



Calaveras County

Building Department

(209) 754-6390
(209) 754-6396 fax

Website: www.co.calaveras.ca.us

Code Compliance

(209) 754-6326
(209) 754-6328 fax

INVITATION TO BID
03212011

FEBRUARY 25, 2011

The Calaveras County Building Department is soliciting Requests for Proposal estimates for an ADA Self Evaluation and Transition Plan.

Pre bid Meeting: 10:00 A.M. Thursday March 10, 2011 at the Calaveras County Building Department Conference Room

Proposals Due: 3:00 P.M. March 24, 2011 at Calaveras County Administrative Office, Government Center, 891 Mountain Ranch Road, Ste. 31, San Andreas, California

Please contact Jeff White, Chief Building Official, at 209-754-2823 regarding technical questions on this project.

Bids shall specify each and every item set forth in the attached specifications. Any and all exceptions must be clearly stated in the bid. Failure to set forth any item in the specifications shall be grounds for rejection. The County of Calaveras reserves the right to reject all bids and to waive any formalities.

For consideration, bids must be received at:

Calaveras County Administrative Office, Government Center
891 Mountain Ranch Road, Ste. 31
San Andreas, CA 95249

Bids are to be received no later than 3:00 p.m. on Thursday March 24, 2011.

Any and all comments and suggestions are encouraged prior to the bid submission deadline.

Government Center
891 Mountain Ranch Road San Andreas, CA 95249-9709

Enclosures

SAMPLE

Request for Proposal (RFP)
February 25, 2011

County of Calaveras ADA. Self-Evaluation and Transition Plan.

I. OVERVIEW

The Calaveras County Building Department is soliciting submittals from qualified Certified Access Specialist program (CASp) consultants, experienced in the evaluation and development of program and facility accessibility plans, a written proposal to provide consulting services to produce Calaveras County's ADA Self-Evaluation and Transition Plan. Services will include site and program accessibility compliance audits to provide the basis for identifying, prioritizing, budgeting and implementing plans which assist Calaveras County in its continuing efforts to comply with accessibility requirements as required by the Americans with Disabilities Act of 1990 as updated, supplemented, and amended by the Department of Justice's ADA Standards for Accessible Design as adopted September, 2010 and State of California Access Codes.

The consultant will use the Self-Evaluation Plan to develop a written Transition Plan that provides a methodical, budget sensitive time line for the correction of deficiencies. The Transition Plan will include identification of potential architectural and communications barriers that may limit access in existing public buildings, including access to public transportation, sidewalk and road barriers. Other facilities to be audited include public spaces such as parking and recreation facilities. Findings will be compared with the ADA Accessibility Guidelines (ADAAG) and the California Access Codes to determine compliance with State and Federal Accessibility Standards.

A findings and implementation report shall be submitted identifying barriers to access, prioritizes or rates barriers by impact and proposes remedial steps to mitigate, remove or otherwise address identified barriers.

II. BACKGROUND INFORMATION

The Calaveras County Government Center was dedicated in 1966. Although Calaveras County's population has grown in the past 45 years, very little of the Government Center's original architecture has changed.

There have been numerous revisions to the federal Americans with Disabilities Act and the State of California Access Codes. One of the consequences of the revisions is the original architecture and ensuing alterations and additions may be out of compliance with current Codes.

The Code of Federal Regulations, Title 28, Part 35.150(d) requires that all public entities with 50 or more employees create a "transition plan" that sets forth the steps necessary to ensure compliance with the ADA and its implementing regulations.

III. SCOPE OF WORK

The consultant shall assist the County of Calaveras in completing an ADA Self-Evaluation and Transition Plan. The scope of work is described in ATTACHMENT A and should be used as the basis for responding to the RFP.

The Transition Plan shall be completed before July 28, 2011.

IV. STANDARD REQUIREMENTS AND CONTRACT CONDITIONS

Firms or individuals interested in submitting proposals for the Transition Plan shall submit three (3) complete copies of the proposal in a sealed envelope indicating "County of Calaveras – ADA Self-Evaluation and Transition Plan". Each Proposal shall include a letter of transmittal signed by an authorized representative of the consultant. This letter must state the names of the individual(s) authorized to negotiate with the County and to sign contracts on behalf of the consultant.

Sealed proposals shall be submitted and labeled as follows:

County of Calaveras
Re: County of Calaveras – ADA Self-Evaluation and Transition Plan

Government Center
891 Mountain Ranch Road, Ste. 31
San Andreas, CA 95249

Sealed proposals may be submitted in person at the Calaveras County Administrative Office or via US mail or express courier and must be received by 3:00 p.m. on Thursday March 24, 2011. Submissions after this deadline will not be accepted.

