REQUEST FOR PROPOSALS

FOR

FLEET MANAGEMENT SYSTEM SOFTWARE

FOR THE
CITY OF DULUTH, MN
FLEET MAINTENANCE DIVISION
DEPARTMENT OF PUBLIC
ADMINISTRATION

RFP Package Available Electronically at:
http://www.duluthgov.info/db_frames/bid_information.cfm

or

Purchasing Division
411 W 1st St, Rm 100
218-730-5340

For questions regarding this RFP
please contact the Purchasing Office
via e-mail purchasing@duluthmn.gov

Proposals must be received at the Purchasing Office
by 2:00 PM, Friday, July 31, 2015

Request for Proposals

Fleet Management System Software

Sealed proposals in response to the Request for Proposals for Fleet Information Management System Software (FIMS) will be received via mail or may be dropped off in person at the Purchasing Office, City Hall Room 100, no later than 2:00 PM CST on Friday, July 31, 2015.

The City of Duluth, MN invites proposals from qualified vendors that possess outstanding qualifications, experience and knowledge to provide fleet management system software to replace the current legacy system. The specific services requested in this Request for Proposals (RFP) are detailed in Section II Scope of Work.

Note: There will be an optional pre-bid conference call at 10:00 AM CST on July 2, 2015. Vendors are strongly encouraged to participate in this pre-bid conference call.

To obtain the conference call number, send an email to Tom Anderson, tanderson@duluthmn.gov by June 26, 2015.

The top two or more bidders will be invited to a give a two hour demonstration of the software and proposal either live or remotely.

Table of Contents

SECTION I – BACKGROUND AND GENERAL INFORMATION

A. FLEET MANAGEMENT OVERVIEW

The Fleet Maintenance division currently maintains approximately 900 vehicles and pieces of equipment ranging from fire apparatus and street maintenance vehicles to small equipment. The division generates approximately 3267 work orders annually. The division is staffed with 12 service employees including 2 light duty mechanics, 6 heavy duty mechanics, 2 welders, and 2 support/lead workers operating five days per week. Additionally, a Maintenance and Supply Services Manager oversees the Fleet division operations, with support from a Fleet Assistant, a Storekeeper and an Assistant Storekeeper. The Fleet division supports all city departments including, Fire, Police, Parks and Recreation, Public Works and Utilities and administrative department vehicles.

B. CURRENT SYSTEM OVERVIEW

The Fleet division currently utilizes a legacy in house built system that was put in place into use in 2004. This system tracks vehicle assets, fuel costs, as well as the work orders and maintenance associated with those assets. The system lacks some functionality and reporting that are incorporated into pre-built third party FIMS.

Invoices for parts and outside services are entered into and paid through the City's finance management system (New World Systems - Logos .Net). All purchase orders are processed, issued and paid through the finance system.

The City's fleet fuels off site at commercial fueling locations using fuel cards. The fuel card data is downloaded from the commercial fuel vendor and imported into the current Fleet Management system monthly. Fire apparatus' and off-road diesel vehicles fuel at bulk fuel sites located at various locations, as well as Holiday Station Stores. Bulk fuel data is recorded through written logs.

The Fleet division operates as an internal service fund. Department staff have view access to the current Fleet Management system to review monthly charges, print or export reports of their monthly charges, or inquire into the detail of specific work orders for their department. A monthly report of all charges is produced for the City's Finance department, who then handles the charges to each department for its maintenance, repairs, and fuel.

The current system has more than 40 users active in the system with varying levels of system access and permission from view only to system configuration rights.

C. TECHNOLOGY STANDARDS

The following technology standards are in place with the City and it is expected that the new fleet management system software will be compatible with these standards:

- System Software: Windows 7/8
- Servers: Microsoft Server 2012; Microsoft SQL 2012 R2; Virtualized Environment
- Network Protocol: TCP/IP

D.   PROJECT DRIVERS

The City of Duluth has examined its current fleet operations and has identified fundamental considerations that are driving it to focus on replacing its current fleet management system:
- The current system is outdated, it is essentially operating in the same configuration as when the system was built
- An effort go paperless and reduce redundant data entry
- Improve vehicle and equipment life-cycle analysis and replacement forecasting
- Assist the garage in scheduling preventative maintenance
- Facilitate inventory control
- Adopt newer technology

SECTION II – SCOPE OF WORK

This RFP Scope of Work is only for the installation, implementation, and training of the fleet management software solution as outlined below. The City is seeking data conversion services for asset inventory, work orders, and fuel information for all active vehicles and equipment, depending upon the conversion cost, as well as the benefit in doing so. The City may consider a review of current business practices as part of this RFP.

