

Town of Exeter, New Hampshire

Request for Proposals (RFP)  
ADA Accessibility Self-Evaluation and Transition of Public Facilities

The Town of Exeter is requesting proposals from qualified consultants to provide professional public facilities consulting services for a town-wide evaluation of public facilities to generate ADA accessibility improvements with cost estimates.

Four proposals should be mailed in an envelope plainly marked “ADA Accessibility Evaluation and Transition of Public Facilities”, and addressed as follows:

Town of Exeter  
Attn: Dave Sharples, Town Planner  
10 Front Street  
Exeter, NH 03833

Telephone, facsimile, or e-mail proposals will not be accepted in response to a Request for Proposals.

The Town will be accepting proposals until September 6, 2019 at 2:00 pm.

The Town reserves the right to reject any or all proposals, or accept any proposals determined to be in the best interest of the Town.

## **Background**

In February 2018, the town of Exeter updated its Master Plan. An action agenda item in the plan states, Exeter will: “Prioritize public facilities and spaces (including recreational sites) where ADA improvements are needed or could be improved. Estimate costs and develop a 6-year schedule that can be incorporated into the CIP.” To meet this objective, the town has established a capital reserve fund for a Town-wide ADA accessibility project. The self-evaluation and improvement recommendations must be based on the Americans with Disabilities Act of 1990 (ADA) and the amendments of 2008 and up to December 2018. Include priorities for corrective actions and cost estimates.

The Town seeks an evaluation on the following: Town policies and programs, 3 town buildings, 8 recreation parks and their programs, the downtown sidewalk network, and the downtown on and off street public parking facilities.

Additional information on the Town can be found at [www.exeternh.gov](http://www.exeternh.gov).

## **Proposed Scope of Work**

### Project goals:

- Provide an evaluation of policies and programs, 3 town buildings, 8 recreational parks, the downtown sidewalk network, and the downtown on and off street public parking facilities.
- Prepare a self-evaluation and transition plan that complies with current ADA standards, including identifying actions required to comply with ADA.
- Provide current cost estimates for ADA improvements required as a result of the evaluation.
- Ensure that all physical improvements identified and proposed under the new plan shall conform to ADA requirements.

### The scope of work will include the following tasks:

1. Evaluation of Policies and Programs
  - a. Consultant will be responsible for obtaining and conducting a review of all written policies, rules, and regulations of the Town of Exeter. The review should provide an assessment of which programs and policies, if any, contain language or processes that may be non-compliant with Title I and II of the ADA.
2. Evaluation of public facilities identified on Map 1. Town Parks , Map 2. Town Buildings, and Map 3. Downtown Sidewalks and Public Parking.

- I. Provide a field review of the specified Exeter owned and operated buildings, parks, and right of ways to evaluate compliance with the ADA and provide remedial options for compliance. Each site shall have all aspects of the infrastructure located on the site examined that pertain to ADA compliance. The information provided in Chart 1. Parks, Buildings, and Downtown Sidewalks and Public Parking Size/Use is to provide an idea of the scope of a site and does not represent all the aspects of the site that are to be reviewed.
  - II. Provide a report, in both typed and electronic Microsoft Word format, that includes a cost evaluation of all proposed modifications.
3. Transition Plan
- I. The consultant shall provide a complete and accurate report including recommendations and modifications of language in all program policies, practices and procedures.
  - II. The consultant shall provide a complete evaluation of all Exeter public facilities, including cost for proposed modification and priorities for completion of proposed modifications to be incorporated into the 6-year CIP schedule.

Deliverables:

It is expected that, at a minimum, the chosen consultant shall provide the following deliverables:

- A. Draft report of the public facilities analysis and policies/programs with the analysis and the review reflective of the scope of work.
  - B. The final version of each deliverable should be submitted in electronic format on a CD, DVD, or USB compatible hard drive and contain a Microsoft Word compatible version, and a searchable PDF version. All images, tables and graphs used in the final version should be in Microsoft Excel compatible format, and shall include all GIS or CAD data created by the Consultant and used in maps in the final version. All material will become the property of the Town of Exeter.
1. Final report and recommendations with recommendations broken out in measurable increments of short and long term recommendations (within 1-2 years), mid-term (2-5 years) and long term (beyond 5 years) for each public facility.
  2. A thorough walk through of the town and at least one meeting with the town Select Board.
  3. Complete list of the proposal budget

Beyond these tasks, the specific scope of services and fee shall be negotiated as outlined in the selection procedure below.

