

EXHIBIT A

(CITY OF STAMFORD REQUEST FOR PROPOSALS NO. 678)

**MAYOR
DAVID R. MARTIN**



**PURCHASING AGENT
BEVERLY A. AVENI
Phone: (203) 977-4107
FAX: (203) 977-5253
Email: baveni@stamfordct.gov**

**CITY OF STAMFORD
OFFICE OF ADMINISTRATION
888 WASHINGTON BOULEVARD
STAMFORD, CT 06901-2152**

**REQUEST FOR PROPOSALS No. 678
PAVEMENT MANAGEMENT PLAN**

PROPOSALS DUE:

APRIL 30, 2015 @ 4:00 P.M.

SUBMIT TO:

**CITY OF STAMFORD
888 WASHINGTON BOULEVARD
STAMFORD, CT 06904-2152**

ATTENTION:

**BEVERLY A. AVENI
AT (203) 977-4107 OR
baveni@stamfordct.gov**

NUMBER OF COPIES REQUIRED:

**ONE ORIGINAL AND SIX (6)
COPIES, ALONG WITH TWO (2)
ELECTRONIC VERSIONS
(CD ROM OR USB DRIVE)**

**Date Issued: (3/31/15)
(REV: 12-2-13)**



CITY OF STAMFORD, CONNECTICUT

NOTE

EFFECTIVE JANUARY 2, 2009 THE PURCHASING DEPARTMENT IS REQUESTING THAT YOU IDENTIFY CLEARLY, WITH A 'TAB/STICKER', YOUR FEE PROPOSAL SHEET(S), AS WELL AS YOUR BID BOND PAGES, (IF APPLICABLE).

Effective: 1/2/09



CITY OF STAMFORD, CONNECTICUT

IMPORTANT

Caution : The competitive bid/proposal process requires that the City of Stamford provide all competitors with equal and timely access to information. To enhance our capabilities, the Purchasing Department is providing bid information over the Internet. You may use this application provided you agree with the following understandings:

1. The City cannot guarantee that the equipment involved in this technology will be available to provide information or receive transmittals. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HAVE CURRENT INFORMATION AND THAT QUOTATIONS ARE RECEIVED AT THE DESIGNATED LOCATION, COMPLETE AND ON TIME.
2. The City is not responsible for the confidentiality of information transmitted over the Internet.
3. The City makes no guarantee as to the completeness or accuracy of downloaded "Request for Bid", "Request for Proposal" or "Request for Qualification".
4. Bids/Proposals must be received in hard copy in the Purchasing Department by the due date and time in order to be considered. Please be advised that the Purchasing Department does not accept bids or proposals by email or fax. More Information: (203) 977-4108, (203) 977-4107 or (203) 977-4994.

Non-Collusion Certification – RFP/RFO

By submission of this Proposal, each Proposer or person signing on behalf of the Proposer, certifies that to the best of his/her knowledge and belief:

- 1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with a competitor for the purpose of restricting competition.**

- 2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.**

- 3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.**

EFFECTIVE: 12/8/05

**MAYOR
DAVID R. MARTIN**



**CITY OF STAMFORD
OFFICE OF POLICY & MANAGEMENT
838 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CONNECTICUT 06904-2152
(Rev. 12/2/13)**

**PURCHASING AGENT
BEVERLY A. AVENI
Phone: (203) 977-4107
FAX: (203) 977-5283
Email: beveni@ci.stamford.ct.us**

EQUAL EMPLOYMENT OPPORTUNITY

1. Notification to Bidders

The contract awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes.

The City of Stamford aggressively solicits the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials. "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: (1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans; (2) Hispanic Americans; (3) persons who have origins in the Iberian Peninsula; (4) Women; (5) Asian Pacific Americans and Pacific Islanders; and (6) American Indians. An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The City will consider the following factors when reviewing the Bidder's/Proposer's qualifications:

- (a) success in implementing an affirmative action plan;
- (b) where applicable, success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) a promise to develop and implement a successful affirmative action plan;
- (d) submission of employment statistics contained in the Connecticut Commission on Human Rights and Opportunities ("CCHRO") "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and

- (e) a promise to set aside a portion of the contract for legitimate minority business enterprises.

2. Non-Discrimination

- (a) The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. If the contract is for a public works project, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and supplies of materials on such project. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
- (b) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the CCHRO;
- (c) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (d) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, and with each regulation or relevant order issued by said CCHRO;

(e) the contractor agrees to provide the City with such information requested by the City, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

3. Subcontractors

The contractor shall include the provisions of subsection (2) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the City and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CCHRO. The contractor shall take such action with respect to any such subcontract or purchase order as the City may direct as a means of enforcing such provisions.

