



Department of Purchasing & Contracting
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030
Fax: (404) 371-7006

Date: August 13, 2019

Request for Quotation No. 19-3003701

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE INSPECTIONS

DeKalb County, Georgia (hereinafter referred to as the “County”) is seeking a well-qualified vendor who currently holds an Americans with Disabilities Act (ADA) Coordinator Training certification and can demonstrate substantial experience in performing ADA inspections to submit qualifications and pricing for ADA compliance inspections at any of its several park locations located within DeKalb County. The County is looking to award a 1-year contract with up to two options to renew, however it reserves the right to renew the contract or solicit new services each year.

I. Proposed Term:

One (1) year with 2 Options to Renew

II. Attachments:

- A. Scope of Work
- B. Quote Form
- C. Reference Form and Reference Check Release Statement
- D. Bidder Affidavit
- E. Insurance Requirements

III. Payment Terms:

The County’s official payment terms are Net 30.

IV. Scope of Work:

See Attachment A

V. Federal Work Authorization Program:

All qualifying contractors and subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. In order for a Quotation to be considered, it is mandatory that the Bidder Affidavit, Attachment D, be completed with bidder's quote.

VI. Due Date:

All questions are due to Lola Awonusi, via email at oawonusi@dekalbcountyga.gov on or before 3:00 p.m. EST on August 15, 2019.

Quotes are due on or before 5:00 p.m. EST on August 19, 2019. Bidder must complete and return the quote form, reference form, bidder affidavit and provide a copy of Bidder's valid business license to DeKalb County by email to the attention of Lola Awonusi or email to oawonusi@dekalbcountyga.gov.

All quotes are to be provided on Attachment B, Quote Form.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL QUOTES, TO WAIVE INFORMALITIES, AND/OR TO RE-ADVERTISE.

Thank you for your interest in doing business with DeKalb County.

Sincerely,

Lola Awonusi
Procurement Technician
Department of Purchasing and Contracting

ATTACHMENT A

SCOPE OF WORK

I. SCOPE OF WORK

The general scope of services required is, but not necessarily limited to:

1. To conduct ADA inspections by evaluating each facility for violations of any applicable codes at each Recreation, Parks and Cultural Affairs building and park location.
2. Creates files for each inspection performed and provides comments on the department's ADA transition Plan for review and updates as necessary.
3. Creates an ADA Self-evaluation Plan, based on latest codes, policies and regulations.
4. Prepares an evacuation plan for any facility located within the park's system of DeKalb County including, but not limited to swimming pools, Performing Arts Center, recreation centers, fieldhouses, and concession buildings.
5. Submits evacuation plan for review to the Fire Marshall before posting at each facility.
6. Creates a matrix which identifies necessary upgrades for each facility to be in compliance with ADA and provides a cost estimate accordingly.

II. CODE OF PROFESSIONAL CONDUCT

Professional conduct is always to be observed by the agent during the duration of the contract as they act in the capacity of their certification. The individual shall, in their professional activities with DeKalb County, sustain and advance the integrity, honor and veracity of their certification/position by:

1. holding the safety of park patron users paramount in all professional services;
2. utilizing the most current standards of ADA compliance and DeKalb County's Risk Management Department at all times.
3. maintaining transparency and competency in inspection procedures including use of testing tools and knowledge of current safety criteria;
4. identifying and documenting all situations which are in non-compliance with the standards of care along with the citation of the specific reference portion of the criterion document, using a standard safety inspection process;
5. prioritizing all identified non-compliances according to a standard norm of foreseeable consequences;

6. advising employers or clients of seriously dangerous conditions in the promptest manner as well as part of a written report, omitting no adverse findings from the official documentation of the safety inspection;
7. never conduct a safety audit or inspection without the knowledge and consent of the owner;
8. never contradict the findings of another inspector without first consulting directly with the first Inspector regarding the basis for these findings;
9. never conduct a safety audit of a facility with the intent to discredit an owner or manufacturer or to promote sale of other equipment or products;
10. never provide findings of an inspection to anyone other than the owner unless authorized by the owner to do so

Individuals failing to practice these professional standards will be terminated from the contract immediately.