### **Project Partners**

The following list represents the official boards, committees, and organizations that will be invited to actively participate in the ADA Accessibility Evaluation and Transition of Public Facilities Project:

Exeter Select Board  
Exeter Fire Department  
Exeter Police Department  
Exeter Parks and Recreation Department  
Exeter Planning and Building Department  
Exeter Town Manager

### **Proposal Requirements**

The following outlines the information required to be submitted as part of the proposal.

- A brief description of your firm
- A list of the employees that will be assigned to this project including their resume highlighting their background and qualifications.
- Names, addresses, telephone numbers, e-mail addresses, and contact persons of all clients for which your company has performed similar services during the past two (2) years.
- Estimated work schedule including the estimated date of completion of the project.

### **General Conditions**

#### **Requests for Information**

Any firm contemplating submitting a response to this request that is in doubt as to the meaning of any part of this RFP, or find a discrepancy in or omission from this RFP, may submit to the Town a written request for interpretation, clarification, or correction thereof. Any interpretation, clarification, or correction of documents will be made in writing and issued to any firm that received this RFP. The Town will not be responsible for any explanations or interpretation of the documents other than those made in writing.

### Contract Award

The selected firm shall enter into a written contract with the Town binding all terms, conditions, and provisions of the proposal, and other terms, conditions and provisions negotiated prior to award of the contract. The contract will be awarded by the Town Manager in accordance with the Town's Purchasing Policy.

### Town's Use of Materials

All materials submitted shall become the property of the Town, unless it is clearly marked as proprietary information. The Town reserves the right to use any ideas presented in the submission, without compensation paid to the Firm. Selection or rejection of the submission shall not affect this right.

### Insurance Requirements

The selected Firm shall procure and maintain, for the duration of the contract, insurance against claims which may arise from or in connection with the performance of the work by the Firm, its agents, representatives, or employees. Proof and coverage amount of such insurance shall be received and approved by the Town prior to execution of the contract.

### Hold Harmless

The selected Firm shall indemnify and hold harmless the Town of Exeter and its officers, officials, employees and agents from and against all claims, damages, losses and expenses including attorney's fees arising out of performance of the scope of services included herein, caused in whole or in part by any negligent act or omission of the Firm, their officers, employees, agents, representatives or subcontractors, except where caused by the active negligence, sole negligence, or willful misconduct on the part of the Town of Exeter.

### Submission Ownership and Cost

Upon submissions, responses become the property of the Town of Exeter. The cost of preparing and submitting a response is the sole responsibility of the Firm and shall not be chargeable in any manner to the Town. The Town will not reimburse any Firm for any costs associated with the preparation and submission of a response or expense incurred in making a presentation, participation in an interview, or negotiating a contract with the Town.

### **Selection Procedure**

Submissions will be evaluated based on, but not limited to, the following criteria:

- Responsiveness of submission

- Engagement description and approach
- Qualification and experience
- Prior experience on projects similar to this request for proposal
- Methodology to be used to accomplish this work
- Cost

In response to the proposals, the Town may select one or more firms for an interview and an oral presentation. The submission of a response shall not guarantee an opportunity to an interview.

The Town will select a firm based upon the written response, oral interviews, contact from previous engagements, and any other pertinent information deemed necessary by the Town. The Town will then negotiate a contract, specific scope of services, and fee with the selected firm. The Town reserves the right to request substitution of any provider identified by the firm as part of its team. If an agreement cannot be reached with the selected firm, the Town retains the right to terminate negotiations with that firm and open negotiations with the next ranked firm. The compensation discussed with one interested firm will not be disclosed or discussed with another firm.

No work shall begin until the firm and the Town has executed a contract.

#### Acceptance or Rejection of Responses

The contract may be awarded to the firm that most closely satisfies the needs of the Town and is deemed to be the most advantageous to the Town. The Town reserves the right to accept or reject any item or group of items in a response. The Town also reserves the right to waive any informality or irregularity in any response.

The Town also reserves the right to reject any and all responses, or portion thereof, received in response to the RFP, to negotiate separately with any sources whatsoever, in any manner necessary, to serve the best interest of the Town. Additionally, the Town may, for any reason, decide not to award an agreement as a result of this RFP.

Non-acceptance of any response shall not imply that the proposal was deficient. Non-acceptance of any response shall mean that another response was deemed to be more advantageous to the Town and/or more closely satisfies the needs of the Town, or that the Town decided not to award an agreement as a result of this RFP.