The contractor agrees to comply with the CCHRO's requirements as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

**MAYOR
DAVID R. MARTIN**



**PURCHASING AGENT
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**CITY OF STAMFORD
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888 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CONNECTICUT 06904-2152
(Rev. 12/2/13)**

GIFTS: During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

3. TIME OF COMMENCEMENT AND COMPLETION OF WORK. The Contractor shall commence the work hereunder upon the execution of this Agreement by both parties and shall complete said work in a timely, efficient, and diligent manner. It is agreed and understood that time is of the essence, and that if the Contractor fails to perform the work within the period allowed, the City shall have the right to terminate this Agreement and/or pursue appropriate legal recourse for the Contractor's breach of this Agreement.

4. REVIEW OF WORK. The Contractor will permit the City, its officers, agents, and employees, to review, at any time, all work performed under the terms of this Agreement at any stage of the work.

5. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and, if requested, shall defend them against any loss, cost, damage, injury, liability, and claim for injury to or death of a person, including employees of the Contractor or loss of or damage to property, resulting directly or indirectly from the Contractor's performance of this Agreement, or by any omission to perform some duty imposed by law or agreement upon the Contractor, its officers, agents and employees. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, Contractors and experts, and related costs and the City's cost of investigating any claims against it.

In addition to the Contractor's obligation to indemnify the City, the Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to the Contractor by the City and continues at all times thereafter.

The Contractor shall indemnify and hold the City, its officers, agents and employees, harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses arising out of the Contractor's performance of this Agreement.

6. ASSIGNMENT. The Contractor shall not assign, sub-contract, or transfer any portion of the work set forth herein without the prior written approval of the City.

7. BOOKS AND RECORDS. The Contractor shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of Agreement, settlement of claims, or any other matter pertaining to the Contractor's demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement.

8. INSURANCE. The Contractor shall provide and pay for such insurance as is set forth in Exhibit A - Insurance Requirements of the City of Stamford, attached hereto as Exhibit A and made a part hereof.

9. REPRESENTATION. The Contractor represents that it is an expert in relation to the work to be performed under this Agreement. The Contractor further represents that it has the requisite skill, expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work and the City relies upon said representation in executing this Agreement.

10. INTERPRETATION. The parties agree that in the event of any ambiguity between the terms of this Agreement, the City's Request for Proposal (Exhibit A), and the Contractor's Proposal (Exhibit B), the City in its sole discretion shall determine the terms and/or the documents which shall prevail and take precedence.

11. NON-APPROPRIATION. Contractor acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Representatives of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Contractor.

12. SUBCONTRACTING. The Contractor is prohibited from subcontracting this Agreement or any part of it unless the City first approves such subcontracting in writing and approves, in writing, the specific subcontractors proposed to be used by the Contractor. An agreement made in

violation of this provision shall confer no rights on any party and shall be null and void.

In addition to the foregoing, pursuant to Section 103.4 of the Code, the Contractor agrees to supply the City with the names and addresses of all subcontractors to be used for any subcontract which shall be in an amount in excess of Ten Thousand Dollars (\$10,000.00). Said information shall be supplied at the time such contracts are executed.

13. CONTRACT EXTRAS. Pursuant to Section 23-18.4C of the Code, it is specifically understood and agreed by the Contractor that all contract extras regarding this contract shall be governed by the City Charter and/or the Code. The City shall not be liable for payment of any additional costs unless the provisions of the City Charter and/or the Code are fully complied with. The provisions of the City Code can be found at www.municode.com

14. COMPLIANCE WITH CITY CODE PROVISIONS. The Contractor shall fully comply with the requirements of Sections 103-1 through 103-7 of the Code. Failure to so comply shall constitute a material breach of the terms of this Agreement, for which the City may unilaterally terminate the Agreement upon written notice to the Contractor. The provisions of the City Code can be found at www.municode.com

15. TERMINATION. A. **TERMINATION FOR CAUSE.** If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor and/or its subcontractors under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials to the effective date of termination.

The term "cause" includes, without limitation the following:

- 1) If the Contractor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete.
- 2) If the Contractor fails to perform to the City's satisfaction any material requirement of the Agreement, or is in violation of any specific provision thereof.
- 3) If the City reasonably determines satisfactory performance of the Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payment to the Contractor for the purposes of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

B. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement at any time the City determines that the purposes of the distribution of monies under the Agreement would no longer be served by completion of the Work/Project. The City shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of the City, become its property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Contractor pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of the Agreement.

16. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of Connecticut.

17. GIFTS: During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

CITY OF STAMFORD

Peter Privitera
Purchasing Agent

Date: _____

By _____
David R. Martin
Mayor

Date: _____

THE CONTRACTOR

Witness

By _____
Date: _____

Approved as to Form:

Approved as to Insurance:

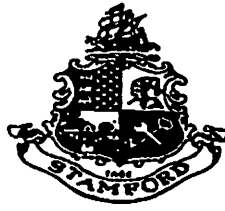
B. Rosenberg
Asst. Corp. Counsel

Date: _____

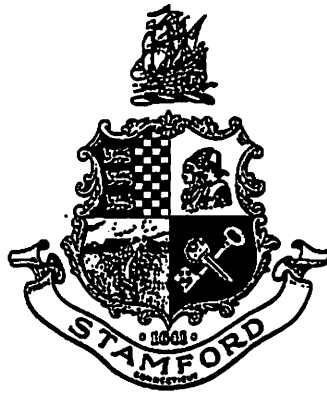
A. M. Mones
Risk Manager

Date: _____

REVISED: 12/2/13



THE CITY OF STAMFORD
REQUEST FOR PROPOSALS
FOR
RFP No. 678
PAVEMENT MANAGEMENT PLAN



CITY OF STAMFORD
REQUEST FOR PROPOSALS
PAVEMENT MANAGEMENT PLAN

1.0 GENERAL INFORMATION

2.0 PROJECT SCOPE

3.0 PROPOSAL INSTRUCTIONS

4.0 PROPOSAL EVALUATION

1.0 GENERAL INFORMATION

1.1 INTRODUCTION

This Request for Proposals (RFP) was prepared to solicit proposals from qualified consulting firms to implement a pavement management system on a portion of the City of Stamford street network, including data collection, analysis, reporting and training. The City goal is to have a pavement management system that will provide a cost effective rehabilitation, budgeting and planning tool for the City's street system. Services will include:

- Supply and implementation of a pavement management system with GIS integration.
- Automated pavement surface condition and distress data collection, complete with digital images and GPS coordinate information.
- Dynaflect-based multi-sensor deflection survey.
- System configuration, training and one (1) year support.
- Five (5) year budget and rehabilitation plan development.
- Software training and provision of consulting services.

It is the goal of the City to contract with a single consulting firm for the supply of the pavement management system and data collection services. The pavement management system and GIS integration are to be operated and maintained by City personnel after the implementation.

1.2 ISSUING OFFICE

This RFP is being issued by the Purchasing Department of the City of Stamford on behalf of the Office of Operations Engineering Bureau. The issuing officer is the Purchasing Agent or her designee.

1.3 INQUIRIES

All technical inquiries regarding this RFP must be in writing and must be addressed to:

Anthony Carolluzzi
Engineering Bureau, Office of Operations
City of Stamford
888 Washington Boulevard
Stamford, Connecticut 06901
FAX 203-977-4137
acarolluzzi@stamfordct.gov

The deadline for submitting questions related to this RFP is **Thursday, April 16, 2015, at 4:00 p.m.** The City's Engineering Bureau will respond in writing to all written inquiries through the Purchasing Department in the form of Addenda.

1.4 INCURRING COST

The City of Stamford will not be held responsible for any costs incurred by the proposer for work performed in preparation and production of a proposal or for any work performed prior to the issuance of a contract.

1.5 REJECTION OF PROPOSALS

The City of Stamford reserves the right to refuse for any reason deemed to be in the City's best interest any and/or all proposals submitted under this RFP.

This RFP is not an offer to contract. Acceptance of a proposal neither commits the City of Stamford to award a contract with any firm, even if all requirements in this RFP are met, nor limits its rights to negotiate in the best interest of the City of Stamford. The City of Stamford reserves the right to contract with any firm for any reason.

1.6 ADDENDA TO RFP

Amendments to this RFP may be necessary prior to the closing date and will be furnished on the City of Stamford Purchasing Department's website. Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the proposal not being considered.

