



ADA Inspection and Reporting Services

RFP 11-1826

Metro Parks and Environmental Services Department

600 NE Grand Ave.
Portland, OR 97232
503-797-1700

Project Manager

Mike Brown
Mike.Brown@oregonmetro.gov
503-797-1509

Procurement Analyst

Kim Bardes
Kim.Bardes@oregonmetro.gov
503-797-1783

Notice is hereby given that proposals for RFP 11-1826 for *ADA Inspection and Reporting Services* shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on February 23, 2011. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. Proposals may be mailed, delivered, faxed or emailed. Proposers shall review all instructions and contract terms and conditions.

Request for Informal Proposals (RFP 11-1826)

FOR ADA INSPECTION AND REPORTING SERVICES

I. INTRODUCTION

The Parks and Environmental Services (PES) Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for ADA Inspection and Reporting Services. Proposals will be due no later than the date and time indicated on the RFP cover page in Metro's business offices at 600 NE Grand Avenue, Portland, OR 97232-2736

Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF PROJECT

Metro has engaged in recent discussions regarding the new ADA (Americans with Disabilities Act) regulations that go into effect March 15, 2011. This has given the agency an opportunity to review our current inspection processes regarding ADA compliance. Metro believes that an evaluation of our headquarters building, located at 600 NE Grand Ave Portland, Oregon, is necessary in order to ensure compliance with the new regulations. Therefore Metro is seeking the assistance of a qualified consultant to meet these objectives.

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described:

- Review existing inspection reports/programs and provide an assessment of the reports/program with regard to current ADA requirements and those that will go into effect March 15, 2011.
- Provide an onsite evaluation of the Metro Regional Center. The onsite evaluation should analyze all areas open to the public, all points of entry and all areas accessible to employees. Consultant will work with designated Metro staff to facilitate the onsite review and provide any required information.
- Provide two (2) individual written reports on Metro Regional Center. The first will speak to the programs and inspection process and the second pertaining to the actual ADA accessibility building compliance.
- Each report will include any procedures or processes that do not comply with the ADA regulations as well as accessibility of the public and employee area's as of the March 15, 2011 regulations. It will also include the approximate cost for completion of any proposed building modifications, and order of priority for the proposed modifications based on any legal compliance requirements or significant impact to the disabled community accessing Metro Regional Center or employees with disabilities.
- Provide a preliminary written report when approximately 75% of the Programs and Facilities evaluations are complete.
- Provide a final report upon completion of all evaluations with a proposed transition plan should the Consultant conclude that one is required by Metro.
- Provide two (2) copies of all reports and evaluations in a hard copy format as well as an electronic format. The selected firm will be required to attend and facilitate at least one (1) meeting with staff to explain its findings, recommendations and proposed modifications.

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IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following experience:

- Previous experience reviewing procedures and inspection programs as they pertain to ADA compliance and documenting any potential discrepancies as needed.
- Previous experience inspecting commercial or government buildings that are occupied predominantly by administrators and their support structure for compliance with all current and upcoming ADA accessibility requirements.
- Previous experience with preparing professional reports that document ADA compliance and discrepancies, as well as suggested actions required to achieve compliance.

V. PROJECT ADMINISTRATION

Mike Brown is the designated project manager for Metro. Proposer shall identify one point of contact for the resulting contract who shall work with the project manager during contract performance.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Proposals:

Four (4) copies of the proposal shall be mailed, faxed, hand-delivered or emailed to Metro, addressed to:

Metro Parks and Environmental Services
Attention: Mike Brown, RFP #11-1826
600 NE Grand Avenue
Portland, Oregon 97232
503-797-1509 Phone
503-797-1795 Fax
Mike.Brown@oregonmetro.gov

B. Deadline

Proposals will not be considered if received after the date and time indicated on the RFP cover page.

C. RFP as Basis for Proposals:

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Mike Brown, Project Manager. Any questions, which in the opinion of Metro, warrant a written reply or RFP addendum will be furnished to all parties receiving this RFP. Metro will not respond to questions received after February 16, 2011.

D. Information Release

All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity. In Accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.

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- E. Minority, Women and Emerging Small Business Program
In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue Portland, OR 97232, (503) 797-1816.

VII. PROPOSAL CONTENTS

The proposal should contain no more than twelve (12) pages of written material (excluding biographies and brochures, which may be included in an appendix), describing the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

- A. Transmittal Letter: Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days. *Not to exceed one (1) page(s).*
- B. Approach/Project Work Plan: Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule. *Not to exceed three (3) page(s).*
- C. Staffing/Project Manager Designation: Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract. Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The consultant must assure responsibility for any subconsultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort. *Not to exceed two (2) page(s).*
- D. Experience: Indicate how your firm meets the experience requirements listed in section IV of this RFP. List projects conducted over the past five years which involved services similar to the services required here. For each of these other projects, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles. *Not to exceed three (3) page(s).*
- E. Cost/Budget: Present the proposed cost of the project and the proposed method of compensation. List hourly rates for personnel assigned to the project, total personnel expenditures, support services, and subconsultant fees (if any). Requested expenses should also be listed. *Not to exceed one (1) page(s).*
- F. Diversity in Employment and Contracting: Include the employment practices of Proposer that provide opportunities for minorities and women in the workforce. Also include Proposer's past practices of providing contract opportunities to minority, women and emerging small businesses (including state certified MBE, WBE and ESB firms). *Not to exceed one (1) page(s).*
- F. Exceptions and Comments: To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP and attached personal services agreement are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized. *Not to exceed one (1) page(s).*

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VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. Equal Employment and Nondiscrimination Clause Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.

IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of one firm. Award shall be made to the highest ranked Proposer based on the stated evaluation criteria. In the event negotiations are unsuccessful, Metro reserves the right to negotiate with the next highest ranked firms.
- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

	Percentage of Total Score
1. Project Work Plan/Approach	20%
▪ Demonstration of understanding of the project objectives	
▪ Performance methodology	
2. Project Staffing Experience	30%
• Project consultant	
• Commitment to project	

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| 3. | Diversity in Employment and Contracting | 20% |
| | <ul style="list-style-type: none">• Diversity in the employment practices• Diversity in purchasing and contracting | |
| 4. | Budget/Cost Proposal | 30% |
| | <ul style="list-style-type: none">▪ Projected cost/benefit of proposed work plan/approach▪ Commitment to budget and schedule parameters | |
| | | 100% |

X. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached personal services agreement is a standard agreement approved for use by the Office of Metro Attorney. This is the contract the successful Proposer will enter into with Metro; it is included for your review prior to submitting a proposal. Any suggested revisions to these contract terms must be included in the Proposal. Metro shall not be required to consider issues raised during contract award.



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

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Sample Personal Services Agreement

Must be Under \$25,000

Contract No. _____

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and _____ whose address is _____

_____, referred herein to as "CONTRACTOR."

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration: This personal services Agreement shall be effective _____, 20____, and shall remain in effect until and including _____, 20____, unless terminated or extended as provided in this Agreement.
2. Payment: METRO shall pay CONTRACTOR services performed in an amount of/not to exceed (written amount) _____ and _____/100 (\$_____).
3. Terms: Payment for services will be made in the manner: _____ (lump sum, monthly installments, progress payments, etc.). Payment to be made within 30 days of receipt of an approved invoice.
4. Scope of Work: Contractor shall provide all services and materials specified below which is incorporated into this Agreement by reference. All services and materials shall be provided by CONTRACTOR in accordance with the Scope of Work in a competent and professional manner.

SCOPE OF WORK (attach additional pages as needed)

All terms on the reverse side of this document are hereby made a part of this AGREEMENT.

Contractor

Metro

Signature: _____

Signature: _____

Date: _____

Date: _____

Name: _____

Title: _____

Address: _____

Department: _____

Division: _____

Telephone: _____

Telephone: _____

Fax: _____

Project Manager: _____

Tax I.D. or SS#: _____

Telephone/Fax: _____

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THE PARTIES AGREE AS FOLLOWS:

ARTICLE I: LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for its performance and assumes full responsibility for all liability for bodily injury or physical damage to persons or property arising out of or related to this Contract, Contractor shall indemnify, defend and hold harmless METRO, its elected officials, officers, employees and agents, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, whether before the commencement of litigation at trial or on appeal, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO. CONTRACTOR is solely responsible for the acts and omissions of its' agents, employees, subcontractors, and/or representatives and for all claims.

ARTICLE II: TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days' written notice. In the event of termination, CONTRACTOR shall be entitled to payment for goods received prior to the date of termination. METRO shall not be liable for any indirect or consequential, or any other damages whatsoever. Termination by METRO shall not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE III: INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR's expense, the following types of insurance covering the CONTRACTOR, its employees and agents. Insurance coverage shall be a minimum of \$1,000,000 per occurrence.

- A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.
- B. Automobile bodily injury and property damage liability insurance. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.

This insurance as well as all Workers' Compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations are by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier. Notice of any material change or policy cancellation shall be provided to METRO thirty days (30) prior to the change.

ARTICLE IV: PUBLIC CONTRACTS

All applicable provisions of ORS Chapters 187 and 279A & B, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement including, but not limited to, ORS 279B.220 TO 279B.235.

ARTICLE V: ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE VI: QUALITY OF GOODS

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO,

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whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

In addition to any express warranties provided by the CONTRACTOR, all implied warranties covered by ORS Chapter 72 shall apply to any goods provided under this Contract, and are hereby expressly not disclaimed.

ARTICLE VII: SAFETY

If services of any nature are to be performed in connection with the provision of goods pursuant to this Contract, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits. All applicable Material Safety Data (MSD) sheets shall accompany the goods.

ARTICLE VIII: RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

ARTICLE IX: COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE X: INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XI: ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO, which consent shall not be unreasonable withheld.

ARTICLE XII: OWNERSHIP OF DOCUMENTS AND MAINTENANCE OF RECORDS

Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon Metro request, Contractor shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.