

Request for Proposals



Adult Detention Center (ADC) Traction Elevator Upgrade Design
Issued April 11, 2022

Proposals Due by: May 9, 2022 at 3:00pm CST



Municipal Building Commission

Room 105 • 350 South Fifth Street • Minneapolis, MN 55415 Phone (612) 596-9512 • Fax (612) 596-9561
www.municipalbuildingcommission.org

April 11, 2022

To whom it may concern:

Attached is a Request for Proposal for ADC Traction Elevator Upgrade Design. These services are needed for the Minneapolis City Hall/Hennepin County Courthouse facility located at 350 South Fifth Street. The intent is to have a comprehensive service contract for the services described in the Scope of Services. If your firm meets the qualifications and is available, please consider submitting a proposal for providing these services. Please review the RFP for details.

Proposals are due by **3:00 PM CST on May 9, 2022**. A pre-proposal conference will be held at **virtually on April 15, 2022, at 11:30 AM CST**.

Thank you for your consideration.

Sincerely,

Erin Delaney, Director
Municipal Building Commission

Table of Contents

RFP General Information	Page
I. Invitation.....	4
II. Pre-Proposal Conference	4
III. Proposal Due-Date and Location.....	4
IV. Proposal Format	4
V. Evaluation of Proposals – Contractor Selection	5
VI. Schedule.....	5
VII. Contract.....	6
VIII. Department Contact/Request for clarification	6
IX. Rejection of Proposals	6
X. Addenda to the RFP.....	6
XI. Site Visits.....	6
 Attachment A - Terms and Conditions	 7
Attachment B – Scope of Services.....	14
Attachment C – Proposal Pricing Form.....	20

**REQUEST FOR PROPOSALS
FOR
Minneapolis City Hall/Hennepin County Courthouse
ADC Traction Elevator Upgrade Design**

- I. INVITATION:** It is the intention of the Municipal Building Commission to solicit proposals for ADC traction elevator upgrade design

The Municipal Building Commission (hereinafter referred to as the MBC) makes this Request for Proposals (hereinafter referred to as the RFP) in order to select a qualified vendor (hereinafter referred to as the Contractor) for providing related 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 Contractor, MBC, and other parties involved in the Project.

- II. PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held at **11:30 PM CST , on April 15, 2022** via Microsoft Teams

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 612-263-6117,,306597408#](#) United States, Minneapolis

Phone Conference ID: 306 597 408#

[Find a local number](#) | [Reset PIN](#)

- III. PROPOSAL DUE DATE and LOCATION:** The Contractor must submit one (1) electronic copy of their proposals to: brian.cihacek@municipalbuilding.org

Emails with attached proposals must have the following subject line, “Proposal for ADC Traction Elevator Upgrade Design.”

Proposals must be in .pdf/a file format

The submittal must be made at or before **3:00 P.M. CST, May 9 2022**

NOTE: Late Proposals will not be accepted.

- IV. 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 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. Pages limits are using single spacing, 12 point font.

1. Executive Summary (not to exceed 1 page) The Executive Summary should include a short introduction to the firm, the proposed staff and a clear summary of the Contractor’s understanding of the scope of work.
2. Scope of Services - Describe how details will performed with specific attention on the responsibilities from the scope of service and deliverables.

3. Experience and Capacity – Summarize firm capacity to provide required services as described in the scope of services. Copies of firm certification as required in scope of services should be included. Proposals should indicate if company expansion is required to provide services
4. References (Not to exceed 1 page): Provide at least three (3) references from contracts similar in size and scope. Reference should include a firm name, a point of contact name, a point of contact email, a point of contact phone number, and short description (1 paragraph) description of the work performed to include either a size of facility, size of system or contract amount.
5. Personnel Listing – Provide resumes of individual who will be directly involved with providing services under the contract to include any subcontractors. Resumes should reflect experience applicable to the services required under the scope of services. Each resume should be no more than 2 pages. Copies of relevant certifications as per the scope of services should be included and do not count to page limits.
6. Cost/Fees (1 page; template provided). Costs should represent a full costing method. Changes in prices from year to year should represent any price changes; no additional changes will be approved on an annual basis. Any overhead items such as parking should be included in the rates provided.

In addition to the non-allowable costs found in 2 CFR 200.420, the following is also a non-allowable cost:

- Travel time to work site.

V. EVALUATION OF PROPOSALS – SELECTION OF VENDOR: Proposals will be reviewed by an Evaluation Panel made up of representatives of the MBC and other subject matter experts as they might require. The Evaluation Panel may select a "short list" of qualified Contractors who will be formally interviewed as part of the final selection, as deemed necessary by the MBC. Evaluations will be based on the required criteria listed in Section IV "PROPOSAL FORMAT", and the following:

- A. Quality, thoroughness, and clarity of proposal. Proposal should be free of spelling and grammatical errors
- B. Qualifications and experience of staff (includes a review of references).
- C. The degree submitted work plan or response fulfills the requirements the scope of services
- D. Price of services proposed.

Price is roughly equal to the other elements combined.

A formal presentation/interview may be requested of the "short list" Contractor/s. Specifically, the MBC 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.

