

AGREEMENT NO. 2021-115

**CONSULTANT AGREEMENT**

This **CONSULTANT AGREEMENT** is made and entered into on JUN 02 2021 ("Effective Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("CITY"), and **MERCURY ASSOCIATES, INC.**, a Maryland Corporation ("CONSULTANT").

**R E C I T A L S**

**WHEREAS**, CITY is currently developing the Fleet Division Assessment (the "Project"); and

**WHEREAS**, since CITY does not have expertise currently on staff to conduct the Project, CITY has issued a Request for Qualifications/Request for Proposal ("Request") for those services; and

**WHEREAS**, after reviewing the Request, including the Technical Provisions dated April 1, 2021, and being satisfied that it understands the Project's requirements, CONSULTANT has submitted a response to the Request, which includes a scope of work and cost proposal; and

**WHEREAS**, CONSULTANT represents that it is experienced in the field of assessing fleet operations as required for the Project and that all of its officers, partners, and/or principals have the appropriate professional work experience and/or degrees; and

**WHEREAS**, CONSULTANT also represents that it has an adequate number of experienced employees on its staff to accomplish the Scope of Work, as defined below, and that it is competent to undertake the Scope of Work; and

**WHEREAS**, based on these representations and all other representations made by CONSULTANT to CITY, CITY desires to retain CONSULTANT to perform the Scope of Work.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and CONSULTANT mutually agree as follows:

1. **SCOPE OF WORK.** In exchange for the Compensation (defined below), CONSULTANT must competently and thoroughly complete the Project as more specifically described in the Request, attached as **Exhibit A** and

incorporated herein by reference, and in CONSULTANT's cost proposal, attached hereto as **Exhibit B** and incorporated herein by this reference (collectively, the project description in the Request and CONSULTANT's cost proposal are referred to as "Scope of Work"). CONSULTANT's services shall include all the procedures necessary to properly complete the Scope of Work, whether specifically included in the Scope of Work or not.

2. **COMPENSATION/PAYMENT PROCEDURE.** In exchange for performing the Scope of Work and subject to the terms of this section, CITY will pay CONSULTANT as follows ("Compensation"):

- 2.1 **Actual Costs.** CITY will reimburse CONSULTANT's actual costs (including labor costs, employee benefits, overhead, and other direct costs) in an amount not to exceed \$119,740 (One-hundred nineteen thousand seven-hundred and forty dollars) exclusive of any fixed fee. Actual costs shall not exceed the estimated wage rates and other costs set forth in CONSULTANT's cost proposal.

CITY will pay CONSULTANT within 30 days after CONSULTANT submits an itemized invoice for the portions of the Scope of Work completed and that invoice is approved by CITY. The Compensation will be the total amount paid to CONSULTANT for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONSULTANT. In no case will CITY compensate CONSULTANT more than \$119,740 for performing the Scope of Work.

3. **TERM.** Unless terminated sooner as set forth herein, this Agreement shall terminate on January 31, 2022.
4. **TERMINATION FOR CAUSE.** If at any time CITY becomes dissatisfied with the CONSULTANT's performance under this Agreement, CITY may terminate this Agreement after providing CONSULTANT with ten-days written notice.
5. **STARTING WORK.** CONSULTANT shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the Effective Date.
6. **TIME FOR COMPLETION.** CONSULTANT must complete all assigned tasks set forth in the Scope of Work no later than December 31, 2021.
7. **CONTRACT ADMINISTRATOR.**

CITY's Contract Administrator is:





Name: Zachary Meyer  
City of Bakersfield  
1501 Truxtun Avenue  
Bakersfield, California 93301  
Telephone: (661) 326-3680

CONSULTANT's Project Manager shall be designated as:

Tony Yankovich  
Mercury Associates, Inc.  
7361 Calhoun Place, Suite 640  
Rockville, Maryland 20855  
Telephone: (913) 568-5837

The Contract Administrator and the Project Manager shall be the primary contact persons for CITY and CONSULTANT, respectively.

8. **COMPLIANCE WITH ALL LAWS.** CONSULTANT shall, at CONSULTANT's sole cost, comply with all applicable requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.
9. **INDEPENDENT CONTRACTOR.** This Agreement calls for CONSULTANT's performance of the Scope of Work as an independent contractor. CONSULTANT is not an agent or employee of CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONSULTANT other than that of an independent contractor.
10. **DIRECTION.** CONSULTANT retains the right to control or direct the manner in which the services described herein are performed.
11. **EQUIPMENT.** CONSULTANT will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
12. **KEY PERSONNEL.** CONSULTANT shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed



and experienced for the work to be performed under this Agreement. CONSULTANT shall provide background for each of the key personnel including, without limitation, resumes and work experience performing work similar to the Scope of Work. CITY reserves the right to approve key personnel. Once the key personnel are approved, CONSULTANT shall not change such personnel without CITY's written approval.

**13. CONFLICTS OF INTEREST.** CONSULTANT hereby represents that both corporately and individually the firm and its employees and subconsultants:

**13.1** Do not have, and will not have, financial interest in either the success or failure of any project which is dependent upon CONSULTANT's performance of the Scope of Work; and

**13.2** Are not currently, and will not be, employed by or under contract to any contractor who may be awarded the contract to construct the Project.

**14. SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**15. ACCEPTANCE OF WORK.** CITY's acceptance of work or payment for work shall not constitute a waiver of any portion or any provision of this Agreement.

**16. NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.



## 17. INSURANCE.

17.1 **Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, CONSULTANT must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

17.1.1 **Professional liability insurance,** providing coverage on claims made basis for errors and omissions with limits of not less than \$1,000,000 per occurrence.

