

REQUEST FOR QUALIFICATIONS: Americans with Disabilities Act (ADA) Access and Compliance Assessment

NUMBER: 2021-650-01 SUBMITTAL DATE: April 2, 2021

**DIVISION: Administration** CONTACT PERSON: Carey Weiler, cweiler@srhd.org

## **INTRODUCTION**

## **About SRHD**

Spokane Regional Health District (SRHD) is one of 34 local public health agencies serving Washington state's 39 counties. The agency was originally established as the Spokane County Health District in January 1970, when the City of Spokane and Spokane County merged their health departments. In 1994, the official name was changed to Spokane Regional Health District to reflect the increased scope of public health services and geographic coverage. We have approximately 250 employees and serve a population of more than 400,000 in Spokane County.

# **Description of Project**

The Spokane Regional Health District (SRHD) is currently seeking proposals for the provision of consulting services to perform an Americans with Disabilities Act (ADA) Access and Compliance Assessment\* on the existing building owned by Spokane Regional Health District at 1101 W. College Avenue, Spokane, Washington.

The deadline for this RFQ is April 2, 2021 by 5:00 p.m. (PST). Earlier responses are welcome.

\*For the purposes of this RFQ, Building Accessibility Assessment means the facility self-assessments required by the ADA as part of an agencies overall ADA Transition Plan.

#### **RFQ COORDINATOR**

All communications, including any requests for clarification, concerning this RFQ should be addressed in writing to the following: Carey Weiler, Executive Assistant, via email at <a href="mailto:cweiler@srhd.org">cweiler@srhd.org</a>. Questions via telephone will not be accepted. All questions to this RFQ must be received by Friday, March 12, 2021 by 5:00 p.m. Pacific Local Time. Questions received after this date may not be answered. All submitted questions will be addressed via addendum to the RFQ on the SRHD website by Friday, March 19, 2021.

Spokane Regional Health District shall have the right to terminate the contract at any time by giving the contractor a thirty. (30) day written notice.

#### **SCOPE OF WORK**

- 1. **Conduct an on-site ADA accessibility survey** of the Spokane Regional Health District (Client) (SRHD) building located at 1101 West College Avenue, Spokane, WA. Area for inspection of the SRHD facility will consist of 4 floors with 20,000 sq. ft usable space on each floor and a total of 40,000 sq. ft of public access plus the garage (20,000 additional sq. ft). The area to be evaluated are public access only but are not limited to:
  - Garage, entry point to the facility, doorways, ramps, stairways, and exterior path of travel to the main entrance(s) of the building, etc.
  - Access to building interior path of travel and doorways to main floor area, lobby/reception spaces, hallways, meeting rooms, lunch/break room, drinking fountain(s), protruding objects, stairways, elevators, etc.
  - Restrooms accessible stall(s), counter, sink, mirror, plumbing, toilets, flush control, doors, path of travel, lighting, and other operable parts.
  - Directional information, signs, and other elements as needed for ADA compliance and related WA State Building Code.



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The onsite survey should entail data gathering, including photos and measurements, in order to make recommendations for barrier removal. SRHD will provide the team full access to public spaces during the schedule on-site survey. The team will have approximately two weeks to conduct the assessment.

The Building Accessibility Assessment shall identify barriers limiting the accessibility of each building to disabled individuals and provide barrier removal solutions. The facility shall be evaluated for compliance with Chapter 51-50 of the Washington State Administrative Code and the Federal ADA Accessibility Guidelines (ADAAG).

- 2. **Report of Findings and Recommendations:** Provide a detailed report after the completion of the on-site survey. The Applicant shall develop a report for the building based on the results of the barrier assessments. For the purposes of this document the report will be referred to as the Facility Report. The Facility Report shall include all requisite information necessary to comply with Title II of the ADA, including, but not limited to the following:
  - Methodology for the self-evaluation of existing barriers to accessibility
  - Facility diagrams locating access barriers in public buildings and on exterior grounds.
  - Standards code or building code references.
  - Accessibility issues/findings, area of concerns
  - Details about each barrier found in the facility diagram, including digital photograph(s) of each barrier to access, and reference to code defining the barrier to access recommendations for remedial measures to correct deficiencies
  - A methodology for prioritizing barrier remediation
  - Recommendations including levels of priority to meet ADA and WA State Building Code and/or accessibility compliance after the completion of the scheduled ADA and accessibility on-site survey.
  - Construction cost estimates for remediation measures.

### REQUEST FOR QUALIFICATIONS SCHEDULE

Below is the schedule for the RFQ process (which is subject to change):

Date	Description
March 4, 2021	Issue Date of RFQ and posted on SRHD website
March 12, 2021	Deadline for submission of questions
March 19, 2021	Responses to Questions
April 2, 2021	Request for Qualification Submission Deadline by 5:00pm (Pacific Time)
April 5 – 9 <sup>th</sup> , 2021	Review Submittals and Short-list Firms
April 12-16, 2021	Anticipated Consultant Interviews
April 23, 2021	Anticipated Award of Agreement Contract

# **ADDITIONAL INFORMATION**

Spokane Regional Health District reserves the right to make written requests for additional information from a Contractor/Vendor to assist win understanding or clarifying a Bid Proposal. All responses are to be provided in writing.

All local, state, and federal regulations are to be followed.