A.   GENERAL REQUIREMENTS

The City of Duluth intends to acquire and implement a fleet management solution that will meet present and future needs. The system provider must specify all required hardware, software and professional services offered for the proposal. The City will separately purchase any required hardware (i.e. server and storage infrastructure, computers, tablets, bar code scanners, bar code printers).

B.   SOFTWARE FEATURES

Exhibit A provides a table that depicts the features, components and technical requirements identified in the scope for this proposal. The City is considering either web-based software or windows based software. As a general guideline the City would like to see the following features/modules in a fleet software solution:

- Vehicle/Equipment Asset Management
- Preventative Maintenance Scheduling/Tracking
- Work Orders – Paperless Shop
- Mechanic/Driver Tracking
- Parts Inventory
- Capital Management
- Third Party Systems Interfaces
- Reports

C.   PROJECT MANAGEMENT AND IMPLEMENTATION

The successful bidder shall assign a single project manager dedicated and available for the entire duration of the project. The project manager will be the main contact for all communications during the implementation phase. The City will designate an IT resource and a Fleet resource to co-manage the project and facilitate the implementation process with the City.

The proposal response must detail the project management services that will be offered.

The City of Duluth requires that each bidder prepare a detailed implementation plan outlining the required tasks, estimated hours, responsibility, major deliverables and timing. This plan should also outline technical support and training as part of implementation.

D.   INTERFACES WITH THIRD PARTY SOFTWARE

It is anticipated that the fleet management software will have the ability to import data from our fuel card vendor, Holiday Station Stores. The fuel data is available through a fixed format file that is sent to the City with the monthly invoices on the 1st of each month.

Additionally, fleet software should be able to create an output file from the parts inventory to upload batch invoices or purchase orders in the City's financial system, New World Systems Logos .Net. File specifications are available upon request.

E.   ANNUAL MAINTENANCE AND SUPPORT

As part of the software purchase, the City expects to have software maintenance, support services, and application upgrades as part of the annual maintenance costs.

Support Services should include but not be limited to the following:

- Free telephone and email technical support
- Free web portal for incident reporting and tracking
- Online application documentation

SECTION III – RFP GUIDELINES AND SCHEDULE

A.   GENERAL REQUIREMENTS

The City of Duluth requires a fixed price for the software licensing along with a not to exceed threshold for implementation services, to be billed as incurred. Please provide your data conversion rates as well. The vendor is expected to complete the work at or below the negotiated price.

B.   QUESTIONS

Questions should be directed via email to purchasing@duluthmn.gov. Deadlines to submit questions will be July 10, 2015. Responses to submitted questions will be issued in an addendum to the RFP, and posted on the City website no later than July 17, 2015.

C.   PRE-BID CONFERENCE

There will be an optional pre-bid conference on July 2, 2015 at 10 AM CST. To obtain the call number, send an email to Tom Anderson at tanderson@duluthmn.gov by June 26, 2015.

D.   SUBMISSION OF PROPOSALS

Your sealed proposal must be received in the Purchasing office no later than 2:00pm CST, July 31, 2015.

Information must be furnished complete, in compliance with the terms, conditions, provisions and specifications of the Request for Proposals.

The proposal must be signed by an official authorized to bind the company to its provisions.

The City reserves the right to declare as non-responsive and reject any proposal in which material information requested is not furnished or where there are indirect or incomplete answers.

Proposals shall be for the total net price including all applicable taxes, shipping and charges.

Proposals must remain valid for a minimum of 120 days or until a contract is executed.

E.   CONTRACT

Bidders should be aware of the City's standard contract terms and conditions in preparing their response. A sample of the City of Duluth Agreement for Professional Services is attached for reference as Exhibit B. Bidders who wish to negotiate any of the terms, conditions or language in the contract, must indicate those exceptions by including a redlined version of the sample agreement with their response to the RFP.

Regardless of any objections set out in its proposal, the Bidder must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in Exhibit B. The City reserves the right to reject any proposal that is conditioned on the negotiation of the standard terms and conditions set out in Exhibit B.

The City, in its sole discretion, may undertake negotiations with Bidders whose proposals, in the judgment of the City, show them to be qualified, responsible and capable of performing the Project.

F.   *PROPOSAL POSTPONEMENT AND ADDENDUM*

The City of Duluth reserves the right to revise or amend the specifications or any other part of the proposal. Any changes will be announced via addendum, which will be sent to all prospective bidders and posted on the City website. A signed copy of the addendum(s) must be submitted with your proposal to verify acknowledgement of receipt. The proposal closing will be at least five working days after issuance of the last addendum.