17.1.2 **Automobile liability insurance,** providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

17.1.3 **Commercial general liability insurance,** unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

17.1.3.1 Provide contractual liability coverage for the terms of this Agreement;

17.1.3.2 Provide products and completed operations coverage;

17.1.3.3 Provide premises, operations, and mobile equipment coverage; and

17.1.3.4 Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

17.1.4 **Workers' compensation insurance** with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONSULTANT must submit to CITY the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, CONSULTANT is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

## **17.2 General Provisions Applying to All Insurance Types.**

- 17.2.1** All policies required of CONSULTANT must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONSULTANT may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 17.2.2** Except for professional liability insurance, all policies required of CONSULTANT must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONSULTANT's insurance and must not contribute with it.
- 17.2.3** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior



to execution of this Agreement and approved by CITY in writing.

- 17.2.4 The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 17.2.5 Full compensation for all premiums which the CONSULTANT is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 17.2.6 It is further understood and agreed by CONSULTANT that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONSULTANT in connection with this Agreement.
- 17.2.7 Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONSULTANT, and all subcontractors must agree in writing to be bound by the provisions of this section.

18. **THIRD PARTY CLAIMS.** In the case of public works contracts CITY will timely notify CONSULTANT of third-party claims relating to this contract. CITY shall be allowed to recover from CONSULTANT, and CONSULTANT shall pay on demand, all costs of notification.

19. **INDEMNITY.**

- 19.1 CONSULTANT shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, arising from CONSULTANT's negligence, fraud, willful misconduct, criminal conduct, errors and omissions, or breaches of contract, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONSULTANT or CONSULTANT's employees, agents, independent

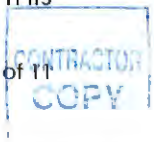
contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

20. **ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.
21. **CONFIDENTIALITY.** During the term of this Agreement, CONSULTANT may have disclosed to it information of a legal and confidential nature, and such information could severely damage CITY if disclosed to outside parties. Except as otherwise required by law, when informed that information is confidential, CONSULTANT will not disclose to any person, directly or indirectly, either during the term of this Agreement or at any time thereafter, any such information or use such information other than as necessary in the course of this Agreement. All documents CONSULTANT prepares and confidential information given to CONSULTANT under this Agreement are the exclusive property of CITY. Under no circumstances shall any such information or documents be removed from CITY without CITY's prior written consent.
22. **ACCOUNTING RECORDS.** CONSULTANT shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONSULTANT's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.
23. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
24. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf



of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

25. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
26. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
27. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.
28. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
29. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
30. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
31. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
32. **NEWS RELEASES/INTERVIEWS.** All news releases, media interviews, testimony at hearings and public comments relating to this Agreement by CONSULTANT shall be prohibited unless authorized by CITY.
33. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this



Agreement (California Government Code section 1090).

34. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

**CITY: CITY OF BAKERSFIELD  
CITY HALL  
1600 Truxtun Avenue  
Bakersfield, California 93301**

**CONSULTANT: MERCURY ASSOCIATES, INC.  
7361 Calhoun Place, Suite 640  
Rockville, Maryland 20855**

35. **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.
36. **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.
37. **TAX NUMBERS.**

CONSULTANT's Federal Tax ID Number 03-0399429  
CONSULTANT is a corporation? Yes X No         
(Please check one.)

[Signatures on Following Page]

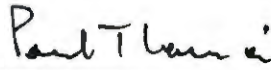


**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the Effective Date.

"CITY"  
**CITY OF BAKERSFIELD**

By:   
**KAREN GOH**, Mayor

"CONSULTANT"  
**MERCURY ASSOCIATES, INC.**


By:   
Type or Print Name: PAUL T. LAURIN  
Title: PRESIDENT

APPROVED AS TO CONTENT:  
**PUBLIC WORKS DEPARTMENT**

By:   
**STUART PATTESON**  
Acting Public Works Director

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By:   
**JOSHUA RUDNICK**  
Deputy City Attorney II

Insurance: 

COUNTERSIGNED:

By:   
**RANDY MCKEEGAN**  
Finance Director

Attachments: **Exhibits A, B**



# EXHIBIT A



## **Request for Qualifications and Proposals (RFQ/P) Consulting Services For Fleet Division Assessment – City of Bakersfield Bakersfield, California**

April 1, 2021

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Firms wishing to be considered for this project should thoroughly read this RFQ/P. Information required to be provided in a Statement of Qualifications (SOQ) is detailed in Section 7. Firms submitting a SOQ must do so in accordance with the requirements of Section 8. As required by Section 11, a signed copy of the enclosed sample agreement must be submitted with a SOQ.

### **SECTION 1. GENERAL PROJECT DESCRIPTION AND REQUIREMENTS**

The intent of this Request for Qualifications and Proposals (RFQ/P) is to solicit proposals from consulting firms qualified to complete an assessment of the City of Bakersfield's (CITY) Fleet Division. The Fleet Division is one section within the Public Works Department. The Fleet Division provides equipment for the majority of the CITY, including for the Police Department, Fire Department, Solid Waste Division, Streets Division, and other divisions with specialized pieces of equipment. Due to the complexity of maintaining many types of equipment, and the dependency CITY operations has on the Fleet Division, the CITY would like an assessment completed with recommendations to ensure the Fleet Division can sustain a high level of service into the future.

Fleet personnel primarily works at the CITY's Corporation Yard, but there are two smaller shops with staff near the Police Administration Building, and at a green waste site that is managed by the Solid Waste Division.

The assessment will provide short-term and long-term solutions that will be prioritized and placed appropriately into a multi-year business plan. More details of the tasks will be defined under Section 3 – Scope of Work.

PROPOSERS responding to this RFQ/P shall show their experience and qualifications necessary to complete the Fleet Division Assessment. PROPOSERS should show their experience completing similar assessments related to fleet divisions, preferably those for public agencies in California.

For any questions during the advertisement of this RFQ/P document, please refer to Section 12 for contact information. Questions will only be accepted no later than 10 calendar days prior to the SOQ submittal deadline.

PROPOSERS responding to this RFQ/P must submit their SOQ to the CITY by **Tuesday, May 4, 2021 at 4:00 PM**. The SOQ will must be delivered to the Public Works Department located at 1501 Truxtun Avenue, Bakersfield, CA 93301. SOQ's submittals shall be addressed to Zac Meyer, Assistant Public Works Director.

