

Request for Proposals



City of Minneapolis
Public Works
Traffic and Parking Services
Impound Lot

Request for Proposals Vehicle Auction Services and Bulk Dealer Purchase

RFP 2016-39 Issue Date: Thursday, April 14, 2016

Proposals Due by: June 1, 2016 4:00PM

April 1, 2016

To whom it may concern:

Attached is a Request for Proposal for Public Vehicle Auction Services, Dealer Auction Services, Bulk Dealer Vehicle Purchase and Contractor Recommended Program.

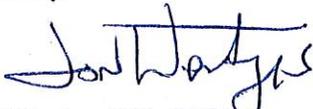
These services are needed for the Minneapolis Impound Lot located at 51 Colfax Avenue North Minneapolis, MN 55405. The Impound Lot is part of the Public Works Traffic and Parking Services Division.

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 June 1, 2016. A pre-proposal conference will be held at 9:00AM on April 28, 2016, at Hawthorne Transportation Center, 33 North 9th Street, Minneapolis, MN 55403.

Thank you for your consideration.

Sincerely,



Jon Wertjes, P.E., PTOE
Director of Traffic & Parking Services

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**REQUEST FOR PROPOSALS
FOR
AUCTION SERVICES AND BULK DEALER VEHICLE PURCHASE**

I. **INVITATION:** The City of Minneapolis Public Works, Traffic and Parking Services Division is soliciting proposals for Auction Services and Bulk Dealer Vehicle Purchase of impounded vehicles and other miscellaneous items. In an effort to achieve the objectives stated below in Section II the City will consider various options. Proposed methods may include; On-line Auction services, Off-site Auction services, Bulk Dealer Vehicle Purchase, Contractor Recommended Program, or a combination of these methods. Qualified Contractors may submit a proposal for any or all services listed on Attachment B.

II. **OBJECTIVE: Objectives include, but are not limited to;**

- Reduction of Impound Lot daily inventory average to allow for reduction in land usage.
- “Speed to Market” reduction in the number of days between when a vehicle is available to be sold and when it is actually offered for sale, sold and removed from City property.
- Acceptable revenue return on vehicles to offset administrative and operational cost.

During 2015, approximately 2,726 dealer vehicles and 634 public vehicles were auctioned at the City of Minneapolis Impound Lot. During 2014, approximately 2,439 dealer vehicles and 585 public vehicles were auctioned at the City of Minneapolis Impound Lot.

III. **PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held at **9:00AM. (Minneapolis Time), April 28, 2016** at the Hawthorne Transportation Center, 33 North 9th Street Minneapolis, MN 55403. All potential Contractors are encouraged to attend this conference.

IV. **PROPOSAL DUE DATE and LOCATION:** The Contractor shall submit **Ten (10) copies** of their proposals to the City of Minneapolis Procurement Office, labeled:

City of Minneapolis - Procurement
Request for Proposals for:
Vehicle Auction Services and Bulk Dealer Vehicle Purchase
330 2nd Avenue South, Suite 552
Minneapolis, MN 55401

The submittal shall be made at or before **4:00 P.M. (Minneapolis Time), June 1, 2016**

NOTE: Late Proposals may not be accepted.

V. **PROPOSAL FORMAT:** The Contractor shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified in Section VI – “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 Contractor'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 and deliverables. Multiple proposals will be accepted for each operational method. If submitting multiple proposals please identify them as such. Scope of services should identify key operational efficiencies that will be realized through your operational methods. **Please see Attachment B** of this RFP for requirements of each method.
3. Experience and Capacity - Describe background and related experience demonstrating ability to provide required services. Indicate if company expansion is required to provide service.
4. References - List references from contracts similar in size and scope.
5. Personnel Listing - Show involved individuals with resumes and specific applicable experience. Sub-Contractors 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.
7. Company Financial Information [Proof of financial responsibility, any bankruptcy filings by the Contractor, its principles and officers during the previous seven years].
8. Grant-funded Services - Include a copy of the most recent audit report and management letter if vendor receives over \$50,000 in City contracts annually and if vendor is not an individual proprietor.

