

Request for Proposals



City of Minneapolis
Department of Public Works
Transportation, Planning & Programming

Automated Pavement Assessment Services

RFP 2016-57 Issue Date: April 15, 2016

Proposals Due by: Friday, May 27, 2016 at 4:00 PM

April 13, 2016

To whom it may concern:

Attached is a Request for Proposal for Automated Pavement Assessment Services. These services are needed to assist with roadway pavement condition data collection and analysis for the Transportation, Planning, and Programming Division of the Public Works Department. Please consider submitting a proposal for providing these services if your firm meets the qualifications and is available. Please review the RFP for details.

Proposals are due by May 27, 2016 at 4:00 PM. A pre-proposal conference will be held in the City of Lakes Building located at 309 2nd Ave S - Room 101, Minneapolis MN on May 9, 2016 at 1:30 PM

Thank you for your consideration.

Sincerely,



Jeni Hager, Director
Transportation, Planning, and Programming
Department of Public Works

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**REQUEST FOR PROPOSALS
FOR
AUTOMATED PAVEMENT ASSESSMENT SERVICES**

- I. INVITATION:** The City of Minneapolis (hereinafter referred to as the City) makes this Request for Proposals (hereinafter referred to as the RFP) in order to select a qualified Consulting Firm (hereinafter referred to as the Consultant) for providing Automated Pavement Assessment Services (hereinafter called the Project). The Project is generally described in the “Scope of Services” (Attachment B), contained within this RFP, including descriptions of roles, responsibilities and relationship of the Consultant, City, and other parties involved in the Project.
- II. PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held in the City of Lakes Building at **1:30 PM (Minneapolis Time), May 9, 2016** located at 309 2nd Ave S - Room 101, Minneapolis, MN. All potential Consultants are encouraged to attend this conference.
- III. PROPOSAL DUE DATE and LOCATION:** The Consultant shall submit **ten (10) copies** of their proposals to the City of Minneapolis Procurement Office, labeled:

City of Minneapolis - Procurement
Request for Proposals for:
Automated Pavement Assessment Services
330 2nd Avenue South, Suite 552
Minneapolis, MN 55401

The submittal shall be made at or before **4:00 P.M. (Minneapolis Time), May 27, 2016.**
NOTE: Late Proposals may not be accepted.

- IV. PROPOSAL FORMAT:** The Consultant shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified in Section V – “EVALUATION OF PROPOSALS”.

To allow for easier comparison of proposals during evaluation, proposals should contain the following sections and appendices and be arranged in consecutive order.

1. Executive Summary - The Executive Summary should include a clear statement of the Consultant’s understanding of the RFP including a brief summary of the Scope of Work. Include, at a minimum, an outline of the contents of the proposal, an identification of the proposed project team, a description of the responsibilities of the project team, and a summary of the proposed services.
2. Scope of Services - Describe in detail how services will be provided. Include a detailed listing and description of tasks, deliverables, and a preliminary work schedule. The work schedule should include timeframes and dates based upon the

estimated contract start date (provided herein) and the information included in the “Scope of Services” (Attachment B).

3. Experience and Capacity - Describe background and related experience demonstrating ability to provide required services. The Consultant should be able to detail three (3) Automated Pavement Assessment Services projects performed that are similar in nature to those described in the Scope of Services. Indicate if company expansion is required to provide service. The Consultant is encouraged to summarize related experience in the following format:

	Organization Name and Address	Contact Information	Project Title	Project Start and End Dates	Brief Description of the Project
1					
2					
3					

4. References - List references from contracts similar in size and scope.
5. Personnel Listing - Show involved individuals with resumes and specific applicable experience. Sub-consultants should also be listed, including the identification of any that are certified in the City of Minneapolis Small & Underutilized Business Program.
6. Cost/Fees - Indicate proposed cost of service including a description of how costs were determined; hourly rates; direct costs and payment billing schedule; list of charges per classification of employee; cost breakdown for each year of service.