1.7 SUBMISSION OF PROPOSALS

Each proposer must submit one (1) original and six (6) copies, along with two (2) electronic versions (either CD ROM or USB Drive) of the proposal in a sealed envelope bearing on the outside the name of the firm, full address, name of the project for which the proposal is submitted and the date and time the proposal is due to:

Beverly Aveni
Purchasing Agent
City of Stamford
Purchasing Department
888 Washington Boulevard
Stamford, CT 06901
Attn: Pavement Management Plan

These proposals must be received by the City no later than **Thursday, April 30, 2015, at 4:00 p.m.** Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer. Neither faxed nor emailed RFP responses will be accepted as qualified RFP submission.

1.8 PROPRIETARY INFORMATION

The City of Stamford will not disclose any portion of the proposals except to members of the proposal evaluation team prior to contract award. The City of Stamford retains the right to disclose the name of the successful proposer, the financial considerations, and any other information in the proposal that is pertinent to the selection of the proposer.

1.9 INDEPENDENT PROJECT COST DETERMINATION AND GRATUITIES

By submission of a proposal the proposer certifies that in connection with its procurement:

The financial data in this offer has been arrived at independently, without consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other proposer or competitor.

The financial data quoted in this offer will not change for a period of one hundred twenty (120) days after the receipt date at the City of Stamford of this offer.

Unless otherwise required by law, the financial data which has been quoted in this offer have not been knowingly disclosed by proposer and will not knowingly be disclosed by the proposer prior to award, directly or indirectly to any other proposer or to any competitor.

No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

No elected official or appointed official or employee of the City of Stamford shall benefit financially or materially from this contract.

1.10 PRIME PROPOSER RESPONSIBILITY

Proposers submitting responses to this RFP may utilize the services of sub-consultants or partners. If sub-consultants or partners are planned to be used, this should be clearly explained in the proposal. The prime proposer will be responsible for the entire contract performance whether or not a sub-contractor or partner is to perform. All corporate information required in this RFP must be included for each proposed sub-contractor or partner. The proposal must also include copies of any agreements to be executed between the prime proposer and any sub-contractors or

partners in the event of contract award. Under this RFP, the Office of Operations retains the right to approve all sub-consultants or partners.

1.11 AVAILABILITY OF FUNDS

The contract award under this RFP is contingent upon the availability of funds to the Office of Operations for this project. In the event that funds are not available for this project, any contract resulting from this RFP will become void and of no force and effect.

1.12 TERMINATION FOR DEFAULT OR FOR THE CONVENIENCE OF THE CONTRACTING AGENCY

Performance under any contract resulting from this RFP may be terminated by the City of Stamford whenever:

The proposer, in the sole opinion of the City, is in default in the performance of the contract and shall fail to correct such default within the period specified by the contracting officer in a notice specifying default; or, the contracting office shall determine that termination is in the best interest of the Office of Operations of the City of Stamford.

Termination will be effected by delivery to the proposer of a notice to terminate, stating the date upon which the termination becomes effective.

1.13 AMBIGUITY IN THE REQUEST FOR PROPOSALS (RFP)

Prior to submitting the proposal, the proposer is responsible to bring to the City's attention any ambiguity in this RFP. Not to do so shall result in the proposer forfeiting any claim for adjustment based on such ambiguity as should have been noted by a prudent proposer.

In the event of any ambiguity between the City's RFP and the proposer's proposal, then whatever shall be more favorable to the City of Stamford as determined in the sole discretion of the City shall prevail and take precedence.

1.14 OWNERSHIP INFORMATION

The City of Stamford shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the proposer under any contract resulting from this RFP.

In the event of contract award, all data collected and other documentation produced as part of the contract will become the exclusive property of the City of Stamford and may not be copied or removed by any employee of the proposer without written permission of the City of Stamford.

1.15 NEGOTIATED CHANGES

In the event negotiated changes occur after the awarding of the contract, any policies called for in the original contract will remain in effect.

1.16 CONTRACT AGREEMENT

The selected proposer will be required to agree to and sign a formal written contract agreement between the City of Stamford and the proposer, prepared by the Law Department of the City of Stamford (see sample attached).

1.17 INSURANCE REQUIREMENTS

The selected proposer, upon the signing of the formal contract, will be required to deliver an insurance certificate in amounts, companies, and terms acceptable to the Risk Manager of the City of Stamford. See attached insurance requirements.

1.18 COMPETITION INTENDED

It is the City's intention that this RFP permit competition. It shall be the proposer's responsibility to advise the City in writing if any language, requirement, scope, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements in this RFP to a single source. Such notification must be received by the City not later than seven (7) days prior to the date set for acceptance of proposals.

1.19 TAX EXEMPT

The City of Stamford is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the bid price.