VI. **EVALUATION OF PROPOSALS – SELECTION OF CONTRACTOR:** Proposals will be reviewed by an Evaluation Panel made up of representatives of the City of Minneapolis, Department of Traffic and Parking Services and other City staff assistance as they might require. The Evaluation Panel will select a "short list" of qualified Contractors who will be formally interviewed as part of the final selection, as deemed necessary by the City. Evaluations will be based on the following:

- A. Quality, thoroughness, and clarity of proposal.
- B. Qualifications and experience of staff (includes a review of references).
- C. How well the Scope of Services offered meets department objectives.
- D. 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.
- E. Organization and management approach and involvement for a successful project.
- F. Small & Underutilized Business participation.
- G. Cost of services proposed.
- H. Insurance coverage as defined for the services.
- I. Detail and quantity of administration service provided

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

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

1. Discussion of the Contractor’s approach to providing services for this Project based upon the Scope of Services described herein.
2. Overview of the Contractor’s experience as related to the Scope of Services, including qualifications and experience of assigned staff.
3. Discussion of the Contractors approach to meeting objectives for this Project based upon the Scope of Services described herein.
4. Questions from the Evaluation Panel

The Evaluation Panel will schedule and arrange for the presentations.

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

RFP Release	April 14, 2016
Pre-Proposal Conference	April 28, 2016
Site Visit	May 5, 2016
Questions on RFP Due by	May 12 2016
Responses to Questions posted by	May 19, 2016
Proposals due by	4:00 PM on June 1, 2016
Estimated Contractor selection	June 23, 2018
Estimated services start date	August 1, 2016
Estimated services end date	July 31, 2018

VIII. CONTRACT: The contracting parties will be the City of Minneapolis and the Contractor(s) 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 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 two (2) additional years.

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

Contract Manager: James Sullivan,
 Traffic and Parking Services, Transportation, Towing & Impounding
 51 Colfax Avenue North
 Minneapolis, MN 55405
 Email james.sullivan@minneapolismn.gov

1. All questions are due no later than 4:00PM (**Minneapolis Time**), **May 12, 2016**
2. Responses to the Questions will be posted by May 19, 2016 on City's RFP website at:
<http://www.minneapolismn.gov/finance/procurement/rfp>
3. 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.

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

XI. **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>

XII. **SITE VISITS:** Site Visit is scheduled for May 5, 2016. Contractor's may visit the Minneapolis Impound Lot site on May 5, 2016 in reference to the services to be provided, but are prohibited from interviewing City staff or other visitors in any effort to obtain information relating to this RFP. All requests for clarification should be submitted in writing as outlined in this RFP. Failure to follow this prohibition could result in the rejection of the proposal.

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 Contractors to meet. The Contractor agrees to be bound by these requirements unless otherwise noted in the Proposal. The Contractor may suggest alternative language to any section at the time it submits its response to this RFP. Some negotiation is possible to accommodate the Contractor'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 Contractor 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 Contractor. Among the federal, state and city statutes and ordinances to which the Contractor 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 Contractor 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 Contractor 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 Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor 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 Contractor'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 Contractor shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions, or the Contractor will assume full liability of the subcontractors.

The Contractor 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) **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 Contractor, 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 Contractor 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 Contractor's insurance coverage, arising directly from any negligent act or omission of the Contractor, its employees, agents, by any sub-contractor or sub-Contractor, and by any employees of the sub-contractors and sub-Contractors of the Contractor, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Contractor to perform, in any respect, any of its obligations under this Contract.

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

6. Assignment or Transfer of Interest

The Contractor 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 Contractor shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

7. General Compliance

The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor and shall inform the Contractor 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 Contractor

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 Contractor shall at all times remain an independent Contractor with respect to the work and/or services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in

the performance of any work or services required by Contractor under this Contract shall be considered employees or subcontractors of the Contractor 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 Contractor.

11. Accounting Standards

The Contractor 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 Contractor 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 Contractor 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 Contractor and any of the Contractor's sub-Contractors 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 Contractor 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 Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor'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 Contractor(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 Contractor 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 Contractor 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 Contractor 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 Contractor.