G.   *AWARD*

The City of Duluth reserves the right to reject any and all proposals, to waive any informality in the proposals, and to accept the proposal that appears to be in the best interest of the City.

In determining and evaluating the best proposal, price will not necessarily be the deciding factor, instead quality, efficiency, utility, general terms, and suitability of the services offered will be considered as well. Percentages for scoring will be as follows:

Cost	30%
System Requirements/Functionality	35%
Implementation Services, Training, References, etc.	35%
TOTAL	100%

The winning bidder shall submit to the City a signed services agreement with appropriate insurance documents before the commencement of work.

H.   *INSURANCE*

Consultant shall obtain and maintain for the Term of this Agreement the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota.

    i.   Public Liability and Automobile Liability Insurance with limits not less than **$1,500,000** Single Limit, shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, and Contractual Liability. **City of Duluth shall be named as Additional Insured by endorsement** under the Public Liability and Automobile Liability, or as an alternate, Consultant may provide Owners-Contractors Protective policy, naming himself and City of Duluth. **Upon execution of this Agreement**, Consultant shall provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included.

    ii.   Professional Liability Insurance in an amount not less than $1,500,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, 60 days' notice prior to any cancellation or modification shall be required; and in such event, Consultant agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the City, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the

period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.

iii. Consultant shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance.

iv. A certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.

v. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Bidders's interests and liabilities.

I.   CONTACTS

Amanda Ashbach
City Purchasing Agent
411 W 1st St Rm 100
Duluth, MN 55802
purchasing@duluthmn.gov

J.   ESTIMATED SCHEDULE

Item	Date
RFP Issue Date	June 19, 2015
Pre-Bid Telephone Conference	July 2, 2015
Final Date for Written Questions	July 10, 2015
City Responses to written questions	July 17, 2015
Proposals Due	July 31, 2015
Evaluation and Short List Selection	Week of August 3, 2015
Demonstrations	Week of August 10, 2015
Anticipated Award Date	Week of August 17, 2015
Anticipated Project Start	October 5, 2015

SECTION IV – RFP EVALUATION

The City of Duluth will evaluate all proposals deemed responsive to this request by an evaluation panel selected by the City.

The intention of the City is to procure a functionally complete and cost-effective Fleet Management system. Responses to this RFP will be evaluated and scored according to the following criteria:

- Overall responsiveness to and compliance with the Request for Proposal.
- Bidders capability and experience with providing and implementing a fully functional fleet management system that fits the needs for the City
- Functionality, performance and ease of use of software and interfaces, including databases, PC and hosted applications, system reports
- On-going support proposal

- Cost
- References

The top two or more bidders will be asked to provide a software demonstration, in-person to City staff. The City will not be responsible for any costs incurred for providing the demonstration.

SECTION V – RFP RESPONSE REQUIREMENTS AND FORMAT

Please use the following format to structure your RFP response. Your response should include each section detailed below in the order presented.

A. COVER PAGE

The proposal cover page must include the company name, company representative name, title, and contact information. The proposal must be signed by an official authorized to bind the company to its provisions.

B. COMPANY BACKGROUND AND EXPERIENCE

This section should provide the following:

- A brief history of the company
- Major products and services offered
- Experience performing work as outlined in the RFP
- Number of clients who use company's fleet management software

C. PROJECT WORK PLAN AND SCHEDULE

Proposal should include a suggested work plan and schedule from the time of contract execution to post go-live.

D. SYSTEM DESCRIPTION AND FUNCTIONALITY

The bidder should provide a brief overview of the system including its description and functionality. Include equipment (bar code scanners, tablets, etc.) the City would need to have to take full advantage of the functionality of the software. Any hardware or equipment required (other than the software) will be procured under a separate agreement/purchase order.

E. ANNUAL SOFTWARE MAINTENANCE, UPDATES, AND SUPPORT

The bidder should outline the services and support provided post go-live.

F. COST PROPOSAL

Provide a total cost proposal that includes:
- Software purchase
- Systems interfaces
- Project management, implementation services (hours, price per hour, travel expenses)
- Annual maintenance/licensing
- Total Price

G.   CLIENT REFERENCES

Provide a list of five references from municipal clients. Include contact name, phone number, agency date of implementation, and size of vehicle fleet.

