



City of Kirkland

Request for Proposal

Fleet Rate Recovery Model

Job # 24-19-PW

Issue Date: April 24, 2019

Due Date: May 13, 2019 – 4:00 p.m. (Pacific Time)

REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the City of Kirkland, Washington, for:

Fleet Rate Recovery Model

File with Purchasing Agent, Finance Department, 123 - 5th Ave, Kirkland WA, 98033

Proposals received later than **May 13, 2019 by 4:00:00 PM PST will not** be considered.

A copy of this Request for Proposal (RFP) may be obtained from City's web site at <http://www.kirklandwa.gov/>. Click on the Business tab at the top of the page and then click on the Request for Proposals link found under "Doing Business with the City".

The City of Kirkland reserves the right to reject any and all proposals, and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

A Service Provider response that indicates that any of the requested information in this RFP will only be provided if and when the Service Provider is selected as the apparently successful Service Provider is not acceptable, and, at the City's sole discretion, may disqualify the proposal from consideration.

The City of Kirkland assures that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the Service Provider(s) ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Dated this 24th day of April, 2019

Greg Piland
Financial Operations Manager
425-587-3123

Background Information

The City of Kirkland, Washington is located in the Seattle metropolitan area, on the eastern shore of Lake Washington and approximately 10 miles east of downtown Seattle. It has a population of approximately 85,000. Since its incorporation in 1905, Kirkland has grown in geographic size and now occupies 18 square miles.

The City of Kirkland is seeking the professional assistance of qualified firms to provide consulting services for its fleet rate recovery model.

Scope of Work

The City of Kirkland desires to develop a cost allocation model for its rolling stock, machinery, and equipment. The Fleet includes operational elements of many Departments including: Fire, Police, Parks, General Government, and Public Works. The model will be used by the City as the basis for budgeting for the purchase, repair and maintenance, operations, retirement, overall fleet management, and cost allocation of its approximately 400 vehicle fleet.

Firms interested in being considered for this work must demonstrate their capabilities to accomplish the work within their proposal based on prior experience addressing requirements outlined herein. The selected consultant will be tasked with developing a sustainable fleet model adhering to the following requirements:

- A comprehensive Fleet rate model that allows access for multiple stakeholders, leverages available historical budgets, fleet utilization, and pricing records, integrates with current City software such as: maintenance management system, financial system, and other reporting systems.
- Incorporates existing and industry standard procedures to allow for iterative scenarios regarding fleet management such as: fleet pool considerations, variable overhead rate impacts, variable life-cycles, recovery rates, and economic factors such as minimizing idle reserves and managing cash flow.
- Includes recommendations for operational standards (hour of repair per vehicle class, vehicle class definitions, administrative task assignment percentages).

System interoperability (the model must have the ability to retrieve and share information with the following platforms):

- Fleet Maintenance management system (Assetworks or Lucity)
- Fuel management system (Phoenix or other)
- Financial/Accounting system (Munis)
- State records/licensing (possibly)
- Vendor records system (possibly)

To accomplish these requirements, the following considerations must be demonstrated by the Consultant within their proposal:

- Understanding and utilization of Industry standards
- Transparency of product

- Predictability of product
- Non-proprietary nature of the system
- Ease of use
- Available Staff Training
- Future updates, maintenance, and support
- Deliver final product by mid-2019 to prepare mid-biennial budget adjustments for 2020.
- Deliver final product and associated services within established budget.
- Proposal must include a detailed scope of work, budget, and timeline for completion of the study.
- Consultant will be required to comply with standard City of Kirkland contract terms and conditions.

Budget and Length of Contract

Funding for the professional services contract is not to exceed \$50,000, and the length of the contract is anticipated to be: June 1, 2019 – December 31, 2019.

Pricing Request

Pricing information supplied with the response must be valid for at least 180 days. All one-time and recurring costs must be fully provided. Provide estimates of total hours and hourly rates associated to each task associated with this RFP.

Consultant Knowledge, Skill, and Abilities

- Experience working with city, county, or state government fleet organizations.
- Project management and representative examples of similar work.

Submittal Requirements

- Proposal outlining at minimum: proponent's approach for tasks, implementation plans, budget for each task, hourly rates for staff.
- Statement of qualifications and relevant experience of individual(s) who will be involved in the project. Identification of the project manager.
- Names of clients, current phone numbers and email addresses of three recent references, preferably with municipalities or other governmental or recycling related organizations.
- Samples of relevant completed projects.

Proposal Submittal Instructions

Proposals must be received no later than **May 13, 2019 by 4:00 PM PST**. Prefer that proposals be submitted by email. Emailed proposals should include "Proposal-Job #24-19-PW" in the subject line and be addressed to: purchasing@kirklandwa.gov. (Emailed proposals must be in MS Word or PDF format and cannot exceed 20MB).

As an alternate to email, proposals can be mailed or delivered to:

City of Kirkland
Attn: Greg Piland – Job #24-19-PW
123 5th Avenue
Kirkland, WA 98033

If submitting a paper proposal, the original plus four (4) copies of all proposals in printed form must be submitted in a sealed envelope with the following words clearly marked on the outside of the envelope: Fleet Rate Recovery Model RFP. The supplier's name and address must be clearly indicated on the envelope.

Submittal Deadlines

April 24, 2019:	Release RFP
May 8, 2019:	Written (email) Questions by Consultants Due
May 10, 2019:	Answers to RFP questions posted (on City website)
May 13, 2019:	Proposals Due --- 4:00 PM
May 17, 2019:	Notify proposers of interviews (If necessary)
Week of May 20, 2019:	Interviews (If necessary)
May 24, 2019:	Notify selected consultant
Week of May 27, 2019:	Contract preparation/processing
June 3, 2019:	Anticipated Notice to Proceed

Selection Criteria

Selection criteria will include, but are not limited to:

- The selected firm must demonstrate expertise and experience in:
 - Fleet management
 - Economic modeling
 - Client satisfaction (as described by references)
- The qualifications and expertise of the individual members of the consultant's team, including their proposed roles for this contract.
- A description of the approach and associated timeline the firm would take, including:
 - Overview of tasks and schedule.
 - A proposed budget for each task
 - Overview of what assistance you will need from the City of Kirkland to complete the project
- An individual interview process with City staff (if needed).

- Estimated pricing based upon hourly rates and the estimated number of hours to complete each task.
- The ability to complete the project in full by the Contract completion date.

Selection Process

- A selection committee will review all proposals, select finalists for interviews (if needed), and make the final selection of the consultant.
- The City reserves the right not to award any portion or all of the project if it finds that none of the proposals submitted meets the specific needs of the project.
- Prior to the commencement of work, the City and the selected consultant will meet to settle contract details. A letter notifying the consultant of the City's award will constitute Notice to Proceed.
- The City is not responsible for any costs incurred by the consultant in the preparation of the proposal. Once submitted to the City, all proposals will become public information.

General RFP Information

Costs for developing proposals in response to the RFP are entirely the obligation of the Service Provider and shall not be chargeable in any manner to the City.

Submission of the proposal will signify the Service Provider's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful Service Provider.

Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed a public record as defined in "The Public Records Act," chapter 42 section 56 of the RCW. Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to state public disclosure laws or this RFQ, could be removed from consideration. The City will not accept the liability of determining what the proposer considers proprietary or not. Therefore, any information in the proposal that the proposer claims as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated as described in the "Proprietary Material Submitted" section above. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the page it is found on must be identified. With the exception of lists of prospective proposers, the City will not disclose RFQ proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: proprietary/confidential portion(s) of the proposal(s), until the proposer has an adequate opportunity to seek a court order preventing disclosure. The City will consider a proposer's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.

RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Kirkland may purchase from City of Kirkland contracts,

provided that the Service Provider agrees to participate. The City of Kirkland does not accept any responsibility for purchase orders issued by other public agencies.

Contract

The Consultant and the City will execute a standard City of *Kirkland Professional Services Agreement (Attachment A)*.

Questions

Upon release of this RFP, all Vendor communications concerning the RFP should be directed to the City’s RFP Coordinator listed below. Unauthorized contact regarding this RFP with any other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Service Providers should rely only on written statements issued by the RFP Coordinator. The City’s RFP Coordinator for this project is:

Name:	Ray Steiger, P.E., Superintendent
Address:	City of Kirkland, Public Works 123 5 th Avenue, Kirkland, Washington 98033
E-mail:	RSteiger@kirklandwa.gov

Questions regarding the RFP process are to be addressed to Greg Piland, Financial Operations Manager, at purchasing@kirklandwa.gov or (425) 587-3123.



PROFESSIONAL SERVICES AGREEMENT
Sample Agreement

The City of Kirkland, Washington, a municipal corporation ("City") and _____, whose address is _____ ("Consultant"), agree and contract as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment _____ to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$_____, as detailed in Attachment _____.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such

analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant’s plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The _____ for the City of Kirkland shall review and approve the Consultant’s invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

The estimated completion date for the Consultant’s performance of the services specified in Section I is _____.

Consultant will diligently proceed with the services contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

To the greatest extent allowed by law the Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this services with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the services.

F. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

G. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services

performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. This Agreement may be amended only by written instrument properly signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

By: _____

By: _____
Tracey Dunlap, Deputy City Manager

Date: _____

Date: _____