Notice to Candidates

The County retains sole discretion to evaluate proposals and may make an award to the consultant the County deems to have the most responsive proposal. Receipt of proposals in response to this RFP does not obligate the County in any way to engage any consultant and the County reserves the right to reject any or all proposals, wholly or in part, at any time, without penalty. The County shall retain the right to abandon the proposal process at any time prior to the actual execution of a contract with no financial or other responsibility in the event of such abandonment. The County reserves the right to negotiate all final terms and conditions of any agreements entered into.

All costs incurred during proposal preparation or in any way associated with the consultant's preparations, submission, presentation, or oral interview shall be the sole responsibility of the consultant. All proposals, whether accepted or rejected, shall become the property of Calaveras County.

All completed work including draft reports, related documents, ancillary reports, and the final report, whether in written, video or electronic formats, becomes the property of Calaveras County at the end of the project and will be turned over to the County.

Contract Requirements

In submitting price quotes, consultants must indicate that they are prepared to complete a contract containing all the information submitted in their price quote. The price quote will become part of the contract between the County and the successful consultant. A sample contract is attached as ATTACHMENT B.

Proposal Format

Note: Three (3) copies of the Proposal shall be submitted. All proposals and copies shall be 8 ½ “ by 11” and shall be bound. In addition proposals shall be provided on a CD in an electronic version.

To be considered responsive, the proposal must provided specific and succinct answers to all question and requests for information.

- Cover Letter
Include the name, address and telephone number of your organization.
- Company Overview
Names, business address and telephone number of your company's officers, directors and associates and the names and address of any parent or subsidiary of your company if applicable. Names and qualification of outside consultants and associates that will be employed to assist on the project.
- Relevant Experience
 - Education, training and years of practice for ADA compliance work and plan development in the state of California.
 - Your past experience as it relates to the scope of this RFP.
 - A minimum of three (3) related business references, including names, address and phone numbers plus a description of the type of work you performed for them.
 - References of other Municipalities/Counties/Organizations that your firm has prepared or assisted in preparation of Self-Evaluation and Transition Plans.
 - A sample of the database program that your firm proposes to use for tracking of remediation work.
 - Understanding of California Code Regulations, Title 24 and how they pertain to County property and buildings.
 - Claims against you or your firm for Errors and Omissions relative to municipality/county ADA projects over the last 10 years.
- Support Team
Identification of the individuals comprising the support team, experience/biography and what specific role each will take in completing the work.
- Project Approach
 - Describe your approach for completing the tasks identified in the Scope of Work section.
 - Process to include input from all County Departments. Please describe the plan for meeting with County staff members and the general public to provide the needs analysis.
- Time of Performance
 - Provide a realistic timeframe for the completion of the Self-Evaluation and Transition Plan.
 - The consultant shall also demonstrate the ability to commit time and resources to the County's project relative to its other commitments.

- Assistance from the County
To the greatest extent possible, please provide a written summary identifying the types of information, data and assistance expected from the County in order to complete this project.
- Statement of Understanding and Approach to the Scope of work as identified in ATTACHMENT A
- Project Costs
 - Please identify the cost for each task in the Scope of Work. Include the number of staff needed to complete each task, as well as the total cost.
 - Any additional costs/charges (such as travel expenses) must be clearly defined in the proposal
 - Complete summary of costs – cost by task, by staff person, components, option work, taxes, etc.

Undue Influence

The consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the County in connection with the award or terms of the Agreement that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the County will receive compensation, directly or indirectly, from the vendor or from any officer, employee or agent of the vendor, in connection with the award of the Agreement or any work to be conducted as a result of the RFP. Violation of this Section shall be material breach of the Agreement/Contract entitling the County to any and all remedies by law or in equity.

Independent Contractor

The consultant selected to perform the work shall be considered an independent contractor and shall provide insurance and indemnification upon execution of the Contract. The consultant shall certify that no official or employee of the County or any business entity in which an official of the County has any interest, has been employed or retained to solicit or aid in the procuring of the Agreement for the proposal. No such person shall be employed in the performance of the contract.

V. EVALUATION AND SELECTION PROCESS

County's final selection will not be dictated on any single factor, including price. A consultant may be eliminated from consideration for failure to comply with any of the requirements, depending upon the critical nature of such requirements. Late submissions will not be considered.

Proposals will be screened, and the top candidates will be selected. The qualification for the top candidates will be verified and references will be checked. In reviewing the proposals the county will carefully weigh:

- A. Consultant's understanding of the County's desires and general approach to the contract demonstrated in introduction and scope of work;
- B. Consultant's experience with contracts similar in complexity and magnitude;
- C. Qualifications of the Consultant's staff being assigned to this project'
- D. Demonstrated ability of the Consultant to perform high quality work, to control costs and to meet time schedules;
- E. Ability to work effectively with County staff;

- F. Cost of services and other qualifications/criteria as deemed appropriate by the County RFP team.