H.   EXHIBIT A: FLEET MANAGEMENT SYSTEM FEATURES

Fill out Exhibit A and provide comments as necessary on each of the specifications

EXHIBIT A: FLEET MANAGEMENT SYSTEM AND SUPPORT FEATURES

Below are the basic features the City would like in a fleet management system. There may be additional features not listed that the vendor could provide.

*Denotes a mandatory item
#Denotes a desired item
^Denotes an optional item

Please respond fully to each item as indicated below:

	Features/Components	Yes/No	Comments
1. General System Requirements for either web-based or windows based software			
a.	*Operate on Microsoft SQL Server 2012 R2 platform		
b.	*Operate on Windows 7/8 or newer		
c.	*Ability to operate in a virtualized server		
d.	*Multi-level security based on user permissions		
e.	*Must comply with City of Duluth security		
f.	*Vendor access will be controlled by City of Duluth IT using approved access methods/software		
g.	*System needs to operate in a real-time mode – all files affected by a transaction are updated at the time of the transaction		
h.	*Capable of interfacing with multiple third party applications such as fuel management and financial software		
i.	#Web browser interface		
j.	*Support use on tablets, iPads, iPhones, or smart		
k.	*Wireless must follow City of Duluth standards or		
l.	*Citrix compatible		
m.	*Graphical user interface must be user		
n.	*System should be an off the shelf package with user definable configuration allowing flexibility		
o.	#Automatic email capabilities based on User-defined criteria.		
p.	*Provide easy navigation between functions (i.e. work orders/parts/vehicle		
q.	*Ability to easily drill down to other modules/fields of the software		

	Features/Components	Yes/No	Comments
r.	*Ability to have a separate database instance for testing purposes		
s.	#Templates available for addition of		
t.	*Vehicle search capability - including but not limited to the following – by Year,		
u.	*Must include a closed work order scan		
v.	*Parent/Child capability must exist to order to track associated equipment attached to vehicles (plows, wings, compressors, etc.)		
w.	*System must allow asset transfer from one fleet client to another		
x.	#System should house a catalog of standard vehicles along with the options for		
y.	#System should provide tracking of vehicles from cradle to grave (including retirement auction and amount received)		
z.	#Please list the total number of attributes, including user defined fields supported in your system along with information on		
aa.	#System must be able to associate a VIN to a license plate		
bb.	#System must track licensing, registration, plate management, license renewal, etc.		
cc.	#System must include the ability to schedule license tab renewal		
dd.	*Ability to interface with New World Logos .Net Financial system for General Ledger Fund Accounts, Departments,		
ee.	*Ability to interface with Holiday Station Store application for fuel card tracking, transaction, and fuel management data		
ff.	*System needs to integrate with a document management system for storage of		
gg.	*System needs to maintain at least seven years of history for data retention		
hh.	*System needs to have a catastrophic		
ii.	*System must have ability to receive inventory for assets, parts, etc.		
jj.	*System must have ability to manually		
kk.	*System must have the ability to batch process invoices and receipting, along with		
ll.	#System must have the ability to track		
mm.	*System must have the ability to track all aspects of the repair history		
nn.	#System must have the ability to manage recalls and bulletins		

	Features/Components	Yes/No	Comments
oo.	#System must have tire management		
pp.	#System should have a robust Incident and Accident management tracking system with the capability to store or link to photos, accident reports, estimates, etc. The expenses for accident repairs should be able to be separated from general repairs. If the vehicle is removed from service the disposal details (salvage value, date of disposal, etc) need to be captured in the system. Reporting capability must exist to track number of incidents and related costs with ability to break down to the department and vehicle levels.		
2. Vehicle/Equipment Inventory:			
a.	*Set up vehicles/equipment by asset		
b.	*Department field		
c.	*Department sub-field (Division)		
d.	*General Ledger Accounting Code - Allocation (000-000-		
e.	*Year, Make, Model Fields		
f.	*Purchase Order Number		
g.	#Purchase Price		
h.	#Vendor		
i.	#Leased/Owned		
j.	*Customizable vehicle classifications (based on GVW)		
k.	*Sub Class (Overall description 1 ton truck, sedan)		
l.	*Description		
m.	*Color		
n.	*Placement/Location		
o.	*VIN/Serial Number		
p.	*Odometer –Select miles/hours		
q.	^Driver Assigned to Vehicle		
r.	*Fuel Card Number		
s.	*Actual Rate/Rental Rate		
t.	#Charge Back Rate		
u.	^GPS		
v.	#Purchase Date		
w.	#Purchased New/Used/Rental		
x.	*In-Service Date		
y.	^Sold Date		
z.	^Auction Price		
aa.	#Useful Life		

