



Town of Stow

INVITATION FOR BIDS ADA Self-Evaluation and Transition Plan

Bid Opening

Wednesday September 6, 2023

10:00 am

Stow Town Building

Lower Level

380 Great Road

Stow, MA 01775

For general questions:

Ashley Pinard

Procurement and Grants Administrator

380 Great Road

Stow, MA 01775

978-216-2244

procurement@stow-ma.gov

Town of Stow

IFB 9-6-2023

ADA Self-Evaluation and Transition Plan

Description of Procurement

The purpose of this procurement is for the Town of Stow to contract with a qualified consultant to assist the town in bringing all ADA policies, procedures, self-evaluation, and transition plan up to date. The procurement is dependent on the town receiving the Municipal Americans with Disabilities Act (ADA) Improvement Grant from the Massachusetts Office on Disability. The grant notices are expected to be received in December.

The Contractor is required to have experience in preparation of ADA self-evaluation and transition planning for municipalities.

All responses submitted by a Bidder are binding on the Bidder for 120 days following the date of submission and/or until such time as the Bidder withdraws its response in writing, addressed to the contact person for this Bid.

Where the contractor fails to complete the project as specified, the Awarding Authority reserves the right to terminate the contract and to enter into other agreements to complete the necessary work and the Awarding Authority shall have the right to recover the damages for breach of the contract, either by suit against the contractor or the bond security it and the Awarding Authority will not be liable for any charges if termination happens.

Term of Contract and Options to Renew

The term of this contract will be a period of six months expected to begin on or around December 15th, 2023, when the town is awarded the grant and ending on June 30, 2024. All work must be completed, and invoices dated prior to the end of the fiscal year, June 30, 2024.

Contract and Performance Specifications

All work is to be quality work and shall be performed according to the standards of the industry and wholly complies with the requirements of the Americans with Disabilities Act (ADA), including any modifications made by ADA amendments. Any proposed modifications must also comply with the most current Architectural Access Board regulations.

Submission of Questions

Prospective Bidders may submit questions to the Procurement Administrator regarding this solicitation by Wednesday, August 30th at 10am.

Ashley Pinard, Procurement Administrator
380 Great Road
Stow, MA 01775
978-216-2244
procurement@stow-ma.gov

Addendum

Any questions sent in writing prior to the deadline of August 30th at 10am will be answered in an addendum. The addendum will be posted on the town website and sent to all parties who have requested the bid documents. All bidders must acknowledge receipt of any and all addendums that are issued.

Instructions for Submission of Responses

All Bids are due in the Stow Town Building, 380 Great Road Stow, MA, lower level, by 10:00 am on Wednesday September 6, 2023, if at the time of the Bid opening Town Building is closed due to some unforeseen emergency Bids will be due and open the next business day at 2:00 pm. All areas of this Bid must be filled out, the town reserves the right to reject any vendor that does not fill out the Bid in its entirety.

Selection Criteria

The Town of Stow reserves the right to reject any and all Bids if it is in the Town of Stow's best interest to do so.

Award of this contract shall be made to the lowest responsible and eligible Bidder within 120 days, Saturdays, Sundays, and legal holidays excluded, after the opening of the Bids. The Town reserves the right to reject any and all Bids if deemed in the Town's best interest.

The Town of Stow has the right to verify any references included in a Bidder's response and to conduct any other reference or credit checks, as deemed appropriate. The Town of Stow also reserves the right to use historical information, whether gleaned from references provided, previous contract performance or outside sources in the evaluation of a Bidder's response. Poor references or past history may result in a Bidder not being awarded a contract.

Insurance Requirements

The Contractor shall purchase and keep in full force and effect during the entire duration of the Work to be done by the Contractor, insurance issued by companies qualified to do business in the Commonwealth of Massachusetts as follows:

Contractor's Public Liability and Property Damage Insurance. Contractor's liability insurance shall be purchased and maintained by the Contractor to protect him from claims for damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Contractor's operation under this agreement, whether such operations be by himself or by any or anyone directly or indirectly employed by any of them. The insurance shall name the Town of Stow as an additional insured and shall be written for personal injury, bodily injury and property damage including Products and Completed Operations with limits not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Such insurance shall be written on an occurrence basis. This policy shall provide coverage on a primary and non-contributory basis.

Workmen's Compensation Insurance. Workmen's Compensation Insurance must be provided at the Contractor's expense in accordance with the provisions of M.G.L. Chapter 149, § 34A. The

Contractor shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits under M.G.L. Chapter 152, § 25C, as amended, to all persons to be employed under the Contract, and the Contractor shall continue such insurance in full force and effect during the term of this Contract. Proof of compliance with the aforesaid stipulations shall be furnished to the Town of Stow when requested and by submitting two copies of a properly endorsed insurance certificate issued by a company authorized to write Workmen's Compensation Insurance policies in the Commonwealth of Massachusetts. Each contractor, subcontractor, and consultant performing work on or about the Premises shall have Employers' Liability Insurance coverage with limits of not less than \$500,000 per accident.

Vehicle Liability Insurance. The Contractor shall take out and maintain at his own expense during the life of this Contract vehicle liability insurance. The insurance shall name the Town of Stow as an additional insured and shall be written with limits of not less than \$1,000,000. Coverage must include the following: Owned Vehicles, Leased Vehicles, Hired Vehicles, and Non-Owned Vehicles.

Umbrella Liability. The Contractor shall take out and maintain a policy of at least \$2,000,000 per occurrence with a \$2,000,000 Annual Aggregate. The insurance shall name the Town of Stow as an additional insured.