V. EVALUATION OF PROPOSALS – SELECTION OF CONSULTANT: Proposals will be reviewed by an Evaluation Panel made up of representatives of the City of Minneapolis, Department of Public Works and other City staff assistance as they might require. The Evaluation Panel may select a "short list" of qualified Consultants who will be formally interviewed as part of the final selection, as deemed necessary by the City. Evaluations will be based on the required criteria listed in Section IV “PROPOSAL FORMAT”, and the following:

- A. Quality, thoroughness, and clarity of proposal.
- B. Qualifications of staff
- C. Prior Experience
- D. How well the Scope of Services offered meets department objectives (including proposed schedule)
- E. Financial responsibility and capacity of company (including whether or not the company, any affiliates, subsidiaries, officers or directors have filed for federal bankruptcy protection within seven years of the date of this RFP)
- F. Organization and management approach and involvement for a successful project.
- G. Small & Underutilized Business participation.
- H. Cost of services proposed.
- I. Insurance coverage as defined for the services.

A formal Presentation/Interview will be requested of the “short list” Consultant’s. Specifically, the City requests that the Consultant’s Project Manager assigned to the proposed project team lead the Presentation and that actual members of the project team (including any sub-consultants) participate in the formal presentation/interview.

The Presentation/Interview of the “short listed” Consultant’s will consist of the following elements:

1. Discussion of the Consultant’s approach to providing services (including schedule) for this Project based upon the Scope of Services described herein.
2. Overview of the Consultant’s experience as related to the Scope of Services, including qualifications and experience of assigned staff.

The Evaluation Panel will schedule and arrange for the presentations.

VI. SCHEDULE: The following is a listing of key Proposal and Project milestones:

RFP Release	April 15, 2016
Pre-Proposal Conference	May 9, 2016
Questions on RFP Due by	May 16, 2016
Responses to Questions posted by	May 20, 2016
Proposals due by	May 27, 2016 at 4:00pm
Estimated Consultant selection	June 2016
Estimated services start date	July 2016
Estimated services end date	July 2018

VII. CONTRACT: The contracting parties will be the City of Minneapolis and the Consultant selected to provide the services as described herein. The selected proposal, along with the RFP and any counter proposal will be incorporated into a formal agreement after negotiations. It is the intent of the City to award a single contract for a term of two (2) years with the option to extend the contract, on an annual basis, at the sole option of the City, for three (3) additional years.

VIII. DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION: The Consultant’s primary interface with the City will be with the Contract Manager who will act as the City’s designated representative for the Project. Prospective responders shall direct inquiries/questions ***in writing only*** to:

Contract Manager: Joe Casey
 Transportation, Planning & Programming Division
 Department of Public Works
 309 2nd Ave. S., Room 300
 Minneapolis, MN 55401-1390
 Email ID: joe.casey @minneapolismn.gov

All questions are due no later than **4:00 PM (Minneapolis Time) on May 16, 2016.**

Responses to the Questions will be posted by 5/20/2016 on City's RFP website at:

<http://www.minneapolismn.gov/finance/procurement/rfp>

The Contract Manager is the only individual who can be contacted regarding the Project before proposals are submitted. The Contract Manager cannot vary the terms of the RFP.

IX. REJECTION OF PROPOSALS: The City reserves the right to reject any Consultant on the basis of the proposals submitted. The City reserves the right to reject all proposals or any Consultant on the basis of the proposal submitted.

X. ADDENDUM TO THE RFP: If any addendum is issued for this RFP, it will be posted on the City of Minneapolis web site at: <http://www.minneapolismn.gov/finance/procurement/rfp> . The City reserves the right to cancel or amend the RFP at any time.

ATTACHMENT A

RFP Terms & Conditions

General Conditions for Request For Proposals (RFP)

(Revised: Dec, 2015)

The General Conditions are terms and conditions that the City expects all of its Consultants to meet. The Consultant agrees to be bound by these requirements unless otherwise noted in the Proposal. The Consultant may suggest alternative language to any section at the time it submits its response to this RFP. Some negotiation is possible to accommodate the Consultant's suggestions.

1. City's Rights

The City reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in the Request for Proposal, or the respondent's reply based on the component prices submitted.

2. Equal Opportunity Statement

The Consultant agrees to comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, subcontractors and suppliers of the Consultant. Among the federal, state and city statutes and ordinances to which the Consultant shall be subject under the terms of this Contract include, without limitation, Minnesota Statutes, section 181.59 and Chapter 363A, Minneapolis Code of Ordinances Chapter 139, 42 U.S.C Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C Sections 621-624 (the Age Discrimination in Employment Act), 42 U.S.C Sections 12101-12213 (the Americans with Disability Act or ADA), 29 U.S.C Section 206(d) (the Equal Pay Act), 8 U.S.C Section 1324 (the Immigration Reform and Control Act of 1986) and all regulations and policies promulgated to enforce these laws. The Consultant shall have submitted and had an "affirmative action plan" approved by the City prior to entering into a Contract.