If pursued, the Presentation/Interview of the "short listed" Contractor's may 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.

If a presentation/interview is request, the Municipal Building Commission will schedule and arrange for the presentations.

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

RFP Release	April 11, 2022
Pre-Proposal Conference	April 15, 2022
Questions on RFP Due by	April 21, 2022
Responses to Questions posted	April 27, 2022
Proposals due by	May 9, 2022
Estimated Contractor selection	May 27, 2022
Estimated services start date	June 6, 2022
Estimated services end date	December 30, 2023

VII. CONTRACT: The contracting parties will be the MBC and the Contractor 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 MBC to award a single contract for a term of twenty (20) months.

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

Contract Manager: Brian Cihacek
brian.cihack@municipalbuilding.org

All questions are due no later than 3:00pm CST on April 21, 2022. Responses to the Questions are anticipated being posted by 4:00pm CST, **April 27, 2022** at:
<http://municipalbuildingcommission.org/building-management/job-and-contracting-opportunities>

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 MBC reserves the right to reject any Contractor on the basis of the proposals submitted. The MBC reserves the right to reject all proposals or any Contractor on the basis of the proposal submitted.

X. ADDENDUM TO THE RFP: If any addendum is issued for this RFP it will be posted at:
<http://municipalbuildingcommission.org/building-management/job-and-contracting-opportunities>

The MBC reserves the right to cancel or amend the RFP at any time.

XI. SITE VISITS: Upon written request, Contractor's may visit the Minneapolis City Hall/Hennepin County Courthouse site in reference to the services to be provided, but are prohibited from interviewing MBC or 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:

MBC General Conditions for Professional Services

Contracts Over \$175,000

The General Conditions are terms and conditions that the Municipal Building Commission (“MBC”) 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 for up to three (3) of the numbered items at the time it submits its response to this RFP. Some negotiation is possible to accommodate the Consultant’s suggestions, but only if the consultant submits at the time of the proposal.

1. **MBC's Rights**

The MBC 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 of Minneapolis (“City”) prior to entering into a Contract.

3. **Insurance**

Insurance secured by the Consultant shall be issued by insurance companies acceptable to the MBC 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 MBC 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 MBC 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 subcontracting 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 MBC 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 MBC'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. **Indemnity and Hold Harmless**

Consultant shall defend, indemnify, and hold harmless MBC, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including attorney's fees, resulting directly or indirectly from any act or omission of Consultant, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of Consultant to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of Consultant personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of these provisions.

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 MBC and obtain the MBC's authorization to subcontract any work or services to be provided to the MBC 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 MBC.

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 MBC. The Consultant shall not subcontract any services under this Contract without prior written approval of the MBC 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 MBC will monitor the performance of the Consultant against goals and performance standards required herein. Substandard performance as determined by the MBC 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 MBC, Contract termination procedures will be initiated. All work submitted by Consultant shall be subject to the approval and acceptance by the MBC Department Contract Manager designated herein. The MBC 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**

The MBC may decline to contract with persons or entities that have defaulted under a previous contract or agreement with the City, Hennepin County, or MBC 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 MBC; 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 MBC any requests from third parties for information relating to this Contract. The MBC agrees to promptly respond to inquiries from the Consultant concerning data requests. The Consultant agrees to hold the MBC, 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 MBC. At that time, the names of the responders become public data. All other data is private or non-public

until the MBC 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 MBC 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 MBC 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.minneapolislivingwage.org/)” (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 MBC contract for services valued at \$100,000 or more or any MBC 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 MBC'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) (<http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>).

19. Billboard Advertising

As this contract has funds from City of Minneapolis, no funds will be used to pay for billboard advertising as a part of a City project or undertaking.

20. Conflict of Interest/Code of Ethics

As this contract has from the City of Minneapolis, both the MBC and the Consultant are required to comply with the City’s Code of Ethics. Chapter 15 of the Code of Ordinances requires MBC 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 MBC.

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 MBC may cancel this Contract for any reason without cause upon thirty (30) days' written notice. Both the MBC 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 MBC shall pay Consultant all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Consultant, the MBC shall pay Consultant all compensation earned prior to the date of termination minus any damages and costs incurred by the MBC 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 MBC, become the property of the MBC, 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 MBC for damages sustained by the MBC as a result of any breach of this Contract by the Consultant. The MBC 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 MBC is determined. The rights or remedies provided for herein shall not limit the MBC, 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 MBC 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 MBC upon the MBC's payment for and final approval of the final report or upon payment and request by the MBC at any time before then. The MBC 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 MBC to the Consultant will be the exclusive property of the MBC and will be surrendered to the MBC 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 MBC 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

As this contract has funds from the City of Minneapolis, 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. MBC Ownership and Use of Data

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

The MBC 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 MBC deems appropriate.