There are four attachments included in this RFQ/P: general information form, sample consultant agreement, request for information form, and equipment list.



For the purpose of this RFQ/P, the term “Consultant” and “Firm” are interchangeable and refer to the qualified firm(s) hired to provide the services.

For the purpose of this agreement, the following definitions shall apply:

OWNER is the City of Bakersfield’s Public Works Department.

PROPOSER is a firm which submits a Statement of Qualifications in response to this RFQ/P.

CONSULTANT is a firm hired by the CITY to provide the services described in this RFQ/P.

## **SECTION 2. FEE PROPOSAL**

The PROPOSER shall submit a fee proposal based on the Scope of Work of this project. The fee proposals shall show the costs associated for each task below. Specific information pertaining to each task is further shown in Section 3 – Scope of Work.

Task 1 – Review the Fleet Division’s organization structure and staffing levels.

Task 2 – Evaluate the all the types of equipment that is managed by the Fleet Division.

Task 3 – Evaluate the overall efficiency of Fleet Division operation.

Task 4 – Evaluate the Fleet Division inventory program.

Task 5 – Evaluate the software utilized by the Fleet Division.

Task 6 – Evaluate the Fleet Division’s Equipment Fund as a whole.

Task 7 – Evaluate the Fleet Division’s existing infrastructure.

Task 8 – Evaluate certification pay for fleet employees for self-improvement and efficiency.

Task 9 – Evaluate the working environment for Fleet Division staff as it pertains to self-improvement.

Task 10 – PROPOSER can elect to add additional tasks if the PROPOSER believes it is necessary to the overall assessment of the Fleet Division. PROPOSER shall provide sufficient details for the additional scope of work that is being proposed.

Task 11 – Prioritize and integrate the evaluations, findings, and recommendations on Tasks 1 through 10 into a Final Report.

PROPOSER shall also submit a project schedule with their Fee Proposal to show the length of time it will take for the assessment and final report to be completed.

Request for payment of services shall be billed, with a monthly itemized invoice, to the CITY in accordance with the rates in the firm's schedule of hourly billing rates which is submitted in response to this RFQ/P. The invoice shall be accompanied with a monthly progress report itemized for the work completed in that period. The monthly progress report shall include a

description of activities performed, an estimate of the percent of work completed, and a summary of any problems encountered. Payment will be made for work product that has been delivered to and accepted by the CITY.

The fees shall be held constant throughout the term of this agreement. No “cost of living” or other similar increases of the hourly rates will be allowed. CONSULTANT will be responsible for compensating their employees in accordance with all applicable labor laws and regulations.

### **SECTION 3. SERVICES TO BE PROVIDED BY THE FIRM (SCOPE OF WORK)**

Overall, the CONSULTANT shall complete an assessment of the Fleet Division. The CONSULTANT shall complete the tasks, numbered 1 through 11, listed below. An Equipment list is attached to this RFQ/P document, Attachment #4. The tasks are defined as follows:

1. Review the Fleet Division’s organization structure and staffing levels.
  - a. Evaluate current staff levels, job descriptions and Fleet’s organizational structure. Make recommendations on the number of staff and type of staff needed; such as fewer positions, more positions, or new types of positions.
  - b. Evaluate succession planning within the Fleet Division and make any recommendations for improvement.
  - c. Evaluate the ratio of employees per supervisor and recommend any changes.
  - d. Evaluate the compensation and benefits for each type of Fleet employee and recommend any changes. Use comparisons to similar Fleet operations when possible.
  - e. Evaluate job descriptions to ensure consistency with job duties. Recommend changes to improve descriptions as technology has changed since originally prepared.
2. Evaluate all types of equipment that is managed by the Fleet Division. Recommend any changes if current equipment is obsolete, standardization of equipment or if a different type equipment should be utilized to fulfill an operational need. See Attachment #4 for list and quantity of each type of equipment.
  - a. Evaluate the life-cycle of each type of equipment; from procurement through disposal. Make recommendations that could further maximize the use of each piece of equipment and ensure replacement and disposal program align with best management practices.
  - b. Evaluate procurement practices. Make recommendations that could minimize staff’s time involved with procurement, specification writing, and reviewing specifications to ensure new equipment meets standards.
  - c. Evaluate if a piece of equipment should be maintained by Fleet staff or outsourced for service. This can be dependent of: overall efficiency, reduction of downtime, reduction in costs, or the qualifications and number of Fleet staff.
  - d. Evaluate work order system, from initiation by other using departments through the return of equipment being placed back into service.
3. Evaluate the overall efficiency of Fleet Division operation.
  - a. Evaluate how Fleet staff conducts maintenance and repairs of equipment. Make recommendations that could improve overall efficiency and to ensure best practices are being used. Recommend any changes that could improve safety and reduce the risk of accidents and injuries.