3. Insurance

Insurance secured by the Consultant shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Consultant. Any policy deductibles or retention shall be the responsibility of the Consultant. The Consultant shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Consultant's interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Consultant shall require any of its subcontractors, if sub-contracting is allowable under this

Contract, to comply with these provisions, or the Consultant will assume full liability of the subcontractors.

The Consultant and its subcontractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$100,000 each occurrence fire damage and \$10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. The amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.
- d) **Professional Liability** Insurance or Errors & Omissions Insurance providing coverage for 1) the claims that arise from the errors or omissions of the Consultant or its subcontractors and 2) the negligence or failure to render a professional service by the Consultant or its subcontractors. The insurance policy should provide coverage in the amount of \$2,000,000 each claim and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.
- e) **Network Security and Privacy Liability** for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Media Liability. Insurance will provide coverage against claims that arise from the disclosure of private information from files including but not limited to: 1) Intentional, fraudulent or criminal acts of the Consultant, its agents or employees. 2) Breach of the City's private data, whether electronic or otherwise. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must remain in continuous effect for at least 3 years after the service is provided or include a 3 year extended reporting period.

4. **Hold Harmless**

The Consultant will defend, indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney's fees regardless of the Consultant's insurance coverage, arising directly from any negligent act or omission of the Consultant, its employees, agents, by any sub-contractor or sub-consultant, and by any employees of the sub-contractors and sub-consultants of the Consultant, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Consultant to perform, in any respect, any of its obligations under this Contract.

The City will defend, indemnify and hold harmless the Consultant and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and

reasonable attorney's fees arising directly from the negligent acts and omissions of the City by reason of the failure of the City to perform its obligations under this Contract. The provisions of the Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against the City as a result of this Contract.

Except as provided in the section titled Data Practices, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

5. Subcontracting

The Consultant shall provide written notice to the City and obtain the City's authorization to sub-contract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Consultant shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Consultant has received payment from the City.

6. Assignment or Transfer of Interest

The Consultant shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City. The Consultant shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

7. General Compliance

The Consultant agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under the Contract.

8. Performance Monitoring

The City will monitor the performance of the Consultant against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Consultant within a reasonable period of time to cure such substantial performance after being notified by the City, Contract termination procedures will be initiated. All work submitted by Consultant shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Consultant and shall inform the Consultant of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

9. Prior Uncured Defaults

Pursuant to Section 18.115 of the City's Code of Ordinances, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

10. Independent Consultant

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the work and/or services to be performed under this Contract. Any and all employees of Consultant or other persons engaged in the performance of any work or services required by Consultant under this Contract shall be considered employees or subcontractors of the Consultant only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Consultant.

11. Accounting Standards

The Consultant agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Contract.

12. Retention of Records

The Consultant shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

13. Data Practices

The Consultant agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The Consultant and any of the Consultant's sub-consultants or sub-contractors retained to provide services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a "governmental entity." The Consultant must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Consultant concerning data requests. The Consultant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Consultant's unlawful disclosure or use of data protected under state and federal laws.

All Proposals shall be treated as non-public information until the Proposals are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the Contract with the selected Consultant(s). At that time, the proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

14. Inspection of Records

Pursuant to Minnesota Statutes, Section 16C.05, all Consultant payroll and expense records with respect to any matters covered by this Contract shall be made available to the City and the State of Minnesota, Office of the State Auditor, or their designees upon notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

15. Living Wage Ordinance

The Consultant may be required to comply with the “[Minneapolis Living Wage and Responsible Public Spending Ordinance](#)”

(http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf),

Chapter 38 of the City’s Code of Ordinances (the “Ordinance”). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance’s requirement that the Consultant and its subcontractors pay their employees a “living wage” as defined and provided for in the Ordinance.

16. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant.

17. Conflict and Priority

In the event that a conflict is found between provisions in this Contract, the Consultant's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals (only for Contracts awarded using RFP).

18. Travel

If travel by the Consultant is allowable and approved for this Contract, then Consultant travel expenses shall be reimbursed in accordance with the City’s [Consultant Travel Reimbursement Conditions](#)

(<http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>).