#### Examination of Proposed Material

The submission of a response shall be deemed a representation and warranty by the firm that it has investigated all aspects of the RFP, that it is aware of the applicable facts

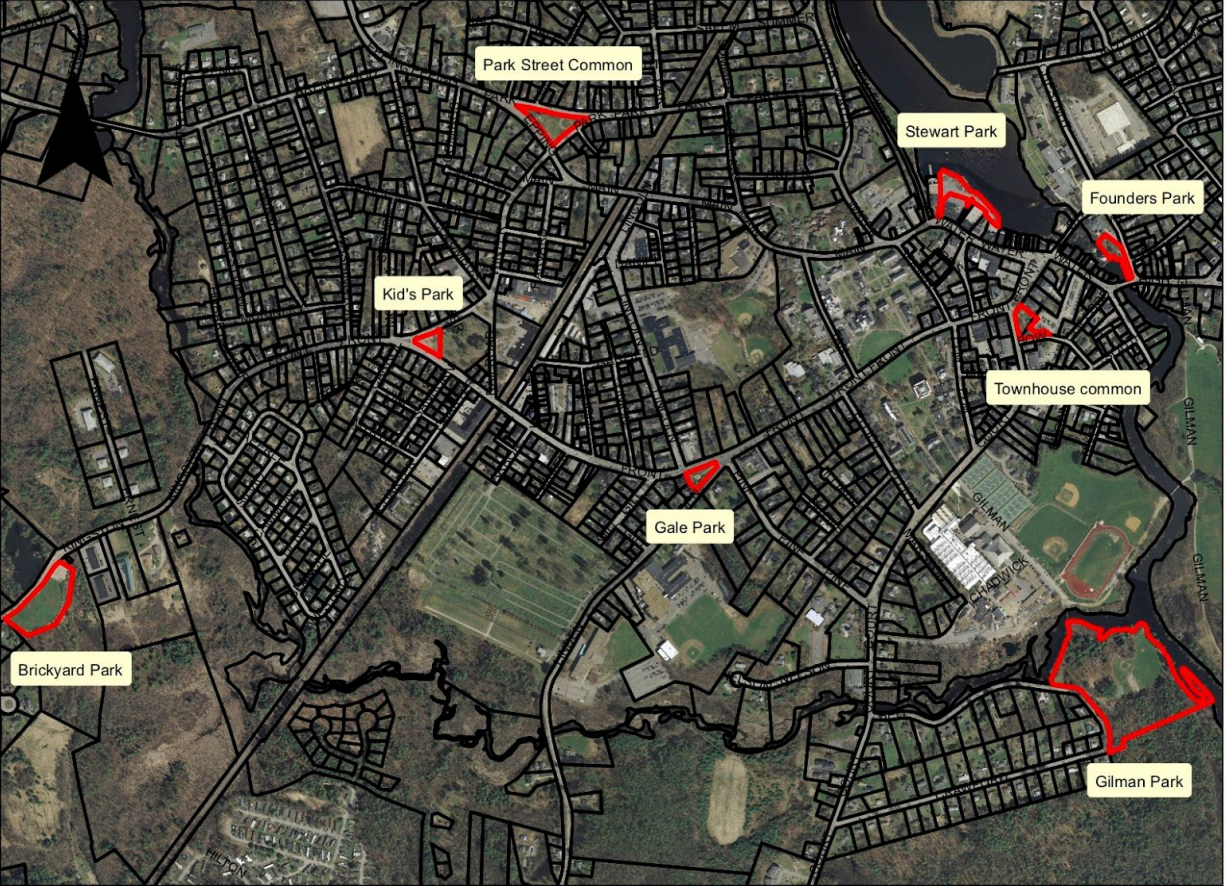
pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No request for modification in the provisions of the response shall be considered after its submission on the grounds that the firm was not fully informed as to any fact or condition. Town information, which is contained in this RFP or any addendum thereto, is for informational purposes only. The Town disclaims any responsibility for this information that may subsequently be determined to be incomplete or inaccurate.

**RFP Attachments:**

1. Map 1. Town Parks
2. Map 2. Town Buildings
3. Map 3. Downtown Sidewalks and Public Parking
4. Chart 1. Parks, Buildings, and Downtown Sidewalks and Public Parking Size/Use