- b. Evaluate the type of tools and technology used by staff. Make recommendations that could increase efficiency.
  - c. Evaluate the efficiency of current work shifts. Recommend any changes that could increase efficiency.
  - d. Evaluate preventive maintenance schedules for equipment to ensure expected lifecycle of equipment is met.
4. Evaluate Fleet Division's inventory program. Make recommendations that could improve the program. Recommend which types of parts should be kept on hand for each type of equipment and that could decrease downtime of equipment during scheduled maintenance or for repair.
5. Evaluate the software utilized by the Fleet Division. FASTER and Crystal Reports are currently used for equipment management and reporting. Make recommendations for other types of software that could be easier and faster to use by Fleet staff, and that would be compatible with other software that is utilized by the Fleet Division.
6. Evaluate the Fleet Division's Equipment Fund as a whole.
  - a. Evaluate how internal fees and rates are calculated.
  - b. Evaluate how replacement costs are calculated.
  - c. Evaluate how overhead costs are accounted for.
  - d. Make any recommendations that could improve items 6-a through 6-c and ensure Equipment Fund has sufficient funding to cover all equipment maintenance and repairs, equipment replacement, and administrative overhead costs.
7. Evaluate the Fleet Division's existing infrastructure.
  - a. Fleet Division works at three locations. Recommend any changes regarding the number of buildings, shop bays, and surrounding areas to increase operational efficiency.
  - b. Evaluate Fleet Division's fueling infrastructure. Currently there are 16 fueling stations, 2 CNG/LNG fuel stations, and 51 remote fuel dispensers managed and maintained by Fleet Division. Make recommendations that could improve fueling operations.
  - c. Evaluate staffing at each facility to ensure appropriate resources are applied for equipment maintained at each facility.
8. Evaluate certification pay for fleet employees for self-improvement and efficiency.
  - a. Encourage staff to obtain Automotive Service Excellence certifications to promote excellence in vehicle repair, service and parts distribution.
  - b. Evaluate other required certifications for fire apparatus service and repairs.
9. Evaluate the working environment for Fleet Division staff as it pertains to self-improvement.
  - a. Evaluate training opportunities.
  - b. Evaluate opportunities to rotate through the Fleet Division to gain experience on different types of equipment.
  - c. Evaluate promotional opportunities.
10. PROPOSER can elect to add additional tasks if the PROPOSER believes it is necessary to the overall assessment of the Fleet Division. PROPOSER shall provide sufficient details for the additional scope of work that is being proposed.

11. Prioritize and integrate the evaluations, findings, and recommendations on Tasks 1 through 10 into a Final Report.
  - a. CONSULTANT shall prioritize all recommendations and program them through a multi-year Fleet Business Plan. The plan will highlight when recommendations should occur and the financial impacts of those recommendations.
  - b. CONSULTANT shall submit a 90% draft of the Final Report to the CITY for review and comments prior to completing the 100% Final Report.

Throughout the duration of these tasks, the CITY expects the CONSULTANT to gather information as needed from other CITY Departments that heavily depend on the Fleet Division for the maintenance and replacement of their equipment.

Progress reports as described in Section 3 are required with each submitted invoice.

The CONSULTANT is required to provide all specific services and satisfy all the requirements for the project as specified in this RFQ/P and as necessary to complete the requirements of this assessment.

#### **SECTION 4. ITEMS AND SERVICES TO BE PROVIDED BY THE CITY OF BAKERSFIELD**

1. The CITY will provide a general description of the project site, its location and boundaries.
2. The CITY will provide copies of CITY's record drawings of existing Fleet facilities if necessary to complete the assessment. The CITY makes no warranty that all record drawings are available.
3. The CITY will provide access to interview Fleet Division personnel, and other CITY personnel to better understand Fleet Division operations.

#### **SECTION 5. TIME SCHEDULE FOR ASSIGNED PROJECTS**

The CONSULTANT shall submit a project schedule with number of hours estimated to complete the project work. The CONSULTANT shall execute the work in a timely manner and in accordance with the submitted project schedule. Work shall begin upon adoption of an agreement between the CITY and the CONSULTANT. The anticipated City Council award date is **June 2, 2021**.

#### **SECTION 6. CONSULTANT'S TEAM**

The CONSULTANT's staff working on this project shall be qualified professionals and shall have the necessary experience, expertise and licenses to complete the assessment and satisfy all the requirements as described in this RFQ/P.

#### **SECTION 7. STATEMENT OF QUALIFICATIONS**

All interested PROPOSERS shall submit a Statement of Qualifications (SOQ) which shall contain at a minimum the following information:

1. The completed General Information Sheet, (refer to Attachment #1). An officer of the PROPOSER must sign this document.
2. A statement of PROPOSER's management principles, procedures and how they will be applied to work performed under this agreement in regards to:
  - a. Development of a project schedule and adhering to that schedule;

- b. Establishment of a cooperative relationship with the CITY;
  - c. Complete and successful performance of all tasks assigned to the CONSULTANT.
3. Name and relevant experience of PROPOSER's principals / project manager(s) who will be responsible for the project.
4. Name and relevant experience of PROPOSER's key personnel who will work on the project.
5. A list of all current projects/assessments, including the amount of PROPOSER's resources allocated to those projects and the completion date of PROPOSER's work at that level of allocation. A similar list shall be provided for each of PROPOSER's subconsultants.
6. A list of comparable projects/assessments on which PROPOSER has been involved during the past five years. The CITY will conduct four reference checks regarding these past projects/assessments. The list should include at least four different clients and should provide the following information for each project:
  - a. Project title, location and description including size of the project;
  - b. Nature of PROPOSER's responsibility;
  - c. Start and end dates of PROPOSER's involvement in the project;
  - d. Names of PROPOSER's key personnel involved in the project;
  - e. Total dollar amount of PROPOSER's contract;
  - f. Name, address and phone number of the project owner;
  - g. Name and address of PROPOSER's client if different from the project owner; and
  - h. Name and phone number of contact person at PROPOSER's client's office.PROPOSER can indicate which of the past four projects/assessments will be flagged for reference checks.
7. A statement of why PROPOSER believes it should be selected for this project.
8. A list of all subconsultants that PROPOSER will be utilizing on this project, if necessary. This list shall include the following information for each proposed subconsultant:
  - a. Name, address, and phone number for subconsultant's office that will be performing work on the project;
  - b. Name and relevant experience for subconsultant's key employees that will be working on this project; and
  - c. Description of work that the subconsultant will perform on the project.If the PROPOSER has multiple offices and proposes to utilize staff from multiple offices for this project, then the following shall apply in regards to this listing of subconsultants: The office submitting a SOQ for PROPOSER shall be considered the CONSULTANT. All other offices of PROPOSER shall be considered subconsultants and shall be included in the subconsultants listing.
9. A list of PROPOSER's claims history since January 1, 2017:
  - a. A list of all claims, demands for arbitration and/or law suits filed by PROPOSER predecessor companies or company officers against project owners or their agents. This list shall include the following information for each claim:



Name of project owner;  
Project completion date;  
Basis for claim;  
Claim or suit amount;  
Current status; and  
Award or settlement amount.