The County assumes no responsibility for "late proposals" and it is the sole responsibility of the consultant to ensure that the proposal is received at the Calaveras County Building Department Office prior to the 3:00 p.m. on Thursday March 24, 2011 deadline. No Faxes or email will be accepted. Proposals must have at least a 90-day terms and price guarantee.

ATTACHMENT A

Scope of Work

ADA Self Evaluation and Transition Plan

1. Identify all necessary documents and materials to conduct a self-evaluation and audit process:
 - Conduct at least 3 meetings with County staff.
 - Refine tasks and schedule.
 - Prepare check list/questionnaire for County staff to use to evaluate current program/facility accessibility.
 - Assist County staff in conducting surveys of public use and interior features of sites and buildings providing programs, services or activities to the public. The survey will identify physical barriers in each facility that limit accessibility and compare each facility to the State Title 24 Building Code and the Federal ADA Accessibility Guidelines (ADAAG).
2. Review and evaluate County policies, programs, facilities and activities (P.P.F.A.) to identify issues that may be discriminatory to people with disabilities. Policy documents will include County policy documents that affect the public. The review shall evaluate current level of program accessibility, including eligibility requirements, participation requirements, facilities used, staffing transportation, communications and emergency procedures.
 - Review and analyze information collected by County staff.
 - Review current County policies.
 - Evaluate the County's baseline condition for sidewalks and curb ramps in the public right of way leading to public buildings and sites and develop a prioritized plan for accessibility compliance.
 - List P.P. F.A. that are not accessible and those P.P.F.A that are accessible.
3. Produce Facility Diagrams of public building interiors and exteriors for use in the ADA Transition Plan. Diagrams should note location of architectural barriers. If available, the County will provide any existing blueprints, CAD files, emergency evacuation diagrams, or other graphics or information that portrays County facilities.
4. Develop Facility Reports for each site and building, detailing each item found to be in noncompliance. The reports will become the property of the County of Calaveras for future reference and update as needed.
5. Prepare a Draft of the Self Evaluation and Transition Plan to include the following:
 - Review of findings of self evaluation of programs, policies, facilities and activities.
 - Identify barriers and prioritize solutions.
 - Identify cost estimates.
 - Recommend new policies.

- Recommending funding sources:
 1. CIP budget
 2. CDBG
 3. Grants
 4. Other sources

- 6. Conduct Public Workshop along with County staff with the disabled community:
 - Work with the offices for rehabilitation and physical therapy located in Mark Twain – St. Joseph Hospital.

- 7. Prepare and present a presentation of findings and Q&A session for County Management to clarify information and finalize process.
 - Provide one PDF copy of the transition plan to County staff for copying and distribution.

The Transition Plan shall be completed on or before Thursday, July 28, 2011.

ATTACHMENT B

County of Calaveras Services Agreement

THIS AGREEMENT, made and entered into this _____ day of _____, 2011, by and between COUNTY OF CALAVERAS, State of California, hereinafter referred to as the COUNTY, and _____, hereinafter referred to as CONSULTANT.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT COUNTY DOES HEREBY RETAIN CONSULTANT ON THE FOLLOWING TERMS AND CONDITIONS:

1. **Scope of Work:**

Consultant shall provide those services described in the attached as ATTACHMENT A hereto and entitled "Scope of Work: and made a part hereof.

2. **Compensation and Reimbursement:**

For the services described herein, CONSULTANT shall be compensated:

3. **Term of Agreement:**

This Agreement shall be effective from date set forth above and shall terminate upon completion of the scope of work, anticipated to be no later than July 28, 2011, unless sooner terminated by COUNTY as provided in Section 4, below.

4. **Termination:**

COUNTY may terminate this Agreement with or without cause. Termination without cause shall be effective only upon 30 days written notice to CONSULTANT. During said 30-day period, CONSULTANT shall perform all consulting services as specified in the termination notice and in a manner that results in the lowest cost to the COUNTY. COUNTY may terminate this Agreement for cause in the event of a material breach of this Agreement, misrepresentation by CONSULTANT in connection with the formation of this Agreement or the performance of services or the failure to perform services as directed by COUNTY. Termination for cause shall be effected by delivery of written notice of termination to CONSULTANT. Such termination shall be effective upon delivery of said notice, and CONSULTANT shall immediately cease all work under this Agreement. If all or a portion of the work covered by this AGREEMENT is suspended or abandoned by the COUNTY, the COUNTY shall pay the CONSULTANT only for services rendered or expenses incurred under this AGREEMENT up to the time that the CONSULTANT received written notice of termination, suspension or abandonment. The payment shall be based insofar as possible on the amounts established in this AGREEMENT, or, where the AGREEMENT cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed of the percentage of work actually completed.