19. Billboard Advertising

City Code of Ordinance 544.120, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

20. Conflict of Interest/Code of Ethics

Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Consultant are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Consultant to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if Consultant represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Consultant, the City's Code of Ethics will also apply to the Consultant in its role as an "interested person" since Consultant has a direct financial interest in this Agreement. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

21. Termination, Default and Remedies

The City may cancel this Contract for any reason without cause upon thirty (30) days' written notice. Both the City and the Consultant may terminate this Contract upon sixty (60) days' written notice if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days' written notice or such other reasonable time period to cure the default has been provided. If termination shall be without cause, the City shall pay Consultant all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Consultant, the City shall pay Consultant all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Consultant under this Contract shall, at the option of the City, become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Consultant. The City may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. The Consultant has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Consultant.

22. Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon the City's payment for and final approval of the final report or upon payment and request by the City at any time before then. The City at its own risk, may use, extend, or

enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Consultant.

23. Intellectual Property

All Work produced by the Consultant under this Contract is classified as “work for hire” and upon payment by the City to the Consultant will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. “Work” covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, tapes or other media and any databases established to store or retain the Work. The Consultant may retain a copy of the work for its files in order to engage in future consultation with the City and to satisfy professional records retention standards. The Consultant represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This Contract does not affect the ownership of each party’s pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party’s pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

24. Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Consultant and subcontractor with 21 or more employees that enters into a “contract”, as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a “contract”, as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at: http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf

It is the Consultant’s and subcontractor’s responsibility to review and understand the requirements and applicability of this ordinance.

25. City Ownership and Use of Data

The City has adopted an Open Data Policy (“Policy”). The City owns all Data Sets as part of its compliance with this Policy. Data Sets means statistical or factual information: (a)

contained in structural data sets; and (b) regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of services, programs, and functions. The City shall not only retain ownership of all City Data Sets, but also all information or data created through the City's use of the software and /or software applications licensed by the Consultant (or any subcontractor of sub-consultant of the Consultant) to the City.

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract with the Consultant and any of Consultant's subcontractors or sub-consultants involved in providing the Services, using whatever means the City deems appropriate.

The City shall have the right to access all data, regardless of which party created the content and for whatever purpose it was created. The Consultant shall provide bulk extracts that meet the public release criteria for use in and within an open data solution. The Consultant shall permit and allow free access to City information and Data Sets by using a method that is automatic and repeatable. The Data Sets shall permit classification at the field level in order to exclude certain data.

26. Audit Requirements for Cloud-Based Storage of City Data

If the Consultant's services include the storage of City data using a cloud based solution, then the Consultant agrees to secure the data as though it were "private data" as defined in Minnesota Statutes, Chapter 13. The Consultant shall provide the City with the annual copy of the Federal Standards for the Statement on Standards for Attestation Engagements (SSAE) No. 16 or the International Standard on Assurance Engagements (ISAE) No. 3402. The Consultant agrees to provide a .pdf copy to the City's Contract Manager, upon the Consultant's receipt of the audit results.

27. Small & Underutilized Business Program (SUBP) Requirements

The City of Minneapolis policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). The SUBP requirements detailed in the Minneapolis Code of Ordinances Chapter 423.50 applies to any professional or technical Service contract in excess of \$100,000. SUBP goals are set on contracts based on project scope, subcontracting opportunities and availability of qualified MBEs/WBEs.

There are no specific SUBP goals on this RFP. However, if there are subcontracting opportunities later identified, Consultant shall inform the Contract Manager to obtain authorization as stated under the section titled "Subcontracting" of the Terms and Conditions. Consultant shall take action to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts. To locate certified MBEs and WBEs under the Minnesota Uniform Certification Program (MnUCP), please visit <http://mnucp.metc.state.mn.us/> or contact contractcompliance@minneapolismn.gov.

ATTACHMENT B

SCOPE OF SERVICES

SCOPE OF SERVICES AUTOMATED PAVEMENT ASSESSMENT

Introduction and Background:

The City of Minneapolis has a population of approximately 400,000 residents and maintains a total of 942 centerline miles of roadways and 367 centerline miles of alleys. The City's Public Works Department constantly works to deliver an efficient, high quality and safe transportation system and to provide effective transportation management and maintenance. The City has made significant investments in its pavement infrastructure based upon information collected, stored and utilized in a variety of formats, including pavement management software. The City believes the current pavement condition data collection procedures, while meeting certain needs, should be updated to more effectively maintain the City's street and alley networks, and to guide future infrastructure investments.