Map 1.Town Parks

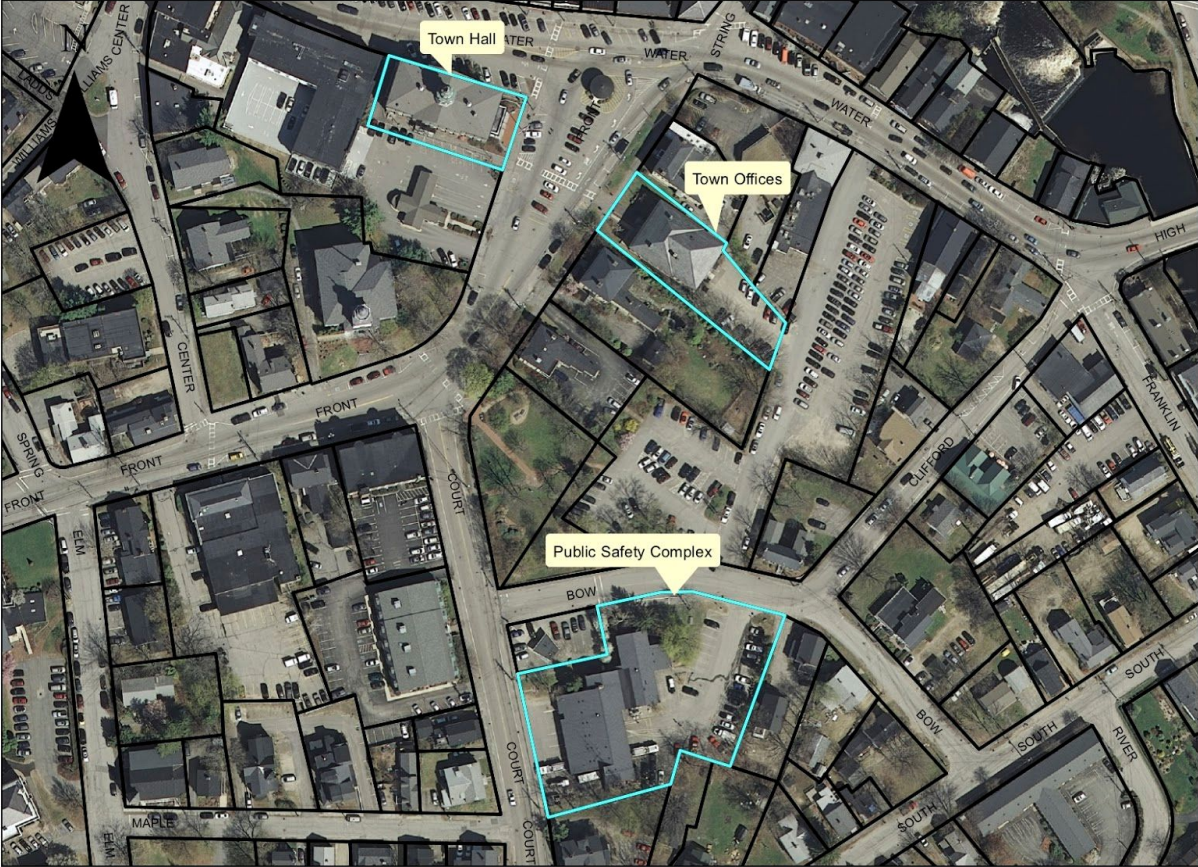
Map 1 Town Parks





Map 2. Town Buildings

Map 2 Town Buildings



### Map 3. Downtown Sidewalks and Public Parking

#### Map 3 Downtown Sidewalks and Public Parking



Chart 1. Parks, Buildings, and Downtown Sidewalks and Public Parking Size/Use

Chart 1. Parks, Buildings, and Downtown Sidewalks and Public Parking Size/Use				
Building	Location	Living Area Sq.Ft.	Stories	Use
<b>Town Offices</b>	10 Front St.	9,628	2	Office of the Town Manager, Planning and Building, Town Clerk, Assessing, Exeter TV, and Economic Development. Site of Selectboard meetings and various committee meetings.
<b>Town Hall</b>	9 Front St.	15,758	2	Site of town-wide meetings and events.
<b>Public Safety Complex</b>	20 Court St.	18,091	2	Base for the Police and Fire Department.
<b>Brickyard Park</b>	Kingston Rd.	See Map	N/A	Green space primarily for team programs and flag football.
<b>Kid's Park</b>	Front St./Winter St.	See Map	N/A	Playground.
<b>Founders Park</b>	Chestnut St./Water St.	See Map	N/A	Picnic space, benches, and walkway.
<b>Town House Commons</b>	Court St./Bowe St.	See Map	N/A	Picnic space, benches, and walkway.
<b>Gale Park</b>	Front St./Linden St.	See Map	N/A	War memorial with walkway.
<b>Gilman Park</b>	Bell Ave.	See Map	N/A	Basketball, baseball, boat ramp, walkway, and green space.
<b>Stewart Park</b>	Water St.	See Map	N/A	Waterfront park with walkways and benches.
<b>Park Street Common</b>	Park St./Main St.		N/A	Playground, ball fields, green space and ice rink in the winter.
<b>Downtown Sidewalks</b>	See Map	See Map	N/A	Key corridors for people, goods, and commerce.
<b>Downtown On and Off Street Public Parking</b>	See Map	See Map	N/A	To access downtown amenities.