- b. A list of all claims, demands for arbitration and/or law suits filed by project owners, their agents or subconsultants against PROPOSER, predecessor companies, its agents or bonding company in connection with PROPOSER, its officers, its agents or bonding company. This list shall include the following information for each claim:

Name of project owner;  
Project completion date;  
Basis for claim;  
Claim or suit amount;  
Current status; and  
Award or settlement amount.

10. A statement of PROPOSER's current insurance coverage signed by a company official. **Do not** submit a certificate of insurance in lieu of this statement. The CITY requires a minimum of One Million Dollars (\$1,000,000) Professional Liability Insurance, Automobile Liability Insurance, General Liability Insurance, and Workers' Compensation Insurance. If the current coverage does not meet the CITY's minimum requirements, a statement of PROPOSER's ability and intent to obtain the required coverage must be included.

#### **SECTION 8. SUBMITTAL OF STATEMENT OF QUALIFICATIONS (SOQ)**

PROPOSERS responding to this RFQ/P must submit their SOQ to the CITY by **Tuesday, May 4, 2021 at 4:00 PM.**

PROPOSERS responding to this RFQ/P must include in their submittal package the following items:

- Three (3) copies of the firm's SOQ (refer to Section 7 of this RFQ/P), including the "General Information Sheet" (Attachment #1 of this RFQ/P) signed by a company official and a statement of insurance coverage signed by a company official;
- One copy of the firm's Fee Proposal, in a sealed envelope labeled with the company's name and the words "Fleet Division Assessment – City of Bakersfield." All charges for materials, printing, computers, etc., shall be included in the proposal; and
- One signed copy of the draft agreement (refer to Section 11 of this RFQ/P and Attachment #2).

The above submittal items must be placed in a sealed envelope bearing PROPOSER's name and the words

"Statement of Qualifications for  
**Fleet Division Assessment - City of Bakersfield**  
Bakersfield, California."

Before the date and time stated in Section 1 and this section, the submittal package must be delivered to:

Zac Meyer, Assistant Public Works Director

Public Works Department  
City of Bakersfield  
1501 Truxtun Avenue  
Bakersfield, California 93301

The CITY assumes no responsibility for non-receipt of submittal packages due to any delay, including but not limited to, carrier delay. It is the PROPOSER's responsibility to meet the deadline stated above.

Submittals which do not contain the requisite number of copies and all the information requested in the RFQ/P may be considered non-responsive and rejected without evaluation. Submittals received after the deadline or at the wrong location will be considered non-responsive. Fax copies will not be accepted.

### **SECTION 9. SELECTION OF CONSULTANT**

PROPOSERS submitting a Statement of Qualifications (SOQ) for this project must provide in their submittal, verifiable evidence demonstrating that they have considerable current and past experience in complete fleet operations assessments, as stated in Sections 1 and 3 of this RFQ/P.

The CITY will award a contract to one firm after reviewing all the Statements of Qualifications (SOQ) submitted by interested firms. Primary selection process will be based on the CITY's evaluation of the firm's SOQ and the items listed below. Secondary consideration will be based on the CITY's evaluation of the CONSULTANT's fee proposal; which shall not be opened until evaluation of SOQ scores and reference checks of all firms are completed and that the ranking of firms is in order. In no particular order, the following items shall be used for evaluation:

1. PROPOSER's ability to respond in timely manner; such as, submittal of a project proposal for a specific project; availability of the firm to start work on a specific project; and the time needed to complete the project; submittal of a project a schedule as defined in this RFQ/P.
2. PROPOSER's experience and past performance on comparable projects for the CITY and other governmental agencies.
3. Qualifications and experience of key personnel PROPOSER anticipates assigning to this project; including the project manager/leader and support staff.
4. PROPOSER's ability to understand the project requirements as it may be revealed in their proposed method and procedure of study, goals and objectives, and their approach to this project.
5. PROPOSER's overall submittal, subjective statements, and consideration for all items requests in this RFQ/P.
6. Comments received from the CITY's reference checks.

## **SECTION 10. SOLICITATION CAVEAT**

The PROPOSER understands and agrees that the City of Bakersfield shall have no financial responsibility for any costs incurred by the PROPOSER in responding to this Request for Qualifications and shall not be liable for any PROPOSER costs attributed to its own study and assessment of a specific project until the PROPOSER has executed a contract with the City of Bakersfield and has been authorized in writing to proceed. The City of Bakersfield reserves the right to terminate this Request for Qualifications after three (3) days' notice to all prospective PROPOSERS.

The submission of a proposal shall be conclusive evidence that PROPOSER has investigated and satisfied themselves as to the conditions to be encountered, the character, quality and scope of work to be performed, and any municipal and ordinance requirements of the City of Bakersfield.

## **SECTION 11. CONTRACT DOCUMENTS**

A sample copy of the CITY's consultant agreement is included with this RFQ/P as Attachment #2. Please review the agreement carefully. This is the contract the CONSULTANT will be expected to execute without alteration. If any changes are desired, the firm must submit a copy of the requested modifications to the CITY for approval at least ten (10) calendar days prior to the date that SOQs are due. If approved, the CITY will then issue the changes to all prospective PROPOSERS prior to the due date.

As part of its submittal package, an officer of the firm must sign and return a copy of the sample agreement. The signature indicates that the firm accepts the clauses of the contract, including the indemnity clause, as stated in the enclosed sample copy of the CITY's agreement and any modifications thereto issued by the CITY during this solicitation of SOQs. An "Acknowledgment Line" which reads as the following will be found below the signature line of the draft agreement. The officer must review the sample agreement carefully prior to signing the draft agreement.

"PROPOSER's ACKNOWLEDGEMENT: "I have received and reviewed the sample DESIGN CONSULTANT'S AGREEMENT CONTRACT including the INDEMNITY clause which was sent to me with the City's RFQ/P. My signature below shall signify our firm's acceptance of said contract if our firm is selected for awarding a contract for the project as described in said RFQ/P. This acceptance is made with the understanding that the "Compensation" and "Time for Completion" clauses will be modified to contain the amounts and dates established for this contract."

The CONSULTANT shall not be allowed to alter or negotiate contract language after the submittal of CONSULTANT's Statement of Qualifications. Failure to execute the contract without alteration may result in the rejection of the CONSULTANT's proposal and the retaining of a different consultant by the CITY.

At the time of contract execution, the CONSULTANT will be required to provide evidence of insurance coverage (Certificates of Insurance) as specified in the agreement.



**SECTION 12. CONTACTS AT THE CITY OF BAKERSFIELD**

All questions concerning the project, the submittal of a Statement of Qualifications, the CITY's review and evaluation of the SOQ's, and the CITY's selection of a consultant for this project should be submitted in writing and directed to:

Zac Meyer, Assistant Public Works Director  
Public Works Department  
City of Bakersfield  
1501 Truxtun Ave  
Bakersfield, California 93301  
Voice Phone: 661-326-3680  
E-mail: [zmeyer@bakersfieldcity.us](mailto:zmeyer@bakersfieldcity.us)

Attachment #3, "Request for Information Form" should be used when submitting questions.

**SECTION 13. ATTACHMENTS TO THIS RFQ/P**

The following documents are attachments to this RFQ/P:

Attachment #1 "General Information Sheet"  
Attachment #2 "Sample Agreement"  
Attachment #3 "Request for Information Form"  
Attachment #4 "Equipment List"

# ATTACHMENT #4 EQUIPMENT LIST



**BAKERSFIELD**  
THE SOUND OF *Something Better*

Fleet Services Division

Eq #	Year	Sts	Make	Model	Class	Equip Desc	Dept	Fuel Type
				ATTENUATOR	Group Total:	1		
				AUTO, (1)INTERMEDIATE	Group Total:	68		
				AUTO, (2)FULL-SIZE	Group Total:	18		
				BOAT	Group Total:	1		
				COMPRESSOR, RODENT	Group Total:	2		
				COMPRESSOR, STATIONARY	Group Total:	3		
				COMPRESSOR, TRAILER MOUNTED	Group Total:	12		
				CONST, BLOWER, VENTILATE	Group Total:	2		
				CONST, GLOBAL POSITION	Group Total:	2		
				EARTH MVNG, BACKHOE	Group Total:	5		
				EARTH MVNG, BACKHOE BUCKET	Group Total:	12		
				EARTH MVNG, DOZER	Group Total:	3		
				EARTH MVNG, EXCAVATOR	Group Total:	3		
				EARTH MVNG, LOADER ATTACHMENT	Group Total:	5		
				EARTH MVNG, LOADER BUCKET	Group Total:	31		
				EARTH MVNG, LOADER, RUBBER TIRE	Group Total:	20		
				EARTH MVNG, LOADER, SKID & TRACKSTEER	Group Total:	6		
				EARTH MVNG, MOTORGRADER	Group Total:	6		
				EARTH MVNG, TAILGATE SPREADER	Group Total:	3		
				EARTH MVNG, TRENCHER	Group Total:	2		
				FARM TRACTOR DISC & PLOWS	Group Total:	4		
				FARM TRACTOR, INDUSTRIAL	Group Total:	9		
				FIRE, (1)COMMAND CENTER TRUCK	Group Total:	2		
				FIRE, (2)HAZMAT TRUCK	Group Total:	1		
				FIRE, (3)LADDER TRUCK	Group Total:	4		
				FIRE, (4)LIGHT ATTACK TRUCK	Group Total:	3		
				FIRE, (5)PUMPER TRUCK	Group Total:	20		
				FIRE, (6)RESCUE TRUCK	Group Total:	1		
				FIRE, (7)TYPE 3 TRUCK	Group Total:	3		
				FIRE, COMPRESSOR, SURVIVE AIR	Group Total:	2		
				FIRE, LIGHT & AIR TRUCK	Group Total:	2		
				FIRE, RESCUE TOOL	Group Total:	43		
				FLOOR/CARPET CLEANER	Group Total:	8		
				FORKLIFT	Group Total:	10		
				FUEL TANK, PROPANE	Group Total:	1		
				GEN, PORTABLE	Group Total:	10		
				GEN, STATIONARY	Group Total:	34		
				GEN, TRAILER	Group Total:	10		
				HOCKEY, ICE EDGER	Group Total:	2		
				HOCKEY, ICE RESURFACER	Group Total:	3		
				HOCKEY, SCOREBOARD CRANE	Group Total:	1		
				LIGHT PLANT	Group Total:	8		
				MAN LIFT, ARTICULATED BOOM	Group Total:	1		
				POLICE, MOTORCYCLE	Group Total:	8		
				POLICE, MOTORCYCLE, ATV	Group Total:	3		
				POLICE, MOTORCYCLE, QUAD	Group Total:	2		
				POLICE, PARKING ENFORCEMENT	Group Total:	2		
				POLICE, POLICE SPECIAL	Group Total:	302		
				POLICE, SPECIAL SERVICES TRUCK	Group Total:	4		
				POLICE, SUV (1)1/4 T	Group Total:	3		
				POLICE, SUV (2)1/2 T	Group Total:	8		
				PRESSURE WASHER	Group Total:	10		
				PUMP	Group Total:	16		
				PUP, (1)1/4 T	Group Total:	33		
				PUP, (2)1/2 T	Group Total:	180		
				PUP, (3)3/4 T	Group Total:	21		
				PUP, (3)3/4 T, DUMP	Group Total:	3		
				PUP, (3)3/4 T, FLAT BED	Group Total:	2		
				PUP, (3)3/4 T, UTILITY BODY	Group Total:	17		
				PUP, (4)1 T	Group Total:	8		

Eq #	Year	Sts	Make	Model	Class	Equip Desc	Dept	Fuel Type
				PUP, (4)1 T, FLAT BED	Group Total:	10		
				PUP, (4)1 T, UTILITY BODY	Group Total:	13		
				PUP, (5)1 1/2 T, FLAT BED	Group Total:	5		
				PUP, (6)1 1/2 T, UTILITY BODY	Group Total:	16		
				PUP, (7)1 1/2 T, UTILITY BODY - DUMP	Group Total:	14		
				PVMNT, ASPHALT CRACK FILLER	Group Total:	2		
				PVMNT, ASPHALT OIL TRUCK	Group Total:	2		
				PVMNT, ASPHALT PATCH TRUCK	Group Total:	6		
				PVMNT, ASPHALT PAVER	Group Total:	2		
				PVMNT, BREAKER ATTACHMENTS	Group Total:	4		
				PVMNT, CONCRETE GRINDER	Group Total:	2		
				PVMNT, CONCRETE MIXER	Group Total:	1		
				PVMNT, CONCRETE SAW TRUCK	Group Total:	1		
				PVMNT, DIRT COMPACTOR	Group Total:	8		
				PVMNT, PLANNER ATTACHMENT	Group Total:	1		
				PVMNT, PULVERIZER	Group Total:	1		
				PVMNT, ROLLER ATTACHMENT	Group Total:	1		
				PVMNT, ROLLER RUBBER TIRE	Group Total:	3		
				PVMNT, ROLLER SMALL RIDE-ON	Group Total:	4		
				PVMNT, ROLLER STEEL DRUM	Group Total:	2		
				PVMNT, ROLLER WALK BEHIND	Group Total:	2		
				PVMNT, SAW WALK BEHIND	Group Total:	2		
				REFUSE, CHUTE	Group Total:	1		
				REFUSE, CONTAINER	Group Total:	7		
				REFUSE, CONVEYOR	Group Total:	37		
				REFUSE, FRONT-LOADER	Group Total:	21		
				REFUSE, HORIZONTAL GRINDER	Group Total:	3		
				REFUSE, REAR-LOADER	Group Total:	1		
				REFUSE, ROLL-OFF	Group Total:	6		
				REFUSE, SCREEN	Group Total:	1		
				REFUSE, SIDE-LOADER	Group Total:	34		
				REFUSE, SORTING STATION	Group Total:	1		
				REFUSE, TROMMEL	Group Total:	3		
				REFUSE, WINROW TURNER	Group Total:	1		
				SCISSOR LIFT	Group Total:	2		
				SUV, (1)1/4 T	Group Total:	5		
				SUV, (2)1/2 T	Group Total:	85		
				SUV, (3)3/4 T	Group Total:	3		
				SWEEPER, ATTACHMENT	Group Total:	1		
				SWEEPER, PARKING LOT	Group Total:	4		
				SWEEPER, RIDE-ON	Group Total:	2		
				SWEEPER, STREET	Group Total:	19		
				SWEEPER, TURF	Group Total:	8		
				TREE SRVC, STUMP GRINDER	Group Total:	1		
				TREE SRVC, STUMP GRINDER ATTACHMENT	Group Total:	1		
				TRK, ANIMAL CONTROL	Group Total:	6		
				TRK, BUCKET - ELECTRIC SERVICE	Group Total:	13		
				TRK, BUCKET - TREE SERVICE	Group Total:	1		
				TRK, CAMERA SEWER INSPECTION	Group Total:	1		
				TRK, DERRISCK DIGGER	Group Total:	1		
				TRK, DUMP, 12-14 YRD	Group Total:	9		
				TRK, DUMP, 18 YRD	Group Total:	3		
				TRK, DUMP, 5-7 YRD	Group Total:	7		
				TRK, DUMP, HIGH CUBIC	Group Total:	3		
				TRK, DUMP, SUPER DUMP	Group Total:	6		
				TRK, FLEET SERVICE TRK	Group Total:	3		
				TRK, GRAFFITI	Group Total:	6		
				TRK, HYDROCRANE	Group Total:	1		
				TRK, KNUCKLE BOOM	Group Total:	3		
				TRK, LINE MARKING	Group Total:	11		
				TRK, PUP 1 1/2 T CONE BODY	Group Total:	4		
				TRK, PUP 1 1/2 T FLAT BED, CREW CAB 4X4	Group Total:	2		
				TRK, ROAD TRACTOR	Group Total:	4		
				TRK, RODDER, COMBO	Group Total:	4		
				TRK, RODDER, JETTER	Group Total:	5		
				TRK, STAKE BODY, DUMP/BRUSH	Group Total:	6		
				TRK, WATER	Group Total:	4		
				TRLR, ANIMAL TRANS	Group Total:	1		
				TRLR, ATTENUATOR	Group Total:	1		
				TRLR, BLEACHERS	Group Total:	4		
				TRLR, BOAT	Group Total:	1		



Eq #	Year	Sts	Make	Model	Class	Equip Desc	Dept	Fuel Type
				TRLR, BOMB DISPOSAL	Group Total:	1		
				TRLR, BOX VAN	Group Total:	4		
				TRLR, CABLE	Group Total:	1		
				TRLR, CONCESSION	Group Total:	1		
				TRLR, DROP DECK	Group Total:	2		
				TRLR, DUMP	Group Total:	2		
				TRLR, FIRE SPECIAL	Group Total:	3		
				TRLR, FIRE TRAINING	Group Total:	3		
				TRLR, FLAT BED	Group Total:	30		
				TRLR, GOOSENECK	Group Total:	5		
				TRLR, IMPLEMENT	Group Total:	8		
				TRLR, LOWBOY	Group Total:	3		
				TRLR, MESSAGE BOARD	Group Total:	3		
				TRLR, MISC	Group Total:	10		
				TRLR, MOBILE SOUND	Group Total:	1		
				TRLR, OFFICE	Group Total:	3		
				TRLR, PORTABLE RESTROOM	Group Total:	3		
				TRLR, PORT-A-POTTY	Group Total:	12		
				TRLR, RADAR	Group Total:	6		
				TRLR, RESCUE FALL PROTECTION	Group Total:	2		
				TRLR, SECURITY CAMERA	Group Total:	1		
				TRLR, SLUDGE	Group Total:	4		
				TRLR, TRASH PICKUP	Group Total:	2		
				TRLR, UTILITY BODY	Group Total:	24		
				TURF, AERATOR	Group Total:	2		
				TURF, BUNKER RAKE	Group Total:	1		
				TURF, DE-THATCHER	Group Total:	5		
				TURF, ELECTRIC CART	Group Total:	12		
				TURF, FLAIL MOWER PULL BEHIND	Group Total:	8		
				TURF, GOLF CART	Group Total:	5		
				TURF, RIDING MOWER 128 INCH	Group Total:	7		
				TURF, RIDING MOWER 42 INCH	Group Total:	3		
				TURF, RIDING MOWER 60 INCH	Group Total:	20		
				TURF, SOD CUTTER	Group Total:	1		
				VAN, (1)MIDSIZE PASSENGER	Group Total:	7		
				VAN, (2)MIDSIZE CARGO	Group Total:	1		
				VAN, (3)1/2 TON 7 PASSENGER	Group Total:	1		
				VAN, (4)3/4 TON	Group Total:	12		
				VAN, (5)1 TON	Group Total:	3		
				VAN, (6)1 1/2 TON	Group Total:	1		
				WATER, VALVE EXCERCISER	Group Total:	2		
				WELDER	Group Total:	10		
					Eq Count:	1703		

## **EXHIBT B**

Fee Proposal in Response to RFQ/P  
to Conduct a

# **Fleet Division Assessment**

for



# **BAKERSFIELD**

May 2021

# **MERCURY**

# MERCURY

May 4, 2021

City of Bakersfield  
Public Works Department  
Attn: Zac Meyer, Assistant Public Works Director  
1501 Truxtun Avenue  
Bakersfield, CA 93301

Dear Mr. Meyer:

Mercury Associates, Inc. is pleased to submit this Fee proposal to accompany our separate Technical proposal in response to the City's Request for Qualifications and Proposals (RFQ/P) to conduct a Fleet Division Assessment.

I will be the principal point of contact for all matters relating to this proposal and can be reached at 913-568-5837 or at [tyankovich@mercury-assoc.com](mailto:tyankovich@mercury-assoc.com). We appreciate being given the opportunity to offer our services to the City of Bakersfield and look forward to hearing from you. Our proposal will remain valid for 120 days from the date submitted.

Very truly yours,



Tony Yankovich  
Managing Director



## **PROJECT FEES**

Our proposed fixed fee for performing the work associated with the tasks identified in our Work Plan is \$119,740. This amount includes all professional services and out-of-pocket expenses and does not include the optional Task 10. The hours and fees by proposed work plan task and project team member, as well as the pricing for the optional task, are shown in the Detailed Project Budget table on the following page.

We recognize that this is not an insignificant amount of money for the City to spend on a consulting project. We also realize that some respondents to this RFQ/P may propose to conduct a cheaper, less comprehensive study, but we believe that an “apples-to-apples” comparison of the details of our proposal, our extensive fleet experience, and the quality of senior professionals assigned to this project with that of any other respondent will show that Mercury is offering the City a level of value for money that is second to none.

That said, please be assured of our willingness to discuss modifications to our proposed approach to the project and level of effort if we have misunderstood the requirements of the RFQ/P.

We will submit progress payment invoices to the City monthly for the estimated percentage of work completed on each work plan task through the end of the prior month. Our standard payment terms are Net 30, and payment can be made by check, EFT, or credit card.

## DETAILED PROJECT BUDGET

		Hourly Rate		\$225		\$205		\$175		\$150	
Task	Description	Project Director		Project Manager		Technical Analyst		Analyst		Total	
		Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees
1	Review organization structure and staffing levels		\$ -	16	\$ 3,280	32	\$ 5,600	64	\$ 9,600	112	\$ 18,480
2	Evaluate fleet size and composition		\$ -	8	\$ 1,640		\$ -	64	\$ 9,600	72	\$ 11,240
3	Evaluate overall Fleet Division operation		\$ -	40	\$ 8,200	124	\$ 21,700	32	\$ 4,800	196	\$ 34,700
4	Evaluate Fleet Division inventory program		\$ -	4	\$ 820	16	\$ 2,800		\$ -	20	\$ 3,620
5	Evaluate software used by the Fleet Division		\$ -	4	\$ 820	24	\$ 4,200		\$ -	28	\$ 5,020
6	Evaluate the Fleet Division's Equipment Fund		\$ -	16	\$ 3,280		\$ -	80	\$ 12,000	96	\$ 15,280
7	Evaluate the Fleet Division's infrastructure		\$ -	16	\$ 3,280	24	\$ 4,200		\$ -	40	\$ 7,480
8	Evaluate certification pay and self-improvement		\$ -	8	\$ 1,640	16	\$ 2,800		\$ -	24	\$ 4,440
9	Evaluate Fleet Division's working environment opportunity		\$ -	12	\$ 2,460	12	\$ 2,100		\$ -	24	\$ 4,560
10	Optimal replacement cycle analyses (optional)		\$ -	40	\$ 8,200		\$ -	160	\$ 24,000	200	\$ 32,200
11	Develop project deliverable	8	\$ 1,800	24	\$ 4,920	40	\$ 7,000	8	\$ 1,200	80	\$ 14,920
	<b>Total Excluding Optional Task 10</b>	<b>8</b>	<b>\$ 1,800</b>	<b>148</b>	<b>\$ 30,340</b>	<b>288</b>	<b>\$ 50,400</b>	<b>248</b>	<b>\$ 37,200</b>	<b>692</b>	<b>\$ 119,740</b>
	<b>Total Including Optional Task 10</b>	<b>8</b>	<b>\$ 1,800</b>	<b>188</b>	<b>\$ 38,540</b>	<b>288</b>	<b>\$ 50,400</b>	<b>408</b>	<b>\$ 61,200</b>	<b>892</b>	<b>\$ 151,940</b>