The City of Minneapolis Transportation Planning, and Programming Division of the Public Works Department, is soliciting proposals for Automated Pavement Assessment Services. The City has researched the availability of proven and adaptable technologies and is seeking services which offer a very high probability of successful implementation.

Scope of Work:

The scope of work shall include, but is not limited to, the following:

1) Project Initiation

The Project Team shall consist of, but not be limited to, the following: the Consultant and assigned staff, the City's Project Manager, and other representatives from the Public Works Department (as deemed necessary). The Consultant shall be expected to coordinate and cooperate with all Project Team members throughout the Project.

Upon Contract Award the Project Manager for the selected Consultant will schedule a Project Kick-off meeting in cooperation with the City's Project Manager and other Project Team members. During this meeting the Project Team will review the proposed work plan, including scope of work, QA/QC Plan, budget, schedule, and deliverables. The Kick-Off meeting will include:

- a. Introduction of the Project Team and their respective responsibilities
- b. Review the work plan & schedule and milestone dates for data review, delivery & acceptance. It is the intent of the City that all work related to the Project (collection of pavement condition data and assessment) is completed by the end of the year 2017; however the City desires that as much work as possible to be completed by the end of the year 2016. (Note: The work shall be performed when the streets and alleys are clear

of snow/ice, reasonably clear of leaves and other debris, and in weather conditions that result in acceptable image clarity.)

- c. Review the proposed Quality Management Plan (QMP) and expectations, including coordination with existing GIS and Pavement Management Program (PMP).
- d. Information Exchange (gathering history, background, levels of service measures, decision making framework, and review/discuss all available information and data)
- e. Identification of the best practices for pavement/asset management to identify success criteria for the Consultant and the City of Minneapolis.

2) Pavement Condition Data Collection

Perform automated pavement data collection on 942 centerline miles of City streets/parkways, and 367 centerline miles of alleys, (alleys are within 3580 individual city blocks). Automated pavement data collection shall include:

- a. High resolution downward facing line-scan images, high resolution forward and side facing images, pavement rutting data and longitudinal road profile data. Note: Other digital imaging systems may also be considered, with image resolution and imaging expense being important factors.
- b. Image and rutting data shall be captured using a network level sampling method and be used to compute a Pavement Condition Index (PCI), or an alternative pavement surface condition index, using an automated or semi-automated method.
- c. Longitudinal road profile data, (roughness), shall be captured for the entire length of the pavement sections and shall be used to compute the International Roughness Index (IRI) per ASTM E950.
- d. The Minnesota State Aid System (MSAS), which consists of 206 centerline miles of streets, shall be driven twice (therefor 412 miles of driving on the MSAS street system). Two way MSAS shall be driven once in each direction, one way MSAS shall be driven once in the far right lane, and once in the far left lane. The other streets networks (Local, Residential, Parkways), which consist of 736 centerline miles of streets, shall be driven once. The Alley network, which consists of 367 centerline miles of alleys, shall be driven once. See ATTACHMENT C for a map showing street and alleys that are to be included in the Automated Pavement Assessment Services.

3) Define Pavement Condition Index

The Consultant may use the Pavement Condition Index (PCI) procedures as defined in ASTM D6433, in which case the following pavement distresses are identified, quantified and input or imported into the pavement management software:

Asphalt pavement distresses, (with applicable low, medium or high severity levels)

1 Alligator Cracking, 2 Bleeding, 3 Block Cracking, 4 Bumps & Sags, 5 Corrugation, 6 Depression, 7 Edge Cracking, 8 Joint Reflection Cracking, 9 Lane/Shoulder Drop-Off, 10 Longitudinal and Trans. Cracking, 11 Patching & Utility Cut Patching, 12 Polished Aggregate, 13 Potholes, 14 Railroad Crossing, 15 Rutting, 16 Shoving, 17 Slippage Cracking, 18 Swell, 19 Raveling, 20 Weathering

Concrete pavement distresses, (with applicable low, medium or high severity levels)

21 Blowup/Buckling, 22 Corner Break, 23 Divided Slab, 24 Durability ("D") Cracking, 25 Faulting, 26 Joint Seal Damage, 27 Lane/Shoulder Drop-Off, 28 Linear Cracking, 29 Patching, Large, 30 Patching, Small, 31 Polished Aggregate, 32 Popouts, 33 Pumping, 34 Punchout, 35 Railroad, 36 Scaling, Map Cracking (Crazing), 37 Shrinkage Cracks, 38 Corner Spalling, 39 Joint Spalling

