



**PARKS AND RECREATION
ADA ASSESSMENT
& TRANSITION PLAN
REQUEST FOR PROPOSALS**

Issue Date: November 15, 2023

Deadline: December 6, 2023

Introduction & Purpose of Work

The City of Dublin (City) Parks and Recreation Department (Department) is issuing this request for proposals (RFP) for consultant services to conduct a comprehensive assessment of the Department's parks, open spaces, facilities, programs, services, activities, and communications for compliance with the Americans with Disabilities Act (ADA) and the State of Ohio accessibility standards. The project outcome will be an ADA Assessment and Transition Plan (Plan) providing recommendations as the basis for prioritizing, budgeting, implementing, and monitoring the removal of barriers.

The Americans with Disabilities Act (ADA), passed on July 26, 1990 as Public Law 101-336 (42 U.S.C. Sec 12101 et seq.), became effective on January 26, 1992. The current text of the ADA includes changes made by the ADA Amendments Act of 2008 (Public Law 110-325), which became effective on January 1, 2009. The fundamental goal of the ADA is to ensure equal access to civic life by people with disabilities, and the Act prohibits discrimination against disabled persons in the United States. Title II of the ADA requires state and local governments to make their programs, services, and activities accessible to persons with disabilities, and establishes physical requirements for public facilities.

Background

Dublin is a city of approximately 50,000 residents located just northwest of Columbus, Ohio. It offers residents and corporate citizens responsive services, attractive housing, thoughtful and strategic planning, innovative ideas and technology, abundant recreational programs, parks and amenities, and a dynamic community life. Dublin is ranked the number one small city in Ohio and is consistently ranked one of the safest cities in the nation.

The City has approximately 1,041 acres of maintained/developed park and open spaces with 64 public parks, which include 43 neighborhood parks and 21 community parks. The facilities supporting the City's recreational programming, events and activities include the following amenities:

- 17 Picnic Shelters/Pavilions
- 36 Multi-Purpose Sports Fields
- 2 Cricket Grounds
- 22 Baseball Fields
- 14 Softball Fields
- 14 Basketball Courts
- 18 Tennis Courts
- 44 Playgrounds (2 fully ADA accessible)
- 1 Dog Park
- 1 Skate Park
- 1 Bicycle Track
- 5 Sand Volleyball Courts
- 8 Pickleball Courts

- 2 Splash Pads
- 2 Outdoor Aquatic Complexes
- 57 Fishing Ponds
- 1 Special Needs Sport Field
- 4 Outdoor Fitness Equipment Sets
- 1 Community Recreation Center (110,000 square feet and approximately 1,200 programs annually)
- 1 Community Meeting Center (3,732 square feet)

The City hosts several outside permitted events and five internal signature City events, which include:

- St. Patrick's Day Parade
- Independence Day Parade, Entertainment/Concert and Fireworks Display
- Dublin Irish Festival
- Spooktacular
- Christmas Tree Lighting Ceremony

Serving a diverse population, the City aims to provide a welcoming and inclusive experience on all City owned properties as well as through programming and communications. Additional information is available on the City's website: www.dublinohiousa.gov

Scope of Work

At a minimum, the Transition Plan will provide recommendations for complying with accessibility requirements as mandated by the ADA and State of Ohio. It will also provide the basis for prioritizing, budgeting, implementing, and monitoring barrier removal.

The selected firm will be expected to perform all technical and other analyses necessary to complete the scope of work including, but not limited to the steps and tasks outlined below as a guide.

- **ADA Assessment:** The Assessment process shall identify any programmatic, physical and communication barriers limiting the accessibility of the Department's programs, services, activities, and facilities to include the following:
 - Identify necessary documents, materials, and resources to conduct the Assessment.
 - Assist Department staff in developing a strategy to implement and complete the Assessment process by the consultant.
 - Identify which of the Department's parks, facilities, programs, services, activities, and communications are subject to the requirements of the ADA and the State of Ohio.
 - Develop necessary forms, technological solutions and procedures required to complete the Assessment.
 - Conduct a comprehensive review of Department parks, facilities, programs, services, activities and communications, including website and

interpretive/educational content (i.e. linguistically accessible and inclusive language) for the Assessment.