Or other insurance requirements as agreed by the town and contractor.

Projected Scope of Work

The consultant shall work with the ADA Coordinator for the following tasks. These are to be completed at all municipal buildings in the Town of Stow. Those buildings include Stow Town Building, Pompositticut Community Center and Fire Department, Police Department, Highway Department, and any other location as directed by the ADA Coordinator.

Task 1: Self-Assessment Survey:

The Consultant shall create a Self-Assessment survey form and arrange to circulate it to each department. The Consultant shall work with the Coordinator to review and evaluate the responses to the survey form. The survey shall ask for data on each department's ADA compliance resources and needs, including information on effective communication and physical accessibility of all departmental programs, services and activities as required by the ADA.

Task 2: Review of Existing Policies/Procedures:

The Consultant shall review the Town's current ADA employment policies, compared to federal and state policies, and recommend any necessary changes. The Consultant shall review the Town's current reasonable accommodation policy and complaint procedure and recommend any necessary changes.

Task 3: Building and Facility Surveys:

The Consultant shall conduct building and facility surveys (referencing ADA Accessibility Guidelines) of elements of Town-owned or operated buildings and facilities that contain Town programs, services, or activities as identified in the survey. The purpose of the investigations is to identify all architectural barriers and barrier removal solutions and to establish an order of priorities.

Task 4: Model Policies/Procedures:

Based on the review by the Consultant of Town departments' Surveys from Task 2 and of policies and procedures regarding access by the disabled, the Consultant shall identify departments that do not have policies or whose policies and procedures require modifications. The Consultant shall develop model policies and procedures recommended for use by departments and shall include those model policies in the ADA Transition Plan.

Task 5: Complete Draft ADA Self Evaluation Report:

Based on the completion of Tasks 1-4, the Consultant shall prepare a draft "ADA Self Evaluation Report Plan" consistent with the requirements of Titles I and II of the ADA. The Draft must (1) summarize requirements under the ADA regulations for Titles I and II; (2) include an explanation of deficiencies in policies, procedures, effective communication, and physical accessibility. This Self Evaluation Report shall be presented to the Coordinator for review and final edits.

Task 6: Complete Draft "ADA Transition Plan":

Based on the completion of Tasks 1-4, the Consultant shall prepare a draft ADA Transition Plan. The ADA Transition Plan shall outline in detail the steps required for the Town to come into compliance with the ADA including issues related to effective communication, alteration and adoption of any necessary policies and procedures, and an explanation of the changes required to physically alter properties and buildings. The priority of each required step shall be set by the Coordinator with the advice of the Consultant.

Task 7: Complete Final ADA Self Evaluation Report and ADA Transition Plan:

The Consultant shall prepare the final ADA Self Evaluation Report and ADA Transition Plan. The Coordinator shall have final say on the content of the final version of both the ADA Self Evaluation Report and the ADA Transition Plan.

Task 8: Provide a detailed outline of methods (and proposed costs) for the removal of the identified barriers.

Task 9: Provide a realistic implementation schedule (with costs) for the removal of the identified barriers.

Carry the required amount of insurance as shown by the insurance requirement enclosed herewith. Certification of insurance shall be provided to the Town of Stow prior to commencement of work and not later than fifteen (15) calendar days from notice of contract award. Insurance shall remain in force during the full term of the contractual agreement and/or until work is completed and accepted by the Town of Stow, whichever is later.

Billing/Invoicing and Quotes:

All bills/invoices submitted must be addressed to the Director of Facilities, 380 Great Road Stow, MA 01775 (no emailed invoices will be accepted) and MUST adhere to the contract.

All work must be completed, and invoices dated prior to June 30, 2024. Consultant must submit the final invoice no later than July 3, 2024.

The Proposed Contract price for all work is:

Total Aggregate Bid: \$ _____

Total Price Written:

Receipt of Addendum Number(s) _____ Dated: _____ is hereby acknowledged and reflected in the Bid price (s) shown.

Contractor Name: _____ Date: _____

NON-COLLUSION AFFIDAVIT

The undersigned certifies under penalties of perjury that this Bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting Bid or proposal

Name of Company

Date

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Law Chapter 62C, § 49A, I hereby certify under penalties of perjury that I have, to the best of my knowledge and belief, filed all state tax returns and paid all state taxes required under law.

Social Security or Federal I.D. Number:

Signature: Individual or Corporate Officer

Date

Please Print

Corporate Name:

Address:

P.O. Box:

City, State, Zip Code:

* Your Social Security Number or Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Proposers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of M.G.L. Ch. 62C, § 48A.

**CERTIFICATE OF AUTHORITY
MEETING OF BOARD OF DIRECTORS**

At a meeting of the Directors of the _____ duly called
(Corporation)

and held at _____ on the _____ day of

_____, in the _____ year at which a quorum was present and acting, it was

voted, that _____ the _____ of this Corporation
(name) (title/position)

is hereby authorized and empowered to make, enter into, sign, seal and deliver, on

behalf of this Corporation a Contract for _____

(brief description)

with the Town of Stow, and performance and payment bonds (each in the amount of the
Contract) in connection with such Contract.

*I hereby certify that the above is a true and correct copy of the record, that said vote has not
been amended or repealed and is in full force and effect as of this date, and that*

_____ is duly elected _____ of
this Corporation.

Clerk or Secretary of the Corporation

WORK EXAMPLES

LIST LOCATION OF THREE CONTRACTS WITH SIMILAR MUNICIPALITIES

The references should include the name of the municipality/company, contact person and email/number.

1.

2.

3.