5. Covenant Against Contingent Fees:

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this AGREEMENT and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the COUNTY shall have the right to declare this AGREEMENT void without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

6. Confidential Relationship:

COUNTY may from time to time communicate to CONSULTANT certain confidential or privileged information to enable CONSULTANT to effectively perform the services for the COUNTY. CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the COUNTY. CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 6, however, shall not apply to any part of the information that (i) has been disclosed in publically available sources of information; (ii) is, through no fault of CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

After expiration or termination of this Agreement, CONSULTANT agrees that it shall maintain the confidentiality of any privileged or confidential information that was provided by COUNTY.

7. No Assignments:

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which COUNTY, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

8. Independent Contractor:

At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of the COUNTY and will defend, indemnify and hold harmless the COUNTY, its Officers, Agents and Employees from any and all claims or losses for damage from death and/or injury to persons or physical damage of properties resulting from any willful act, fault or negligence of CONSULTANT or his/her employees in the performance of the services under this AGREEMENT, except for claims or losses to the extent due to any negligent act or omissions by the COUNTY, its Officers, Agents or

- (b) Insurance Certificates: Before CONSULTANT shall commence work under this AGREEMENT and before any subcontractor shall commence work under any subcontract executed pursuant to this AGREEMENT, CONSULTANT shall deposit or cause such subcontractor to deposit a certificate evidencing each policy of insurance required by this AGREEMENT with COUNTY. Failure to provide such certificate to the COUNTY to allow work to begin in conformance with the time requirements of this AGREEMENT shall be cause for termination of the AGREEMENT with no compensation due to the CONSULTANT.

11. Liability:

Notwithstanding any other provision contained in this Agreement, CONSULTANT shall be responsible for all injuries to persons and for all damage to real or personal property of COUNTY or others, to the extent caused by or resulting from the wrongful act or negligent acts, errors, or omissions of itself, its employees or its agents during the progress of, or in connection with, the rendition of services hereunder. CONSULTANT shall hold harmless and indemnify the COUNTY, its Officers, Agents, or Employees from all costs and claims for damages to real or personal property, or personal injury to any third party, including reasonable attorney fees resulting from the negligent performance of CONSULTANT, its employees, or its agents, under this Agreement.

12. Notices:

All notices, billings and payments which are required or permitted to be made hereunder shall be in writing and shall be sent by personal delivery; first-class mail, return receipt requested; overnight or express mail service; or facsimile.

Notices shall be deemed to have been received: upon delivery if personally delivered; seventy-two (72) hours after deposit in the U.S. Mail; on the day of transmission via facsimile unless sent after business hours and in that event, on the next business day. Notices may be sent to the following address:

Calaveras County Administrative Office
891 Mountain Ranch Road, Ste. 31
San Andreas, CA 95249
Attention: Jeff White

13. Exhibits:

All Exhibits referenced in this Agreement, and each of them, are incorporated into this document as though set forth in full at this point.

14. General Compliance with Laws and Attorney's Fees:

The CONSULTANT shall be required to comply with all Federal, State, and local laws and ordinances applicable to the performance of the work covered by this AGREEMENT. If any action at law is necessary to enforce or interpret the terms of this AGREEMENT, the prevailing party shall be entitled to collect reasonable attorney's fees and costs.

15. Nondiscrimination Civil Rights Act of 1964:

During the performance of the work covered by this AGREEMENT, the CONSULTANT shall comply with applicable provisions of the Civil Rights Act of 1964.

16. Government Code Section 7550:

The CONSULTANT acknowledges his/her obligation with respect to the required notice under Government Code Section 7550 on any documents or written reports prepared.

17. Successor and Assigns:

This AGREEMENT shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

18. Entire Agreement:

This Agreement shall constitute the entire understanding between CONSULTANT and COUNTY relating to the terms and conditions of the services to be performed by CONSULTANT.

19. Work Made for Hire:

CONSULTANT acknowledges that the reports and documents specified in the Scope of Work have been commissioned by COUNTY and that COUNTY'S interest therein arises as a "work for hire" under the Copyright Act. In the event the reports and documents are deemed not to be "work for hire", consultant hereby assigns to COUNTY a joint copyright interest in end to the Articles to effect joint copyright ownership.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this AGREEMENT the day and year first above written.

By _____
Firm

COUNTY OF CALAVERAS
By _____
County Building Official

APPROVED:

Calaveras County Administration
By _____
County Administrative Officer

ATTEST:

County Clerk and Ex-Officio Clerk
To the Board of Supervisors
County of Calaveras, CA

APPROVED AS TO FORM:

County Counsel

SAMPLE