4) Define Pavement Management Software and Data Management/Conversion Protocol

The City currently uses MicroPAVER® software for its Pavement Management Program (PMP). It is the intent of this RFP to allow, but not limit, Pavement Management Program proposals to MicroPAVER®. The Consultant may propose using an alternative Pavement Management Program of the Consultants choice. For an alternative Pavement Management Program the Consultant shall provide the following:

- a. Summarize the sampling procedures including a list of distresses and severity levels and the association /agency/society/institute, (e.g., AASHTO, FHWA, Mn/DOT, ASTM, ANSI, etc.) that details the pavement condition index methodology.
- b. Data Management; including detailing the data transfer protocol and providing data transfer from the City's Pavement Management Program (including Inventory, Work History, Inspections, and Programmed Capital and Maintenance Work) into the alternative Program, and from an alternative Pavement Management Program to the City's Program.
- c. The Consultant shall include a two year license for the alternative Pavement Management Program.
- d. Explain the ability of the PMP to combine multiple segments/blocks into sections and use the pavement condition index for those sections throughout all PMP modules.
- e. Information about the alternative PMP, including work planning and budget analysis tools.

5) Quality Management Plan (QMP)

Draft a Quality Management Plan (QMP). The QMP shall address quality control for data collection and quality acceptance by City staff. The QMP shall include but not be limited to the following:

- a. Survey procedures and methodology including specifications and documentation.
- b. QA/QC Program including field calibration, data validation and acceptance.
- c. Provide digital samples of typical pavement image quality in various lighting conditions; sun, shade and partial shade conditions.
- d. Provide summary information about digital imagery equipment, whether the digital images are taken using artificial lighting, if not what means are used to compensate for shaded areas.
- e. Explain how the images will be used to identify distresses, whether the distress identification and index calculation is an automated or semi-automated process.

- f. Provide information showing how individual pavement distresses will be listed and include sample images with pavement sample border and the individual distress locations shown on the sample images, (if the Consultants pavement management software offers these features).
- g. The database engine the pavement management software uses, and what software the Pavement Management Program provides automated export to, i.e., Microsoft Access®, Excel®, etc.

6) Progress Reports

Consultant shall provide monthly progress reports that shall include, at a minimum, the following information.

- a. An updated pavement assessment schedule with the percent of project completed, including a map showing the streets and alleys completed.
- b. Details of QMP plan on streets and alleys completed.
- c. Data validation / control / acceptance measures.

7) Geo-referencing Data

Summarize how the pavement condition distress data, and the pavement condition indexes computed from this data, shall be georeferenced to the street and alley centerlines as organized in the City's GIS system. These street and alley centerlines are linked to the City's current Pavement Management Program. This current organization of streets and alleys into the networks, branches and sections as defined by the City shall be maintained. The majority of pavement sections are made up of multiple blocks, (multiple centerline segments), and the Pavement Condition Index (PCI) shall be assigned to these multiple block sections. In addition to summarizing how data shall be georeferenced the Consultant shall explain how intersections will be excluded for cross streets that are not City Jurisdiction, and how intersections will be included and assigned to the higher jurisdiction for cross streets that are City Jurisdiction (see ATTACHMENT C for a map showing street and alleys that are to be included in the Automated Pavement Assessment Services).

8) Pavement Management Program Paving and Repair Strategies (Work Planning)

- a. The Consultant shall work with City staff to review and adjust all pavement management program settings to ensure the most cost effective decision making processes are being used.
- b. Assist City staff in running up to five (5) budgeting scenarios - scenario parameters to be determined by the City with input from the Consultant. The scenarios may include projected pavement conditions based upon current funding levels, funding levels needed to achieve certain pavement conditions over a specified number of years, and work recommendations for all pavement sections.