2.0 PROJECT STATEMENT

The City of Stamford desires to solicit proposals from qualified consulting firms to implement a pavement management system on a portion of the City street network, including data collection, analysis, reporting and training. The City goal is to have a pavement management system that will provide a cost effective rehabilitation, budgeting and planning tool for the City's street system.

2.1 PROJECT BACKGROUND AND SCOPE

The City of Stamford roadway network contains:

- 29 centerline miles of arterial roadways.
- 34 centerline miles of collector roadways.
- 262 centerline miles of local roadways.

The roadway network is comprised of mainly urban with some rural environments and includes streets with and without curb and gutter sections.

The City uses an ESRI based GIS and will provide its GIS data to the selected vendor. The City would like the pavement management system to be integrated with its GIS road centerline data layer.

2.2 PAVEMENT MANAGEMENT SOFTWARE AND TECHNICAL SERVICES SPECIFICATIONS

2.2(a) Scope of Consultant Services

The services, in general, consist of providing all personnel, equipment and resources necessary to supply, install, configure, and train the City on the use of a commercial-off-the-shelf pavement management system. Specific task activities and responsibilities include, but are not limited to:

- Implementation and configuration of the software on the City's computer network.
- Formatting and loading of street network (inventory and attribute information), pavement surface distress, deflection and operating information.
- Development of a 5-year pavement rehabilitation plan complete with street network inventory and attribute reports, network condition reports and figures.
- Linkage of the pavement management system to the City's GIS road centerline layer. The consultant will be responsible for creating a GIS linear referencing system (if required by the proposed solution).

The consultant should also address the ability of consultant to provide training and ongoing support to the City, as well as expected City participation in the project. It is the desire for the City to have a single point of contact for software support, engineering support, as well as interpretation of results and data. Submissions that provide multiple points of contact for these various functions will not be considered.

2.2(b) Pavement Management System

In addition to the features and functionality described below, the pavement management software should include:

- Single and multi-user capability.
- Password protection.
- Have an associated database compiled with the application – the City does not want to have to buy/maintain a separate database for this application.
- Ability to expand to include right of way assets (signs, sidewalks, curb and gutter, trees, etc.) without the need to add more than one additional module (the right of way asset module is not part of this RFP, but the ability to add it in later will be a consideration).
- The City would prefer if the system were hosted by the vendor as a web based solution. If a hosted solution is not available the user interface should be browser based and not a traditional client – server model.

It is the desire of the City to have a pavement management system that does not require the users to become specialists in the configuration of the system or have a high level of maintenance.

In general, the pavement management system shall have the following features and functionality:

- A street inventory complete with fields for all common roadway attributes, such as name, limits, pavement type, length, width, etc., plus a unique identifier.
- The system shall incorporate into its analysis: surface condition, roughness, rutting, deflection, environmental information, and traffic.
- Pavement condition reports that identify the present condition, projected 5-year condition and post rehabilitation condition; and allow the user to identify the condition of the base and subgrade, and identify causes of pavement failure.
- Rehabilitation analysis shall not be limited to overlays, but rather include provisions for analyzing the effectiveness of not less than nine (9) strategies, including recycling alternatives, and surface and base reconstruction.
- Analysis and reporting capabilities that incorporate cost benefit analysis, user benefits, level of service analysis and budget driven analysis, plus the ability to prioritize pavements in order of best-to-worst pavement condition.
- The ability to complete multiple budget and level-of-service analysis (what if scenarios), complete with the ability to manually override the analysis to select specific road sections for rehabilitation (must do, must never do, etc.).
- Detailed and summary reports that provide annual rehabilitation recommendations, including cost and timing.
- Ability to operate with both network and project level data and contain internal performance models for aging of the data. The program shall also allow the user to group and regroup individual street sections at any point in time.
- The system is to be compatible with, and capable of, processing information gathered through both automated and manual methods, and have the ability to operate with and without deflection data, yet still contain a structural component.
- The ability to compile, store and update construction and maintenance related information and retrieve this information.

2.3 PAVEMENT PERFORMANCE DATA COLLECTION

2.3(a) Scope of Services

The data collection services, in general, consist of providing all personnel, equipment and resources necessary to collect, process and load pavement condition data on approximately 325 miles of City streets. The performance data shall consist of automated roughness, rutting, surface distress and automated data collection. The consultant shall also provide options for digital images and GPS coordinate data collection.

2.3(b) Pavement Performance Data Collection

The consultant shall describe the pavement performance data elements and attributes, the collection methodology and final data format.