- Provide Geographic Information System (GIS) data support to the Department including inventory and mapping of barriers.
- Compile and finalize the ADA Assessment Report.
- **Community Engagement:** Develop a public engagement strategy for proposed outreach and engagement with interested persons, including individuals with disabilities or organizations representing individuals with disabilities.
 - Develop a proposal and implementation timeline to engage the community in the Plan process.
 - Specify the proposed number of meetings and/or workshops necessary to achieve suitable engagement to meet the Plan's goals.
 - Incorporate opportunities for public comment into phases of the Plan process.
 - Review and incorporate public comment and feedback into the Plan.
 - Specify other engagement tools and media that will be utilized to implement community engagement.
 - Develop public engagement materials including surveys, informational materials, and presentations.
- **Transition Plan:** Develop a Transition Plan based upon the results of the Assessment Report, policy reviews, City staff guidance, and public feedback. The Transition Plan shall comply with the ADA Title II and the State of Ohio including, but not limited to the following:
 - Summarize the findings of the Assessment process.
 - Provide detailed recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier remediation.
 - Estimate costs of remediation measures and barrier removal Transition Plans.
 - In consultation with Department staff, prepare an implementation schedule that includes milestones or measures of achievement for monitoring implementation.
 - Recommend procedures for periodically reviewing and updating the Transition Plan.
 - Recommend procedures and forms for performing assessments of additional or future barriers.
 - Recommend procedures and forms for filing public requests for accommodation.
 - Recommend a policy or procedure that is available to all members of the public and staff that addresses issues pertaining to ADA compliance, access and inclusive/adaptive programming. This policy shall include a dispute process in compliance with the ADA.
 - Provide a list of references and contact information for ADA and accessibility related resources.
 - Provide a draft and final report incorporating comments from the Department, the public and stakeholders.

- **Project Management:** Project management tasks are to include the following:
 - Developing agendas, facilitating meetings, reporting and note taking.
 - Developing and adhering to the project schedule and budget.
 - Project data management, documentation, and record keeping.
 - Providing periodic progress reports and presentations for Department staff, City Boards, City Commissions and City Council.
 - Facilitating meetings including project team meetings throughout the Plan process, including the project kick-off and closeout.
- **Additional Services (optional):** Recommendations as the consultant determines appropriate based on experience.

Deliverables

The submission will include a detailed report on the items outlined in the Scope of Work section.

Submittal Requirements

Responses should be prepared as simply as possible and provide a straightforward, concise description of the contractor's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content. Proposals should have a 10-page limit (not including front and back cover, table of contents or fee proposal). Firms should adhere to the following order and content for proposal sections. Each section should be labeled for ease of reference:

A. Cover Sheet and Contact Information

The cover sheet should have the primary contact information including name, organization, phone number, email and address. The cover sheet should also include a brief statement on the firm's interest in the project.

B. Qualifications

Include examples of similar work done within the last 10 years. In each example, provide the name(s) of team members involved who will be assigned to this project and client contact references (including name, title, phone number, and email address). The City of Dublin reserves the right to contact any of the organizations or individuals listed.

C. Approach and Methodology

Describe your firm's intended approach to accomplishing each item listed in the Scope of Work section. This should include, but is not limited to how the firm will conduct the necessary research and analysis to provide an informed recommendation. Firms should provide a project timeline and management plan for each item listed in the scope of work.

D. Contract Exceptions

Indicate any concerns with the terms of the City's "Professional Services Agreement" attached as "Attachment A". Please make comments as specific as possible.

E. Fee Proposal

Please include a budget that identifies all anticipated costs and fees associated with the work necessary to complete this project. All actions and anticipated expenses should be itemized with all hourly rates for services included.

F. Other Information

Include any other information you consider relevant to the proposal.

Selection Process

Proposals will be evaluated by a team of City staff using the following weighted criteria:

- The qualifications and experience of the firm (30 points)
- Quality of work produced for other organizations (30 points)
- Understanding of the project scope (15 points)
- Approach to accomplishing the work (15 points)
- Any other factors the selection committee deems applicable (10 points)

The City of Dublin reserves the right to reject any late or incomplete submissions, and all proposals for any reason. The Proposal does not commit the City of Dublin to award a contract, pay any costs incurred in preparation of the Proposal, or to procure or contract for services.

Please email a PDF copy of your proposal no later than **5:00pm on December 6, 2023** to Marja Keplar, Administrative Support III, at mkeplar@dublin.oh.us.

Questions about the requirements of this RFP or the submissions to be included in the proposal shall be directed to:

Marja Keplar, Administrative Support III

Mkeplar@dublin.oh.us

614-410-4710



PSA _____

PROFESSIONAL SERVICES AGREEMENT

*****Project Title*******

This Services Agreement ("Agreement") is made and entered into and effective on this ****date**** day of ****month****, ****year**** ("Effective Date") by and between the City of **Dublin, Ohio ("Dublin")**, an Ohio Municipal Corporation, with offices located at **located at (your address here and **Consultant name here ** ("Service Provider")**, with an office and principal place of business located at ****consultants address here*****

Recitals

WHEREAS, Dublin desires to engage Service Provider to perform the services as more fully described in the attached Exhibit A (the "Services"); and

WHEREAS, Service Provider desires to perform the Services and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

Provisions

I. Performance of the Services. Provider shall:

- A. Perform the Services as set forth in Exhibit A.
- B. If the Service Provider is an individual, complete, sign and return the Ohio Public Employees Retirement System ("OPERS") Independent Contractor Acknowledgement form.
- C. Give prompt notice to Dublin should the Service Provider observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.
- D. Remit to Dublin after the termination of this Agreement, all files and documents pertaining to the project that have been obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials. Service Provider shall be entitled to retain copies for the Service Provider's files.