9) The City shall provide the following information to the selected Consultant awarded the Project:

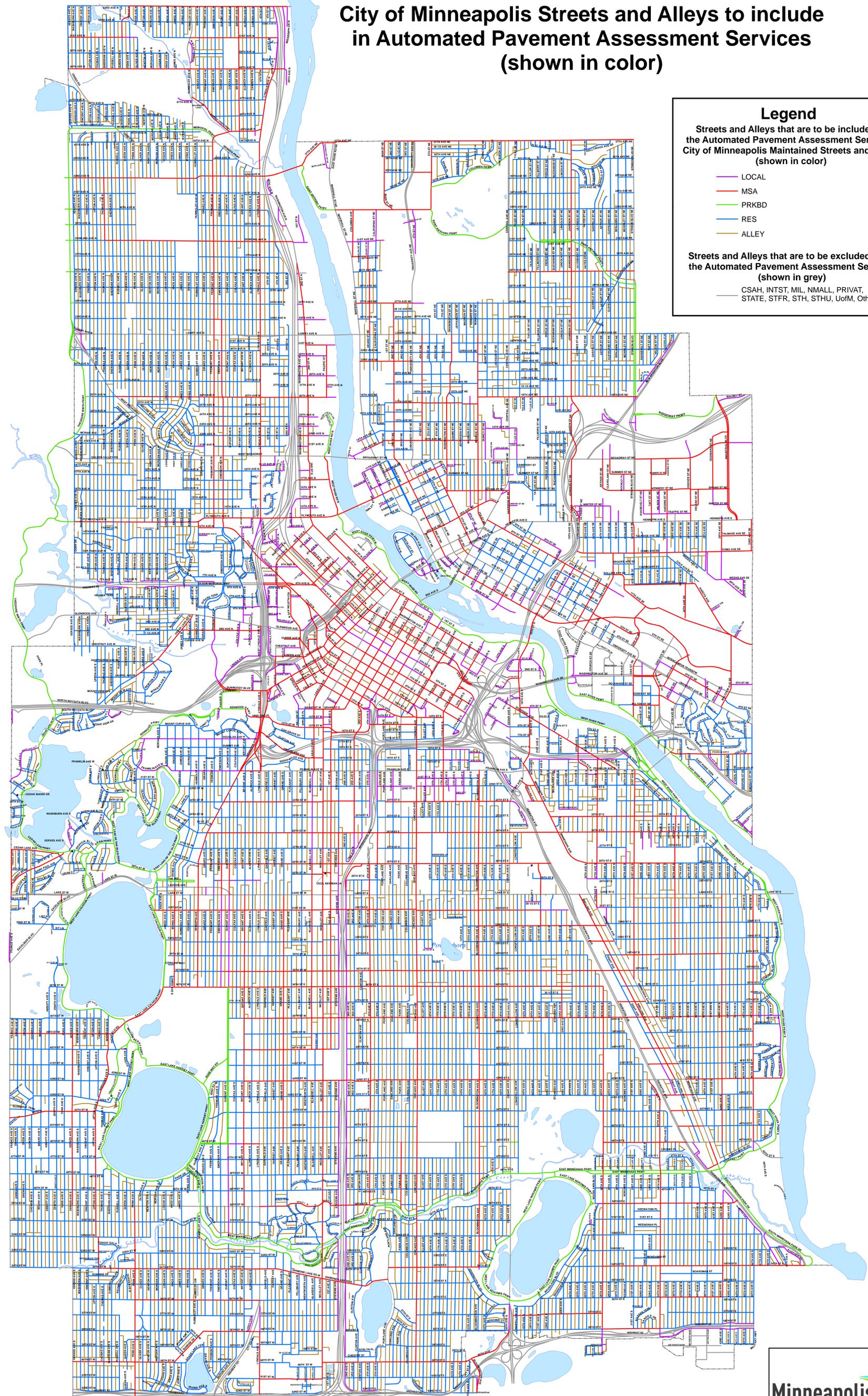
- a. MicroPAVER®.e65 database export file, and/or Street and Alley Access® databases, including network, branch, section, street on, street from, street to, length, width, year constructed, seal-coated, resurfaced, pavement type and other data.
- b. GIS street and alley centerline shape file/geodatabase information.
- c. Digital Orthophoto Data of Minneapolis.

ATTACHMENT C

AUTOMATED PAVEMENT ASSESSMENT SERVICES

ATTACHMENT C

City of Minneapolis Streets and Alleys to include in Automated Pavement Assessment Services (shown in color)



Legend

Streets and Alleys that are to be included in the Automated Pavement Assessment Services:
City of Minneapolis Maintained Streets and Alleys
(shown in color)

- LOCAL
- MSA
- PRKBD
- RES
- ALLEY

Streets and Alleys that are to be excluded from the Automated Pavement Assessment Services
(shown in grey)

- CSAH, INTST, MIL, NMALL, PRIVAT,
- STATE, STFR, STH, STHU, UofM, Other



3/31/2016