At minimum, the following surface distress data elements shall be collected:

- Transverse cracking quantified by width of crack and count. Transverse crack counts must be collected using an objective automated approach. Visual estimates of crack widths and counts will not be accepted.
- Longitudinal, alligator, edge and map cracking.
- Dual wheel path roughness using International Roughness Index standards.
- Rutting – minimum of seven (7) sensor rut bar must be used, with rutting reported by a minimum of three severity thresholds. Visual estimates of rutting will not be acceptable.

The roadway network within the City contains both rural and urban cross sections that affect pavement condition and rehabilitation options. The consultant shall identify which environmental factors they will collect. At all times, it is important to understand that it is the desire of the City to minimize disturbance to traffic flow.

2.3(c) Deflection Data Collection

Multi-sensor, temperature corrected deflection data using a Dynaflect device shall be collected and included in the analysis on all roadways.

2.3(d) Quality Control

The consultant shall describe in detail their quality control program.

3.0 PROPOSAL INSTRUCTIONS

The consultant shall follow the guidelines given below to allow for the efficient evaluation and selection process.

3.1 CONTENT AND FORMAT

Proposals shall be printed on 8 1/2" x 11" paper, single sided in a 10 point Arial font and be limited to 25 pages, excluding the cover letter, resumes and any appended information.

Proposals should address the following items in order of appearance:

- Cover letter, complete with contact information, cover and table of contents.
- Statement of interest, firm description and qualifications.
- Project team and references.
- Software description, data collection technology, work plan and schedule.
- Proposed quality assurance program.
- Fee Proposal.

Proposals should be prepared in a straight forward manner using a table of contents and page numbering. Proposals do not need to be elaborate or "flashy," however, proposals made up largely of boilerplate will be considered non-responsive.

Seven (7) copies (along with 2 electronic versions) of the six (6) parts described above are to be submitted to the Purchasing Department, Attn: Beverly Aveni, Purchasing Agent. Faxed copies of the response will not be accepted.

3.2 LETTERS OF TRANSMITTAL

The cover letter must specify the following:

The corporation's name and address of the Consulting Firm.

Name, title and telephone number of the individual within the corporation who is authorized to commit the company to this contract.

The name, title and telephone number of the individual whom the Office of Operations should contact regarding questions, and clarifications.

3.3 CONSULTANT QUALIFICATIONS AND UNDERSTANDING

Each Consultant must provide the following information about their company so that the City can evaluate the Consultant's stability and ability to support the commitments set forth in response to the RFP. The City, at its option, may require a Consultant to provide additional documentation to support and/or clarify requested information.

The Consultant shall outline their company's (or team's) background, including:

- How long the company has been in business, plus a brief description of the company history, size and organization.
- Consultant qualifications to collect pavement surface distress and deflection data, plus a statement of understanding of the work involved to complete this assignment.
- Consultant qualifications to supply, implement and train the City in the use of the pavement management software. Only the experience of the team members of the prime Consultant shall be considered for this requirement.
- Consultant qualifications to complete the pavement analysis, budget development and reporting. Only the experience of the team members of the prime Consultant shall be considered for this requirement.
- Consultants must demonstrate their understanding of the principles of pavement management, automated data collection, pavement management system configuration, pavement analysis and approach to this assignment.

3.4 PROJECT TEAM

Each Consultant must provide the following information about their project team:

- Primary point of contact, person responsible for overall corporate commitment (must be a company principal or officer) and project manager. Describe the responsibilities of the individuals and extent of involvement with the project.
- Identify and list key individuals proposed for the project team. Describe the responsibilities of the individuals and extent of involvement with the project.
- All key personnel listed should have current names, titles and telephone numbers and be listed on at least one of the supplied client references who are familiar with work performed by the individual in a similar capacity. References will be contacted as part of the selection process.
- Clearly identify any project sub-consultants, how long the prime and sub have worked together and sub's proposed contribution to the project team. Consultants are encouraged to support small businesses where ever possible.

3.5 REFERENCES

The Consultant shall supply a minimum of three (3) references from agencies with projects of a similar nature – that is, supply and implementation of the required pavement management software complete with pavement performance data collection. Each reference shall contain:

- Client name and contact information.
- Project description.
- Role of key project team members.

Only references of the prime consultant shall be considered, or references from project teams that have completed at least three (3) projects together. The Consultant shall also list projects completed for other city, county or state agencies.

3.6 DATA COLLECTION TECHNOLOGY

Each consultant must describe their technology and approach to collect, process and load the pavement performance, digital image and GPS data. Technologies that rely on manual, walking or predominately windshield surveys will not be considered acceptable unless the consultant can supply suitable documentation indicating that the manual surveys and quality control procedures largely remove the subjective nature of data collection. Technologies that do not have a minimum of ten (10) years of proven field experience, or cannot meet the technical requirements

and output will not be considered. Accuracy, repeatability and quality control are important to the City, and the Consultant must describe their approach to each.

For consultants proposing manual or walking surveys, a detailed traffic control plan and acknowledgement from their workers compensation provider that these services are covered must be included in their submission.

3.7 DATA INTEGRITY AND QUALITY CONTROL

The Consultant shall describe his/her quality control programs in detail.

3.8 SCHEDULE

Time is of the essence on this project. The consultant shall provide a project schedule indicating key project milestones and project activities. The schedule must also indicate the proposed data collection production rates including data processing time.

3.9 FEE PROPOSAL

Each proposal should include a detailed fee proposal based on the specifications.

4.0 PROPOSAL EVALUATION

4.1 EVALUATION METHODOLOGY

Proposals submitted in response to this RFP will be evaluated by a selection committee. This committee will be comprised of technically qualified personnel from the City of Stamford.

All proposals will be evaluated based upon the criteria shown below. Each proposal will be assigned a numeric score in this evaluation. Oral presentation may be required in order to clarify any issue and to provide additional insights into the proposal.

4.2 PROPOSAL EVALUATION

Proposals will be evaluated on the following criteria:

- Consultant qualifications, project understanding, and experience. Only those firms/team members who have implemented a minimum of ten (10) systems will be evaluated under these criteria.
- Ability of software to meet project requirements.
- Proven ability to configure and implement the software and complete the data analysis and reporting.
- Results of reference checks.
- Proposed data collection methodology and ability to meet the technical specifications; proposed start date and project duration.
- Proposed QA/QC plan.
- Proposed Fee.

Vendors may be asked to present their proposals to the selection committee and/or to respond to questions. Based on the information provided in the proposal and any additional information provided, a final selection will be made.

The City of Stamford reserves the right to reject any and/or all proposals submitted, to request information from any vendors and to negotiate with any of the vendors regarding the terms of the engagement. The City of Stamford intends to select the vendor that, in its sole option, best meets the City's needs, not necessarily the vendor that proposes the lowest fees.

City of Stamford
Insurance Requirements for RFP
Pavement Management Plan

The Consultant shall maintain throughout the entire term of its Agreement with the City of Stamford the following insurance coverages:

1. ***Comprehensive General liability*** insurance, which provides coverage for operations liability, completed operations and products liability, contractual liability and personal injury and advertising liability:
 - Must be written on an occurrence basis;
 - Completed operations and products liability insurance must be maintained for a period of not less than three (3) years following completion of the contract;
 - Contractual liability must insure any indemnities contained in the contract;
 - Limits of liability not less than \$1 million combined single limit per occurrence for bodily injury and property damage and \$1 million in the aggregate.

2. ***Comprehensive automobile liability***, which provides coverage for liabilities arising out of the ownership, operation and maintenance of motor vehicles.
 - City of Stamford and its employees, agents and officers to be designated as additional insureds;
 - Coverage shall apply to all owned, non-owned and leased (rental) vehicles;
 - Limits of liability not less than \$1 million combined single limit per occurrence for bodily injury and property damage and \$1 million in the aggregate.

3. ***Workers' compensation*** coverage, which complies with statutes and regulations of the State of Connecticut.

4. ***Employer's liability*** insurance, with minimum limits of liability of \$100,000 each accident, \$100,000 disease, each employee and \$100,000 disease policy limit.

5. ***Professional liability*** insurance, which covers the services of the Consultant as defined in this RFP. Minimum limit of liability is \$1,000,000.

Additional Requirements:

- Any insurance underwritten on a claims made as opposed to an occurrence basis shall contain retro-active date of the date the contract is executed or commencement of services, whichever is earlier and an extended reporting period of not less than three (3) years following termination of the contract or completion of the services provided hereunder, whichever is later.
- The City of Stamford and its employees, agents and officers shall be designated as additional insureds under the general liability and automobile liability insurance.
- All insurance required hereunder shall contain thirty days (30) prior written notice to the Risk Manager of the City of Stamford in the event of cancellation, termination or material change in any terms and conditions of the insurance required hereunder.
- The Consultant agrees to waive any claim, right of claim against the City of Stamford, which is or may be insured under any of the insurance policies required hereunder. All insurance required hereunder shall contain waivers of subrogation in favor of the City of Stamford and its employees, agents and officers and shall be primary without any right of contribution from any insurance maintained by or on behalf of the City of Stamford.
- The Consultant shall provide certificates of insurance, which evidence the insurance required hereunder.
- All insurance coverage required to be maintained by the Consultant shall be primary insurance, not excess or contributory, to any insurance maintained by or on behalf of the City of Stamford.
- Maintenance of insurance by the Consultant shall not serve to limit in any way the liability of the Consultant arising out of any services provided under this Agreement.