#### **DUE DATE**

It is the responsibility of the Applicant to be sure the proposals are sent sufficiently ahead of time to be received no later than:

Friday, April 2, 2021 by 5:00pm (Pacific Time) to

cweiler@srhd.org

Please put in the subject line: 2021-650-01 – ADA Assessment



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# **SUBMISSION REQUIREMENTS**

A panel of SRHD staff will review the submitted qualifications based on the evaluation factors listed below:

- 1. Letter of Interest: Maximum one page, stating the team interest in the project, identifying lead firm, project manager, and key staff proposed to work on the project.
- 2. Method of Evaluation (Total of 100 Points)

#### **EVALUATION CRITERIA**

**Consultant Selection** 

Final ranking of short-listed firms may be determined by the following:

1. Project references provided by teams, and:

Project teams' interviews (in-person or Teams) as determined by SRHD. SRHD will notify invited teams of the interview schedule, agenda and any additional information requested. SRHD will enter negotiations with the highest ranked respondent to finalize an Agreement contract. If a contract cannot be successfully negotiated with the highest ranked respondent, then negotiations will be terminated and SRHD will enter negotiations with the next highest ranked respondent.

SRHD intends to select a single Consultant. The selected Consultant will be identified by the selection committee.



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## PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of SRHD.

All received Proposals shall remain confidential until the award of contract is awarded, accepted, signed and posted to our SRHD.org website. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records."

Any information in the Proposal that the Applicant desires to claim as proprietary and exempt from disclosure under the provisions of state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

SRHD will consider an Applicant's request for exemption from disclosure; however, SRHD will decide predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Applicant has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information should be directed to the RFQ Coordinator.

#### **REVISIONS TO THE RFQ**

In the event it becomes necessary to revise any part of this RFQ, addendum/or addenda will be provided to all who receive the RFQ. For this purpose, questions received, and the associated answers shall be provided as an addendum to the RFQ.

SRHD also reserves the right to cancel or to reissue the RFQ in whole or in part, prior to final award of a contract.

## **MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

SRHD encourages participation in all its contracts by Applicants certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Applicants may contact OMWBE at 360/664-9750 to obtain information on certified Applicants.

# **ACCEPTANCE PERIOD**

Proposals shall remain in effect for forty-five (45) days for acceptance by SRHD from the due date for receipt of Proposals.

### **RESPONSIVENESS**

The Applicant is specifically notified that failure to comply with any part of the RFQ may result in rejection of the Proposal as non-responsive.

SRHD also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

## **COSTS TO PROPOSE**

SRHD will not be liable for any costs incurred by the Applicant in preparation of a Proposal submitted in response to this RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ.

# **REJECTION OF PROPOSALS**

SRHD reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFQ.



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#### **AWARD OF CONTRACT**

This RFQ does not obligate SRHD to award a contract or to contract for services specified herein.

All contracts that are over \$100,000 must be presented to the Board of Health for approval prior to awarding a contract. The Board of Health has the authority to reject and/or approve all contracts for Spokane Regional Health District.

#### **NOTIFICATION TO APPLICANTS**

After an award recommendation has been determined, both successful and unsuccessful Applicants will be notified via email.

## **DEBRIEFING OF UNSUCCESSFUL APPLICANTS**

Upon request, a debriefing conference will be scheduled with an unsuccessful Applicant. Discussion will be limited to a critique of the requesting Applicant's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Due to Governor Inslee's Proclamation 20-25.8, debriefing conferences may be on the telephone only.

## **CONTRACT TERMS**

#### **Business Registration Requirement**

Spokane Regional Health District will not award an agreement with any business that does not have a valid Washington State business license. The Applicant shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration.

#### Anti-Kickback

No officer or employee of the Spokane Regional Health District having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

# Disputes

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

# Non-Discrimination

In the performance of this proposal, the Applicant shall comply with the provisions of Title VII of the Civil Rights act of 1964 (42 USC 20000e), Section 504 of the Rehabilitation Act of 1973 (29 USC 794f), Chapter 49.60 RCW, the Age Discrimination in Employment Act, and the Americans with Disabilities Act (P.L. 101-336), as now or hereafter amended.

Non-discrimination requirements include, but are not limited to:

- 1. Non-Discrimination in Employment: The Applicant shall not discriminate against any employee or applicant for employment because of race, color, sec, religion, national origin, sexual orientation, creed, marital status, age, Vietnam era or disabled veterans' status, or the presence of any sensory, mental, or physical disability. The Applicant shall take affirmative steps to ensure that employees are not discriminated against during employment. Such
  - steps shall include, but are not limited to employment, upgrading, demotion, or transfer; recruitment or selection for training including apprenticeships and volunteers.



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2. Non-Discrimination in Client Services: The Applicant shall not deny any individual any services to other benefits provided under this Agreement, on the grounds of race, color, sec, religion, national origin, sexual orientation, creed, marital status, age, Vietnam era or disabled veterans' status, or the presence of any sensory, mental or physical disability.

# Liability

The Applicant shall indemnify, defend, and hold harmless SRHD, its officers and employees from all claims, demands, or suits in law or equity arising from the Applicant's negligence or breach or its obligations under the contract. The Applicant's duty to indemnify shall not apply to liability caused by the sole negligence of SRHD, its officers and employees. The Applicant's duty to indemnify for liability arising from the concurrent negligence of SRHD, its officers and employees and the Applicant, its officers and employees shall apply only to the extent of the negligence of the Applicant, its officers and employees. The Applicant's duty to indemnify shall survive termination or expiration of the contract. The Applicant waives, with respect to SRHD only, its immunity under RCW Title 51, Industrial Insurance.

# **Insurance Coverage**

During the term of the contract, the Applicant shall maintain in force at its own expense, each insurance coverage noted below:

- 1. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- 2. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that SRHD, its officers and employees are additional insureds but only with respect to the Firm's services to be provided under this contract; and
- 3. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- 4. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

NOTE: There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Applicant or its insurer(s) to SRHD.

As evidence of the insurance coverages required by this contract, the Applicant shall furnish acceptable insurance certificates to SRHD at the time it returns the signed contract. The certificate shall specify all parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits.