



City of
Burnsville

Request for Proposal Fleet Study

City Project 21-702

June 30, 2021

Introduction

The City of Burnsville is seeking written proposals from qualified consultants to prepare a fleet study for the City of Burnsville.

City Organization

The City of Burnsville, with a population of 62,240, is located in Dakota County in the southern Minneapolis-St. Paul metropolitan area. Burnsville covers an area of approximately 27 square miles and is 98 percent developed. The City provides a full array of municipal services and general administrative functions. The City is governed by a five member City Council which includes four members elected at large and a mayor elected at large. The City is a Statutory B city and operates under the Carver Governance model whereby the Council focus is on direction, policies and outcomes and the day-to-day operations are delegated to the City Manager. The City Manager implements Council direction and outcomes through the department heads of six City Departments.

Public Works – Fleet Division

The Public Works Department consists of an Engineering Division, a Natural Resources Division and four Maintenance Divisions. The Fleet Maintenance Division consists of a Fleet Superintendent, an Administrative Technician, a working mechanic crew leader and 5 mechanics, one of which is split between parts, facility and mechanic work. The Fleet Division is responsible for procuring, owning, maintaining and disposing of the City's fleet. The Fleet Division prides itself on providing top quality equipment and great internal customer service for the users of the fleet which include City Administration, Police, Fire, Emergency Medical Services (EMS), Community Development, Public Works, Parks and Recreational Facilities. This Fleet Study is intended to evaluate the Fleet Division and its fleet, provide future direction and modernization and help address current budget challenges.

Fleet Overview

The Fleet Maintenance Division maintains approximately 320 insured vehicles ranging from mowers to heavy equipment with an additional 210 components serviced. The division occupies 10 service bays, parts room and weld shop within a centralized Maintenance Facility. Maintenance and repairs are tracked electronically through AssetWorks Software. Vehicle tracking is achieved through Verizon Telematics and plow equipment tracking is achieved through PreCise MRM.

Scope of Services

The scope of services is a general guide and not intended to be an all-inclusive list of all work necessary. It is the consultant's responsibility to develop and provide a comprehensive proposal for all work involved in the fleet study including but not limited to the following:

1. Understand the current state of fleet operations and departmental fleet needs.
 - Interview the fleet division and all departments using fleet services
 - Review departmental operations for factors influencing current fleet needs and practices.

- Review departmental service quality, effectiveness and appropriate turnaround time and spare needs (including vehicle out of service time). Review the impact of turnaround time on specialty and readiness model vehicles in departmental operations.
- 2. Fleet Sizing - The replacement and occasional increase of fleet vehicles is a City budget pressure.
 - Analyze the current state of departmental fleet needs and conduct a best management practice assessment with industry standards given department operations, their level of service, current practices and models in place.
 - Recommend changes and adjustments in fleet size given the above.
- 3. Vehicles and Equipment Funding – Vehicle and Equipment Funding is derived from a replacement schedule which is annually adjusted for inflation and the estimated trade in or sale of existing vehicles.
 - Review this model and compare and contrast with other models that are available or could be developed.
 - Develop a system or set recommendations to optimize the value for current vehicles in replacement and life cycle cost savings for the recommendations.
- 4. Procurement Methods – There are many ways for fleet operations to procure vehicles; purchasing single vehicles, leasing of vehicles, bulk purchasing, etc. The City currently primarily purchases vehicles one at a time.
 - Recommend the most effective way to procure various vehicles throughout the entire fleet.
- 5. Fleet Sustainability Goals – Chapter 4 of City’s [Sustainability Guide Plan update](#) indicates the City’s fleet sustainability goals centered around greenhouse gas reduction and electrification, which work together.
 - Review and provide recommendations on how the City should best position itself and what needs to be done to meet these goals. (Only focus on the goals for the City’s fleet, this study is not meant to provide recommendations for private vehicles or fleets)
- 6. Grant/Alternative Funding Opportunities
 - Identify potential grants available for fleet purchasing and complete the report in such a way that puts the City in the best position possible to be successful in being awarded these grant opportunities.
- 7. Fleet Maintenance Staff and Shop Size/Needs
 - Analyze the size of the fleet maintenance garage and facilities, how it operates, staffing levels and the size of the fleet and provide recommendations for fleet maintenance to operate at peak efficiency and provide the best customer service possible.
 - Identify options as to which components of the operation should remain centralized and which may function better if decentralized.

- Examine the City’s existing approach to outsourcing and self-performed work practices and provide recommendations for improvement.
8. Fleet Technology – Fleet Maintenance Operations currently uses the Asset Works fleet asset management system for work orders, repair and maintenance chargeback, data reporting, dash boarding and fuel management.
 - Analyze this system and how the City is using it and provide recommendations on how to best utilize technology in fleet.
 9. Take Home Vehicle and Remote Work Considerations – As part of the operational model for public safety service delivery the City currently allows for specific roles within Public Safety to take City vehicles home. The public safety personnel who take home vehicles respond off-duty directly to significant incidents that can impact life safety and property loss. Time sensitive significant public safety incidents evolve rapidly and the effects of take-home vehicles should be considered. The City also recently worked on a pilot project in community development for building inspectors where their vehicles could be taken home. The City is also putting into place remote work agreements with certain groups of employees.
 - Analyze the pros and cons of allowing employees in various functions to utilize take home vehicles and put a cost on the practice of allowing vehicles to be taken home. Operational efficiency shall be factored into this cost analysis.
 10. Develop draft study report and assist with City Council presentation. Finalize report and develop implementation plan.

Instructions

Proposal Submission

One electronic copy of the proposal should be submitted to:

Jeffrey Radick, Assistant Public Works Director

City of Burnsville, Maintenance Facility

13713 Frontier Court

Burnsville, MN 55337

Via Email: Jeffrey.Radick@burnsvillemn.gov

All responses, questions and correspondence should be directed to Jeffrey Radick. In the interest of fairness to all respondents, do not contact other staff or elected or appointed officials.

Timeline

Prompt and efficient selection of the proposal and completion of the study is a priority of the City of Burnsville. The tentative schedule for the selection of the proposal and completion of the study is as follows:

Request for Proposal.....	June 30, 2021
Deadline for Written Questions.....	July 14, 2021 at 3 PM
Written Responses.....	July 21, 2021
Proposal Due Date.....	July 30, 2021
Review Completed & Notices Given to Finalists.....	August 9, 2021
Consultant Presentation & Interviews.....	Week of August 16, 2021
Final Consultant Selection & Contract Execution.....	Week of August 23, 2021
Kick-Off Meeting.....	Week of September 13, 2021
Bi-Weekly Progress Meetings.....	Mid-September 2021 - Mid-February 2022
Fleet Study Draft Review.....	by February 28, 2022
City Council Work Session.....	March 15, 2022
Final Fleet Study.....	by March 31, 2022

Content

The following is required for a proposing consultant to be considered.

Title Page (1 page maximum)

The title page should include the RFP subject, the firm’s name, address, telephone, name and email address of the contact person, and the date.

Transmittal Letter (1 page maximum)

A signed letter of transmittal briefly stating the firm’s understanding of the work to be done, the commitment to perform the work within requested timeline, a statement why they believe that they are best qualified to perform the study and a statement that the proposal is a firm and irrevocable offer.

Technical Proposal (5 pages maximum)

In the technical proposal be sure to address items outlined in our scope of services and any expanded scope of services you deem necessary to provide a complete study.

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firm seeking to undertake the study in conformity with the requirements of this request. The substance of the proposals will carry more weight than form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the staff to be assigned to this engagement. Include:

Firm Profile (2 pages maximum)

- Provide summary of the firm including staffing levels, business/government sectors serviced, number of clients, percentage of repeat clients, etc.
 - Percentage of firm’s business related to fleet specific studies

- A thorough description of the fleet study services provided, specifically relating to the government sector, knowledge of the various functions of a City's fleet, together with an explanation of how these services will best assist the City of Burnsville.
- Describe the firm's experience and qualifications in evaluating public safety readiness model fleet and specialty vehicles.
- Describe the firm's approach to evaluating the fleet's impact on public safety ratings and best practices like the Insurance Services Office (ISO) rating for the fire department.
- A description of the ability of the firm for comparing study suggestions with national trends, benchmarking and metrics.
- Any additional information which might be beneficial to the City of Burnsville in evaluating the firm's qualifications.
- Describe the firm's use of technology to enhance client services or reduce costs including how the firm leverages technology to do so.
- Provide a statement of how the workload of the City of Burnsville would be accommodated and what kind of priority it would be given including capability to maintain reasonable response times.

Personnel Qualifications and Resumes (1 page per person maximum)

For each member of the professional staff, who represent more than 10% of the billable amount on the study, please provide the following information:

- A brief resume of the professional experience and qualifications of the individual.
- An outline of the proposed function of the individual as well as their experience in that specific assigned function.
- A description of the accessibility and availability of the individual during the contract.
- Clearly define if anyone is a sub-consultant and not an actual employee of the firm.
- List of similar projects that each of the consultants have worked on similar to the Burnsville project. List the consultants' role for each of those projects.

References (1 page maximum)

- Include a list of clients where similar services have been provided by the professional staff proposed along with the name and telephone number of a person who may be contacted at that organization.
 - Include larger (1 minimum) and smaller (1 minimum) organization as compared to the City of Burnsville
 - Include similar government entities

Compensation and Fee Schedule (2 pages maximum)

- The proposal should clearly set forth the basis for fees on an hourly basis to be charged for the work proposed.
 - Hourly fee rate schedule by personnel
 - Break up the study by tasks and estimated hours by personnel per task
 - Task totals being a product of the hours and rates
 - Sum total of the study inclusive of all tasks

- Provide a fee schedule for incidental, reimbursement and disbursement services and any other costs the City will be charged.

- Grand total of all fees and charges in a not to exceed format.

- The City requires electronic detailed monthly billing statements, which shall include the following items:
 1. Date range of the services, project number and purchase order number (to be provided after selection)
 2. Identity of the personnel providing the services
 3. Time spent for each task of the study by the fraction of an hour
 4. Semi-detailed description of the services performed
 5. Hourly rate and product of the rate and hours
 6. Itemize all associated costs and expenses related to the services performed

Review

Qualification Based Selection

The City of Burnsville intends to select and award an agreement to the firm evaluated to be best qualified to perform the work based on extent and quality of firm’s resources, cost, presentation, compatibility, and quality and extent of experience. Other performance factors may also be considered.

Review and Recommendation Process

Proposals will be independently evaluated by the Selection Committee. Based upon a Committee review of the submitted proposals, firms will be selected and notified for a presentation and interview. One firm will be recommended by the Committee to the City Manager for approval based on the totality of the review process.

Financial Liability Limitations

The City shall not be liable for any expenses incurred by the applicant in connection with this solicitation including but not limited to expenses associated with the preparation of the statement, attendance at interviews, preparation of compensation fees schedule or final contract negotiations.

Rights of Review

The City reserves the right to reject any and all proposals or to request additional information from any and all applicants.

Affirmative Action

The City requires affirmative action and, therefore, the firm selected shall not discriminate under the contract against any person in accordance with federal, state and local regulations.

The firm selected shall not discriminate under the contract against any person in accordance with federal, state and local regulations. The City of Burnsville does not discriminate on the basis of race, color, national origin, sex, religion, age, sexual preference, disability or any other basis protected by law in the admission or access to, or treatment or employment in, its programs, activities, or services.

Contract

Negotiations and Contract Execution

A sample consultant services contract is provided in Appendix A. The consultant selected will be expected to execute the attached contract and supply the information provided for in it in a timely manner.

Contract Ethics

No elected official or employee of the City of Burnsville who exercises any responsibilities in the review, approval, or implementation of the proposal shall participate in any decision which affects his/her direct or indirect financial interests.

It is a breach of ethical standards for any person to offer, give, or agree to give any City employee or Council person, or for any City employee or Council person to solicit, demand, accept, or agree to accept from another person or firm, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.

The firm shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.

The firm shall not accept any private client or project which, by nature, places it in ethical conflict during its work for the City of Burnsville.

Appendix A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made between the **CITY OF BURNSVILLE**, a municipal corporation in the County of Dakota, State of Minnesota, hereinafter called the "CITY", and _____ hereinafter called the "CONSULTANT". CITY intends to secure professional CONSULTING services, subject to and according to the terms of this Agreement.

SECTION 1. SERVICES OF CONSULTANT

CONSULTANT shall provide the CITY professional services based upon the CONSULTANT's proposal for the _____ dated _____, 2021 as detailed in Exhibit ____.

CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional CONSULTANT under similar circumstances. No other warranty, expressed or implied, is included in this Agreement or in any drawing, specification, report, or opinion produced pursuant to this Agreement.

These services will include serving as CITY'S professional representative, providing consultation and advice, and furnishing customary general _____ services thereto.

CONSULTANT is an independent provider of professional services, responsible for means and methods used in performing CONSULTANT's services pursuant to this Agreement.

SECTION 2. EFFECTIVE DATE AND TERM

This Agreement shall be effective upon execution and the term of this Agreement shall be _____. Either party may terminate this Agreement upon thirty (30) days written notice to the other party except that CONSULTANT'S obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of any Project or completion of any pending Work Order unless released therefrom by the City in writing, and the City shall be obligated to pay for any work provided by CONSULTANT on any pending Project or Work Order the CONSULTANT has not been released from performing.

