology for removing barriers (e.g. location of schools, parks, bus routes, etc.)

Other data may be available upon request. All location and condition data is approximate. Locations and conditions will need to be verified as part of the self-assessment.

Section 2

Qualifications Package Instructions

2.0 QUALIFICATIONS PACKAGE INSTRUCTIONS

2.1 GENERAL

One (1) original copy and an electronic copy in PDF format of the Qualifications Package (QP) shall be submitted. The QP should be limited to the requested content.

All QP shall be submitted in a sealed envelope or box marked “**ADA Self-Assessment and Transition Plan**”. 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 August 17, 2018** 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

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 “**ADA Self-Assessment and Transition Plan**” 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 ADDITIONAL REQUESTS FOR INFORMATION

Any additional requests for information must be directed in writing to the City by **12:00 p.m. EDT, on July 31, 2018**. 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 August 6, 2018**. 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 Debbie Talley, or her designee, until selection has been completed. Failure to honor this request will be negatively viewed in the selection process.

2.5 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 Qualifications Package (QP) shall provide the following general information:

- A. The name, address, telephone, 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. 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, QP 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 QP shall provide the following information regarding technical qualifications and experience:

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 and experience directly related to the proposed project for 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.

D. Experience with Architectural Barriers Act Accessibility Standards, ADA Accessibility Guidelines, draft Public Rights-of-Way Accessibility Guidelines, and other guidelines relevant to the proposed project.

3.3 PROPOSED PROJECT APPROACH

The QP shall provide the following information regarding proposed project approach:

Provide a detailed description of how the various elements of the self-assessment and transition plan will be completed, including descriptions of:

- Method(s) for completion of Self-Assessment of City public facilities, programs, and services
- Method(s) for completion of ADA Transition Plan
- Plan for public involvement and engagement throughout the length of the contract

The applicant is encouraged to include suggestions or supplemental tasks which may enhance the project, streamline the scope of work, improve cost effectiveness, or lead to a better quality finished product or process.

3.4 FINANCIAL RESOURCES

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

3.5 GENERAL CONDITIONS OF WORK FOR ADA SELF-ASSESSMENT AND TRANSITION PLAN

- A. The Consultant shall provide all labor, benefits, equipment, materials, fuel, utilities, insurance, out-of-pocket expenses, and other related services required in connection with project.
- B. The Consultant shall obtain all necessary permits and approvals from all federal, state, and local regulatory agencies related to project and furnish copies of all required permits and approvals to the City.
- C. 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 project. Furnish a copy of all required reports to the City in a timely manner.
- D. The Consultant shall coordinate its work with the operating schedule of the City as required.
- E. The Consultant shall conduct the work for project in compliance with all applicable federal, state, and local laws, regulations, permits, and approvals.
- F. The Consultant shall provide adequate supervision, and technical and managerial oversight of the Consultant's employees, subcontractors, and agents.

3.6 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.

3.7 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/transportation/transportation-design-and-engineering>

- 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.

3.8 LENGTH OF CONTRACT

The end of the Contract shall be fifteen (15) months after Notice of Award for the services.

Section 4

Review and Evaluation of Qualifications Packages

4.0 REVIEW AND EVALUATION OF QUALIFICATIONS PACKAGES

4.1 REVIEW COMMITTEE

A review committee consisting of individuals selected by the City shall receive and review all submitted Qualifications Packages (QP). 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

Consultant selection will be based on an objective evaluation of the following criteria:

- A. General experience
- B. Past experience in projects similar in nature
- C. Qualification and availability of staff
- D. Inclusion of individuals with disabilities on the Project Team
- E. The project approach that will be used by the Project Team to perform the scope of work
- F. Demonstrated ability to meet schedules
- G. Experience with design manuals adopted by the City

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.

No Contact/No Advocacy Affidavit

City of Chattanooga
Purchasing Division

State of _____

County of _____

_____ (agent name), being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of _____
_____ (business name), the Submitter of the attached sealed solicitation
response to Solicitation # _____;

(2) _____ (agent name) swears or affirms that the Submitter has
taken notice, and will abide by the following No Contact and No Advocacy clauses:

NO CONTACT POLICY: After the posting of this solicitation, a potential submitter is prohibited from
directly or indirectly contacting any City of Chattanooga representative concerning the subject matter of
this solicitation, unless such contact is made with the Purchasing Division.

NO ADVOCATING POLICY: To ensure the integrity of the review and evaluation process, companies
and/or individuals submitting sealed solicitation responses, as well as those persons and/or companies
formally/informally representing such submitters, may not directly or indirectly lobby or advocate to any
City of Chattanooga representative.

**Any business entity and/or individual that does not comply with the No Contact and No
Advocating policies may be subject to the rejection or disqualification of its solicitation response
from consideration.**

Submitter Signature:

Printed Name:

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2_____.

Notary Public: _____

My commission expires: _____

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

(SIGNED) _____

(PRINTED NAME) _____

(BUSINESS NAME) _____

(DATE) _____