III. PROFESSIONAL LIABILITY

As stated in the insurance requirements, **Attachment E**, the successful bidder shall maintain insurance of types, which includes professional liability insurance to cover financial losses incurred by the County as a result of the coordinator's failure to detect a hazard or non-compliant condition due to error / mistake or omission on your part.

IV. PRICING

The successful bidder will submit a per hour cost for any services described within the scope of work. Each assignment will be communicated by DeKalb County personnel. Travel is required, and all mileage is paid by the bidder. Any work associated with the scope of service, including but not limited to: travel time to sites, the site visit itself, the inspections, initial audits, final walk through, coordination with manufacturers, etc. will be charged on a per hour rate.

V. MINIMUM QUALIFICATION REQUIREMENTS

Bidders must demonstrate the minimum qualifications to be considered for award of this contract. The successful bidder must be a specialty consultant whose sole business is ADA compliance inspections.

The bidder must hold a current ADA Coordinator Training Certification. The certification must be valid throughout the duration of the contract term. In the event where the certification expires during the contract term, the bidder is required to pay for re-certification and if the bidder does not meet the criteria at any time, the contract will be immediately terminated.

Along with the **certification**, the **bidder must possess and maintain a valid driver's license**, along with the qualifications described above at the time of the solicitation. The bidder must perform all required work and shall not sub-contract out any portion of the scope of work. Full involvement from the bidder is required and each bidder must demonstrate that it performs 100% of its own work.

ATTACHMENT B

QUOTE FORM

	Description	Unit	Price
1.	Cost per manhour	Hourly	\$

Total number of years of performing ADA compliance inspections: _____Years

The responder declares that he has carefully examined, RFQ # 19-3003701, the Scope of Work contained, and that he proposes and agrees, that if his quote is accepted, to provide a price for any services performed within this Scope of Work, based on the manhour cost, quoted on this form.
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Vendor's Name _____

Signature _____

Note:

The following documents are required to be submitted for your quote to be considered:

1. This quote form (Attachment B)
2. Reference form and Reference Release statement (Attachment C)
3. Contractor Affidavit (Attachment D)
4. Valid Business License
5. ADA Coordinator Training Certification
6. Valid Driver's License

ATTACHMENT C

REFERENCE FORM AND REFERENCE CHECK RELEASE STATEMENT

List below at least two (3) references, including company name, contract period, contact name, email address, telephone numbers and project name of individuals who can verify your experience and ability to perform the type of services listed in the solicitation.

Company Name	Contract Period
Contact Person Name and Title	Telephone Number (include area code)
Email Address	
Project Name	

Company Name	Contract Period
Contact Person Name and Title	Telephone Number (include area code)
Email Address	
Project Name	

Company Name	Contract Period
Contact Person Name and Title	Telephone Number (include area code)
Email Address	
Project Name	

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFQ.

Signed _____ Title _____

(Authorized Signature of Bidder)

Company Name _____ Date _____

ATTACHMENT D

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the bidder submitting a bid, contractor, firm or corporation which is contracting with DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the COUNTY, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91, as amended, on the Subcontractor Affidavit form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the COUNTY, within five (5) days from when the subcontractor(s) is retained to perform such service.

BY: Authorized Officer or Agent Federal Work Authorization
(Bidder's Name) Enrollment Date

Title of Authorized Officer or Agent of Bidder Identification Number

Printed Name of Authorized Officer or Agent

Company Name & Address (do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public
My Commission Expires: _____

ATTACHMENT E

INSURANCE REQUIREMENTS

IMPORTANT NOTICE

IMPORTANT — PLEASE READ CAREFULLY & FOLLOW INSTRUCTIONS LISTED HEREIN

- I. Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors
1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
 - b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
 - e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
 - \$5,000,000 per occurrence
 - \$5,000,000 aggregate

(Continued)

2. Additional Insured Requirement:

- a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
- c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.

3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than \$ 50,000.

4. Certificates of Insurance must be executed in accordance with the following provisions:

- a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- b) Certificates to contain the location and operations to which the insurance applies;
- c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
- d) Certificates to contain Contractor's contractual liability insurance coverage;
- e) Certificates are to be issued to:

DeKalb County Department of Purchasing and Contracting
The Maloof Center
2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030

5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.

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7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.