SECTION 3. PAYMENTS TO CONSULTANT

3.1. FEE SCHEDULE FOR SERVICES AND EXPENSES OF CONSULTANT

The Fees for Professional Services shall be as specified in the attached Proposal for _____ dated _____, 2021 with a not-to-exceed amount of \$_____ as detailed in _____.

3.2. TIMES OF PAYMENTS

CONSULTANT shall submit monthly statements for Professional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing. CITY shall make prompt monthly payments in response to CONSULTANT'S monthly statements.

CONSULTANT shall comply with Minnesota Statute § 471.425. CONSULTANT must pay Subcontractor for all undisputed services provided by Subcontractor within ten days of CONSULTANT's receipt of payment from CITY. CONSULTANT must pay interest of 1.5 percent per month or any part of a month to Subcontractor on any undisputed amount not paid on time to Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

3.3. FINANCIAL RECORDS AND AUDITS

Records pertinent to CONSULTANT's compensation under this Agreement will be kept in accordance with generally accepted accounting principles. Copies will be made available to CITY at cost on request prior to final payment for CONSULTANT's services, and shall be subject to inspection and audit by the City or state audit officials.

SECTION 4. OWNERSHIP OF DOCUMENTS

All documents including Plans and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service and the CITY will be provided with original record drawing copies; however, such documents are not intended or represented to be suitable for reuse by CITY or others on extensions of any Project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CITY'S sole risk.

SECTION 5. MINNESOTA GOVERNMENT DATA PRACTICES ACT.

The CONSULTANT must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the CONSULTANT pursuant to this Agreement. The CONSULTANT is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event the CONSULTANT receives a request to release data, the CONSULTANT must immediately notify the CITY. The CITY will give the CONSULTANT instructions concerning the release of the data to the requesting party before the data is released. CONSULTANT agrees to defend, indemnify, and hold the CITY, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from CONSULTANT'S officers', agents', CITYs', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

SECTION 6. INSURANCE

CONSULTANT shall secure and maintain such insurance as will protect CONSULTANT from claims under the Worker's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such general liability insurance shall be written for amounts not less than the following:

Bodily Injury	
General & Automobile	\$2,000,000 Each Person
General & Automobile	\$2,000,000 Each Occurrence
Property Damage	
General & Automobile	\$2,000,000 Each Occurrence
General	\$2,000,000 Aggregate

The CITY shall be named as an additional insured on the policy.

Professional Liability Insurance. The CONSULTANT shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the CITY, in the insured's capacity as CONSULTANT, if such legal liability is caused by an error, omission, or negligent act of the insured or any person or organization for whom the insured is legally liable. Said policy shall provide minimum limits of \$1,000,000 with a deductible maximum of \$125,000; and shall state that such insurance cannot be cancelled until thirty (30) days after the CITY has received written notice (upon request) of the insurer's intention to cancel this insurance.

Before commencing work the CONSULTANT shall provide the CITY a certificate of insurance evidencing the required insurance coverage in a form acceptable to CITY.

SECTION 7. INDEMNIFICATION

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold CITY harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by CONSULTANT's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of his or her subcontractors or anyone for whom the CONSULTANT is liable. No supplemental agreement or work order may reduce or limit this obligation.

SECTION 8. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

SECTION 9. SUCCESSORS AND ASSIGNS

CITY and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of CITY and CONSULTANT are hereby bound to the other party, to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither CITY nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated

by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CITY and CONSULTANT and not for the benefit of any other party.

SECTION 10. COPYRIGHT OR PATENT INFRINGEMENT

CONSULTANT shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, Drawings or Specifications supplied by it, and it shall hold harmless the CITY from loss or damage resulting therefrom.

SECTION 11. SPECIAL PROVISIONS, EXHIBITS

Exhibit A (RPF) “ _____”, Dated _____, 2021.

Exhibit B (Proposal) “ _____”, Dated _____, 2021.

This Agreement together with the Exhibits identified above constitutes the entire agreement between CITY and CONSULTANT and supersede all prior written or oral understandings. This Agreement along with exhibits may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY:
CITY OF BURNSVILLE

CONSULTANT:

BY: _____
Its Mayor

BY: _____
Its

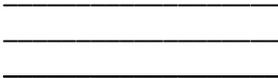
AND: _____
Its City Manager

AND: _____
Its

ADDRESS FOR GIVING NOTICES:

ADDRESS FOR GIVING NOTICES:

Burnsville City Hall
100 Civic Center Parkway
Burnsville, Minnesota 55337





Burnsville

YOU BELONG HERE