| AGORD. | | CERTIFICATE OF INSURANCE | | | | | | | |
|--|--|--|--|---|-----------------------------------|------------------------------|-------------------------|-----------------------|-----------|
| PRODUCER Full Name of Insurance Agency Street Address City, State Zip Code Telephone Number / Facsimile Number | | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | | | | | | |
| | | | COMPANIES AFFORDING COVERAGE | | | | | | |
| INSURED Name of Named Insured Street Address City, State Zip Code Telephone Number / Facsimile Number | | | COMPANY A Name of Insurance Company | | | | | | |
| | | | COMPANY B Name of Insurance Company | | | | | | |
| | | | COMPANY C Name of Insurance Company | | | | | | |
| COVERAGES | | | | | | | | | |
| <small>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small> | | | | | | | | | |
| CO LTR | TYPE OF INSURANCE | | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | | | |
| A | GENERAL LIABILITY (FOREIGN) | | XXXXXXXXXX | XX/XX/XX | XX/XX/XX | GENERAL AGGREGATE | | \$1,000,000 | |
| | X | COMMERCIAL GENERAL LIABILITY | | | | PRODUCTS-COMP/OP AGG | | \$1,000,000 | |
| | | CLAIMS MADE | | | | X | OCCUR | PERSONAL & ADV INJURY | |
| | X | OWNERS & CONT PROT Contractual Liability, Broad Form | | | | EACH OCCURRENCE | | \$1,000,000 | |
| | | FIRE DAMAGE (Any one fire) | | | | | | | |
| | | | | MED EXP (Any one person) | | 500,000 | | | |
| A | AUTOMOBILE LIABILITY | | XXXXXXXXXX | XX/XX/XX | XX/XX/XX | COMBINED SINGLE LIMIT | | \$1,000,000 | |
| | X | ANY AUTO | | | | BODILY INJURY (Per Person) | | \$ | |
| | | ALL OWNED AUTOS | | | | BODILY INJURY (Per Accident) | | \$ | |
| | SCHEDULED AUTOS | | | | | PROPERTY DAMAGE | | \$ | |
| | HIRED AUTOS | | | | | AUTO ONLY - EACH ACCIDENT | | \$ | |
| | NON-OWNED AUTOS | | | | | OTHER THAN AUTO ONLY: | | | |
| | | | | | | EACH ACCIDENT | | \$ | |
| | | AGGREGATE | | \$ | | | | | |
| GARAGE LIABILITY | | | | | | \$ | | | |
| ANY AUTO | | | | | | \$ | | | |
| EXCESS LIABILITY | | | | | | \$ | | | |
| UMBRELLA FORM | | | | | | \$ | | | |
| OTHER THAN UMBRELLA FORM | | | | | | \$ | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | XXXXXXXXXX | XX/XX/XX | XX/XX/XX | X | STATUTORY LIMITS | \$ | |
| | EMPLOYERS' LIABILITY | | | | | EACH ACCIDENT | | \$100,000 | |
| | THE PROPRIETOR/PARTNERS/ EXECUTIVE OFFICERS ARE: | X | | | | INCL | DISEASE - POLICY LIMIT | | \$100,000 |
| | | | | | | EXCL | DISEASE - EACH EMPLOYEE | | \$100,000 |
| C | Professional Liability | | XXXXXXXXXX | XX/XX/XX | XX/XX/XX | \$1,000,000 | | | |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: | | | | | | | | | |
| City of Stamford and its employees, agents and officers designated as additional insureds under commercial general liability and automobile liability. All such insurance policies required hereunder shall contain waivers of subrogation against the City of Stamford and its employees, agents and officers. | | | | | | | | | |
| CERTIFICATE HOLDER | | | | CANCELLATION | | | | | |
| City of Stamford/Risk Manager 888 Washington Boulevard Stamford, CT 06904 | | | | <small>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, INSURANCE COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.</small> | | | | | |