17. Conflict and Priority

In the event that a conflict is found between provisions in this Contract, the Contractor'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 Contractor is allowable and approved for this Contract, then Contractor travel expenses shall be reimbursed in accordance with the City’s [Contractor 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 Contractor are required to comply with the City’s Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Contractor to avoid any situation that may give rise to a “conflict of interest.” A “conflict of interest” will arise if Contractor represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Contractor, the City’s Code of Ethics will also apply to the Contractor in its role as an “interested person” since Contractor 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 Contractor 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 Contractor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Contractor, the City shall pay Contractor 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 Contractor under this Contract shall, at the option of the City, become the property of the City, and the Contractor 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 Contractor 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 Contractor. The City may, in such event, withhold payments due to the Contractor 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 Contractor, from asserting any other right or remedy allowed by law, equity, or by statute. The Contractor has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Contractor.

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 Contractor.

23. Intellectual Property

Neither the City nor the Contractor anticipate that the services to be provided by the Contractor will result in any intellectual property rights. Should the parties develop any intellectual property capable of being licensed to third parties, then the City and Contractor will negotiate ownership of or the right to patent and license any process or procedure they develop as a result of the Contract.

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 Contractor 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 Contractor’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 Contractor (or any subcontractor of sub-Contractor of the Contractor) to the City.

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract with the Contractor and any of Contractor’s subcontractors or sub-Contractors 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 Contractor shall provide bulk extracts that meet the public release criteria for use in and within an open data solution. The Contractor 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. Cardholder Data and Security Standards

Should the Contractor collect revenue on behalf of the City through the acceptance of credit cards offered by cardholders to pay for services offered under the terms of this Contract, then Contractor represents and acknowledges that the Contractor will comply with Payment Card Industry (PCI) regulatory standards including the Data Security Standards (DSS). Contractor represents that it will protect cardholder data. Contractor will be annually certified as a PCI compliant service provider and agrees to provide evidence of said certification to the City upon request. Contractor agrees at reasonable times to provide to the City or to its assigns, the audit rights contained herein for all physical locations, systems or networks that process credit cards on behalf of the City. Contractor also agrees to provide written notice to the City of any breach of a system owned, operated or maintained by the Contractor that contains cardholder data or information.

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

If the Contractor's services include the storage of City data using a cloud based solution, then the Contractor agrees to secure the data as though it were "private data" as defined in Minnesota Statutes, Chapter 13. The Contractor 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 Contractor agrees to provide a .pdf copy to the City's Contract Manager, upon the Contractor's receipt of the audit results.

28. 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 SUBP goals on this RFP. However, if there are subcontracting opportunities later identified, Contractor shall inform the Contract Manager to obtain authorization as stated under the section titled "Subcontracting" of the Terms and Conditions. Contractor 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://mnucep.metc.state.mn.us/> or contact contractcompliance@minneapolismn.gov.

ATTACHMENT B

SCOPE OF SERVICES

The City of Minneapolis Public Works, Traffic and Parking Services Division is soliciting proposals for Auction Services and Bulk Dealer Vehicle Purchase of impounded vehicles and other miscellaneous items. The City's primary objectives are reduction in land usage, Speed to Market and acceptable revenue return. In an effort to achieve these objectives the City will consider various options. Proposed methods may include; On-line Auction services; Off-site Auction services; Bulk Dealer Vehicle Purchase, Contractor Recommended Program or a combination of these methods.

City of Minneapolis divides vehicles into two (2) categories; Public and Dealer; Dealer vehicles may also be referred to as salvage, scrap or junk vehicles. Public vehicles are vehicles that may be offered for sale to general public. Dealer vehicles are vehicles that can only be offered for sale to licensed scrap dealers. See Attachment C for Junk/Scrap Vehicle Requirements.

During 2015, approximately 2,726 junk vehicles and 634 public vehicles were auctioned at the City of Minneapolis Impound Lot. During 2014, approximately 2,439 junk vehicles and 585 public vehicles were auctioned at the City of Minneapolis Impound Lot.

Contractor may submit proposals for any or all of the services listed below as;
Scope Section I, Scope Section II, Scope Section III, Scope Section IV

Scope Section I

Scope for On-line Auction Services

This service shall include the following:

- 1) The Contractor shall provide an internet accessible web service for customers to login to a specialized auction web site which allows for the ability to enter a bid for property, and viewing images and descriptions.
- 2) This service must allow for a secure online payment method for the auctioned property.
- 3) Contractor must provide to the City customer service and support within 24 hours of notification of repair needs or service delivery problems.
- 4) The Contractor shall provide, at City request, training classes for City staff on proper usage of the online auction process.
- 5) The Contractor must list a disclaimer and sale rules supplied by the City of Minneapolis for each vehicle offered for sale.
- 6) The Contractor must adhere to Sale of Junk/Scrap Vehicle Requirements for any Dealer vehicles sold, see Attachment C

- 7) The Contractor must maintain documentation on the vehicles sold and the amount it was sold for, for a period of 1 year online and 7 years on file.
- 8) Items to be auctioned include vehicles and other miscellaneous items.