II. Obligations of Dublin. Dublin shall:

- A. Assist the Service Provider by placing at its disposal all available information pertinent to the Services for the project.
- B. Use its best efforts to secure release of other data applicable to the project held by others.
- C. Make all necessary provisions to enter upon public and private property as required to perform the Services.
- D. Give prompt notice to the Service Provider should Dublin observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.

III. Term and Termination. The Agreement shall commence on ****date**** of ****month****, ****year****, and shall terminate on the ****date**** day of ****month****, ****year****. Dublin may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by Dublin prior to its natural expiration, Service Provider shall be paid the amounts for work actually performed in accordance with this Agreement to the date of this early termination.

IV. Payment.

- A. Service Provider shall be compensated on an hourly basis in accordance with Exhibit A.
- B. The Service Provider shall invoice Dublin monthly for services rendered through the previous month and Dublin agrees to pay within thirty (30) days of receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of hours worked by each individual working on the project with a description of work performed, as well as an itemization of all reimbursable expenses which must be documented with copies of receipts whenever possible. All invoices must include the contract number and the purchase order number of this contract which is located in the upper right-hand corner of the first page of this document. Invoices must also include information describing the

percentage of each phase of the work which has been completed, and a summary of billings and payments made to date.

V. Relationship of the Parties. The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Dublin. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Dublin of a partnership, association, or joint venture. Further, the parties acknowledge that Service Provider is paid a fee, retainer or other payment as per Section IV of this Agreement; is not eligible for workers' compensation or unemployment compensation; is not eligible for employee fringe benefits such as vacation or sick leave; does not appear on Dublin's payroll; is required to provide his or her own supplies and equipment; and is not controlled or supervised by Dublin personnel as to the manner of work.

VI. Indemnification.

- A. Professional Liability. Relative to any and all claims, losses, damages, liability and cost, the Service Provider agrees to indemnify and save Dublin, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury arising from the negligent acts, errors or omissions by the Service Provider or its employees.
- B. Non-Professional Liability (General Liability). To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless Dublin, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the Service Provider, any subconsultant(s) of the Service Provider, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

VII. Insurance.

- A. The Service Provider shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect himself from any claim

arising out of the performance of professional services and caused by negligent acts, omissions or negligent acts for which the Service Provider may be legally negligent. The Service Provider shall maintain said coverage for the entire contract period and for a minimum of one year after completion of the work under the contract.

- B. In addition to errors and omissions insurance, the Service Provider shall also secure and maintain, at his/her own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.
- C. The Service Provider shall secure and maintain, at his/her own expense, General Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- D. The Service Provider shall secure and maintain, at his/her/its own expense, Property insurance for protection from claims or damages because of damage to or destruction of property including loss of use resulting therefrom in an amount not less than Five Hundred Thousand Dollars (\$500,000.00).
- E. Dublin shall be held harmless for any damage to the Service Provider's property and/or equipment during the course of performance under the Contract.
- F. The above referenced insurance shall be maintained in full force and effect during the life of this Contract and for one year beyond, where specified. Certificates showing that the Service Provider is carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, Dublin prior to the start of work on the project and before Dublin is obligated to make any payments to the Service Provider for the work performed under the provision of this contract. All such Certificates, with the exception of those for Worker's Compensation and Errors & Omissions coverage, shall clearly reflect that the City of Dublin is an "Additional Insured".

VIII. Employee Documentation

- A. Service Provider guarantees that the individuals employed by the Service working on this project are authorized to work in the United States. The

Service Provider will upon demand provide Dublin with appropriate documentation (Form I-9) for any Service Provider employee performing services for Dublin.

- B. The Service Provider agrees to indemnify Dublin in accordance with Section VI of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.

IX. Taxes.

- A. Service Provider has the following identification number for income tax purposes: _____.
- B. Service Provider is subject to and responsible for all applicable federal, state, and local taxes.
- C. Dublin represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request. Service Provider hereby further agrees to withhold all municipal income taxes due or payable under the provisions of Chapter 35 of the Codified Ordinances of Dublin, Ohio, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such municipal income taxes due under such chapter for Services performed under this Agreement.
- D. The Service Provider shall receive Internal Revenue Service form 1099 from Dublin for income tax reporting purposes.

X. Assignment. Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment.

XI. Entire Agreement / Amendment. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance with the laws of the State of Ohio.

XII. Discrimination.

- A. No discrimination for reason of race, color, national origin, religion, sex, genetic information, pregnancy, age, ancestry, military status, sexual orientation, gender identity, marital status, veteran's status, or disability shall be permitted or authorized by Dublin and/or Service Provider in connection with the Services.
- B. Nothing in this Agreement shall require the commission of any act contrary to any law or any rules or regulations of any union, guild, or similar body having jurisdiction over the Services of Service Provider.

XIII. Governing Law/Venue. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of Ohio, in any court of competent jurisdiction in Franklin County, Ohio.

XIV. Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

XV. Paragraph Headings. Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

[signatures appear on following page]

Approved as to Form:

(NAME), City of Dublin Law Director

CERTIFICATION OF FUNDS

I hereby certify that the funds required to meet the City's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding

(NAME), Director of Finance

Date

EXHIBIT A

Scope of Services