The MBC 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 MBC 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 MBC Data

If the Consultant’s services include the storage of MBC 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 MBC 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 MBC’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). Consultant must comply with the Small & Underutilized Business Program (SUBP), as detailed in Chapter 423 of the Minneapolis Code of Ordinances. The SUBP Ordinance applies to any contract for the provision of goods and services in excess of one hundred and seventy five thousand dollars (\$175,000). 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” in 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 Unified Certification Program (MnUCP), please visit <http://mnucp.metc.state.mn.us/> or contact contractcompliance@minneapolismn.gov.

28. Miscellaneous Provisions

1. **Successors and Assigns** – This Contract shall be binding upon and inure to the benefit of the successors and assigns of the MBC and of the Consultant.
2. **Severability** – If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Contract shall be construed and enforced as if such invalid or unenforceable provision had not been included.
3. **No Partnership or Joint Venture** – Neither the MBC nor the Consultant is an agent, partner, or joint venture of the other for any purpose or has any authority to bind the other.
4. **No Third-Party Beneficiaries** – This Contract does not create any third party beneficiary rights in any individual or entity that is not a party to this Contract.
5. **Waiver** – Failure to enforce any provision of this Contract does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this Contract at any time.
6. **Amendments** – This Contract may only be modified or changed by written amendment signed by authorized representatives of the MBC and the Consultant.
7. **Entirety of Contract** – This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.

ATTACHMENT B

SCOPE OF SERVICES

A. PROJECT DESCRIPTION

This project will upgrade and modernize the elevators 7 and 8 at the Minneapolis City Hall.

On February 18, 2016, The Municipal Building Commission (MBC) engaged Van Deusen and Associates to perform a comprehensive review of all elevators at the City Hall/Courthouse building to establish capital level upgrades that will be required over the next 20 years. In 2020, Van Deusen and Associates provided updated information for Cars 7 and 8. This information provided in the 2020 update plus the 2021 pre-design study completed by Miller Dunwiddie is the basis of this request. These reviews are available upon request; instructions of found in Section F of the scope of Services document

B. PROJECT BACKGROUND

Based upon this review, Cars 7 and 8 (ADC Elevators) need modernization and upgrades due to the age of the elevator equipment and control system obsolescence, as both have reached the end of their useful life and have reliability and code deficiencies. Any replacement of the existing drive and motor system requires that these units be removed for service and the equipment be repaired off site. These repairs would require extensive down time, which would significantly impact ADC circulation. The recommended replacement would be AC gearless machines that would allow for greater energy efficiency. Cab and hoist way LED lighting would also be incorporated to further reduce energy consumption related to these elevators. Finally, modernization of Cars 7 and 8 would bring both elevators up to current building code, elevator code, and ADA compliance requirements.

C. SCOPE OF SERVICES: The selected consultant will provide the following tasks

1. Recommendation Report:

Based on the attached Analysis Study complete a recommendation report which includes:

- 1.1 Recommendations, for modernizations of elevators, cabs, controls, derives and electrical system components.
- 1.2 Compliance with accessibility standards and codes requirements.
- 1.3 Control System, evaluate service levels, maintenance and operation and make recommendations.
- 1.4 Recommendations on the potential electrical, mechanical, and structural work required.
- 1.5 Recommendations on project schedule and phase implementations.
- 1.6 Cost estimates for each options proposed.

2. Construction Documents & Bidding Assistance:

Complete drawings & specifications for competitive bidding of all trades included in the proposed recommendations/modifications presented in C 1 above.

- 2.1 The completion of these documents may require the work of other consultants (Elevator consultant, Mechanical, Electrical, Structural etc.) under contract to the Architectural / Prime Consultant.
- 2.2 Prepare construction estimates and bidding process assistance.
- 2.3 Bid review and recommendations in awarding contracts.

3. Construction Administration:

Provide Post Bidding Services during construction including the following:

- 3.1 Review Elevator Contractor's submittal for compliance with the Construction Documents.
- 3.2 Contract administration, pay application review, scheduling, project meeting and resolving issues.
- 3.3 Conduct site review and determine that work proceeding in accordance with the construction documents and design information provided.
- 3.4 Installation reviews for equipment and performance compliance in accordance with the design information provided.
- 3.5 Close out, final modernization report to verify that the equipment is operating in accordance with specified performance criteria.
- 3.6 Prepare an after installation continuing preventive maintenance program.

Required Consultant Team (including but not limited to):

- List types of consultants that should be in the design team

D. SCHEDULE

To be jointly determined by the selected consultant in coordination with the MBC Team, documentation of existing services is expected to commence immediately following consultant selection and contract execution.

The MBC's anticipated schedule for this project is as follows:

Phase	Duration	Begin	End
Schematic Design	10 weeks	June 6, 2022	August 14, 2022
Estimating	2 weeks	August 15, 2022	August 31, 2022
Construction Documents	1 months	September 1, 2022	September 30, 2022
Bid Process	3 months	October 3, 2022	December 30, 2022
Construction	9 months	January 16, 2023	September 1, 2023

E. BUDGET

The county board has approved a capital project for this effort with a total not to exceed project (design and construction) budget of \$2,800,000.00

F. SUPPORTING DOCUMENTS

- Pre-design Study Report: This document is available upon written request to the designated department contact named in Section 9.
- A cost template that should be included in your proposal has been added as a separate document to the website.