Scope Section II

Scope for Off-Site Auction Services

This service shall include the following:

- 1) The Contractor shall provide off-site auction service at an approved Contractor location. The Off-site auction service may also be combined with an on-line bidding component.
- 2) The Contractor shall provide transport of vehicles from City of Minneapolis Impound lot, 51 Colfax Avenue North Minneapolis, MN 55405 to Contractors auction site.
- 3) This service must allow for a secure online and in-person payment method for the auctioned property.
- 4) Contractor must provide to the City customer service and support, to resolve service deliver or system issues, within 24 hours of notification of repair needs or service delivery problems.
- 5) The Contractor must list a disclaimer and sale rules supplied by the City of Minneapolis for each vehicle offered for sale. The City of Minneapolis expects the Contractor to submit a draft document to be finalized by the City of Minneapolis.
- 6) The Contractor must adhere to Sale of Junk/Scrap Vehicle Requirements for any Dealer vehicles sold, see Attachment C.
- 7) The Contractor must maintain documentation on the vehicles sold and the amount it was sold for, for a period of 1 year online and 7 years on file.
- 8) Items to be auctioned include vehicles and other miscellaneous items.

Scope Section III

Scope for Bulk Dealer Purchase

This service shall include the following:

- 1) The Contractor shall provide a set unit price for the purchase of all junk vehicles offered for sale to the Contractor. Contractor may provide Tiered Pricing structure. Tiers may be based on independent pricing guide, weight, or a uniform pricing guide recommended by Contractor, not to exceed three (3) tiers.
- 2) Selected Contractor shall accept and purchase all Dealer vehicles that the City offers to the Contractor for sale.
- 3) Upon purchase the Contractor is responsible for transporting vehicles from City of Minneapolis Impound lot; 51 Colfax Avenue North Minneapolis, MN 55405. Payment must be made at time of pick up or prior.
- 4) The Contractor must be able to purchase and transport a minimum of 65 vehicles per week.
- 5) The Contractor must pick up vehicles within 2 days of notification.
- 6) Contractor must be able to transport vehicles a minimum of 2 days per week.
- 7) The Contractor must adhere to Sale of Junk/Scrap Vehicle Requirements for any Dealer vehicles sold, see Attachment C
- 8) Contractor must hold either a valid Minnesota Scrap Metal Processor License or Minnesota Used Vehicle Parts License.
- 9) Businesses located in the City of Minneapolis must also possess and maintain a valid Minneapolis Used Vehicle Parts Dealer License.
- 10) Contractor must scrap, wreck, junk or salvage vehicles. Contractor must agree to not offer for resale any vehicles purchased as scrap, except for component parts salvaged therefrom.

Scope Section IV

Scope for Contractor Recommended Program

This service shall include the following:

- 1) The Contractor may provide a proposal for the sale of vehicles that is unique to, or a hybrid of, the service options referenced Scope Section(s) I, II and III of this RFP.

ATTACHMENT C

Junk/Scrap Vehicle Requirements

Pursuant to requirements established by the State of Minnesota, see Minnesota Statutes, Section 168.27, bidders at Junk Auctions are required to hold either a valid Minnesota Scrap Metal Processor or Used Vehicle Parts License in order to participate in Dealer Auctions.

All such bidders must present their state-issued license and sign a revised affidavit prior to bidding.

Businesses located in the City of Minneapolis must additionally possess and maintain a valid Minneapolis Used Motor Vehicle License.

Purchasers of Dealer Auction vehicles must sign an affidavit agreeing to scrap, wreck, junk or salvage purchased vehicle and dispose of the remains in accordance with all applicable Local, State, or Federal Laws and Rules, and in compliance with Minnesota Statutes Section 168.27 and Section 168.151.