	Features/Components	Yes/No	Comments
bb.	^Replacement Year		
cc.	*Main Engine Make, Model, Serial #, Cyl #, Liters, Horsepower, Fuel Type		
dd.	#Aux Engine Make, Model, Serial #, Cyl #, Liters, Horsepower, Fuel Type		
ee.	#Empty Vehicle Weight		
ff.	#Body Type		
gg.	#Body Manufacturer, Model,		
hh.	#Brakes Front and Rear (Pads, Rotors, Shoes, Drums, Brake Chambers, Slack		
ii.	#Front and Rear Axle Make, Model, Capacity, Code		
jj.	*Tires (Brand, Size, Ply, PSI)		
kk..	*Gross Vehicle Weight		
ll.	*Fuel Type		
mm.	#Fuel Tank Capacity		
nn.	*Transmission Make, Model, Serial #, Code, PTO		
oo.	*Wheelbase		
pp.	#Track parts specific to vehicle (tire size, filter type, lights, brakes, etc)		
qq.	*License Plate #		
rr.	*Title Number		
ss.	#Customizable fields for inspections, misc. permits		
tt.	*Photos/Document attachment		
uu.	*Warranty Tracking - Parts and Service		
vv.	*User Defined Fields – at least 20 fields with at least 100 characters each		
ww.	*Ability to assign peripherals/smaller equipment to vehicle		
xx.	^Ability to see pending PM and scheduled repairs upon opening asset record		
yy.	^Ability to group or categorize assets to help schedule PM		
zz.	*Ability to track state inspections, annual renewals or any other site-specific inspections		
aaa.	#Ability to track accidents		
3. Capital Asset Management			
a.	#Provide a vehicle replacement screen that calculates replacement based on user defined criteria		

	Features/Components	Yes/No	Comments
b.	*System must identify vehicles for replacement, along with detailed lifecycle cost and total cost of ownership reports		
c.	#Ability to access depreciation, salvage value, remaining months of useful life, repair costs, fuel costs, life to date on screen or through a report		
d.	#Ability to track vehicles out of service and/or sold through auction		
e.	*System must allow recycling of unit numbers, yet allow for historical data to remain intact		
f.	*Vehicle Type (V) Vehicle (E) Equipment		
g.	*Vehicle Assigned Allocation/Fund		

4. Preventative Maintenance Scheduling

a.	*User Defined Fields – at least 15 fields with at least 40 characters each		
b.	*Ability to track standard PM information in addition to (including but not limited to) Last PM Mileage, Last PM Date, Next PM Date, Next DOT Date, etc.		
c.	*View/Modify PM schedule		
d.	^Ability for departments to request and/or schedule preventative maintenance or repair services, as well as track progress		
e.	#Automatic PM triggered by user defined Parameters/criteria		
f.	#Auto-notify end users and shop of PM due, as well as Special Order Parts received		
g.	^System calendar used to schedule or have ability to interface with Microsoft Outlook calendar		
h.	*Create standardized PM schedules		
i.	^Ability to convert PM into work order and assign mechanic		
j.	^Customizable job lists, parts required for PM types, tied to asset number		
h.	*PM Lists (Oil, Air, Primary Fuel, Secondary Fuel, Fuel Separator, Coolant Filter, Air Compressor Filter, Transmission Filter, Hydraulic Filter, Power Steering Filter, Air Drier, Cabin Air, etc.		

Features/Components	Yes/No	Comments
5. Work Orders		
a. *Use of VMRS codes for work orders		
b. *Easy drill down to parts inventory to attach parts to work orders, or based on bar code reader		
c. *Ability to add work order reason codes		
d. *Must contain a work order priority status		
e. ^Ability to create checklists and activities as part of work order		
f. *Ability to add parts via bar code scanner		
g. *Ability to add multiple PM items to work order		
h. #Ability to create/store template work orders		
i. #Track active work hours on the job		
j. ^Save/remember routine processes-parts for work orders		
k. #Special Order Parts Reminders		
l. *Ability to auto create work orders based on user defined criteria		
m. ^Remember parts used from previous work orders and alert if parts not in stock		
n. ^Outside vendor tracking, including costs		
o. *Ability to mark up prices, as needed on work orders		
p. *Ability to print work orders - contents to be determined during implementation process		
6. Parts/Supplies Inventory		
a. *Must be able to accommodate current bin locations which are 10 character alpha-numeric in length		
b. #Must be able to accommodate and track parts in 3 separate bin locations		
c. *Part number fields at least 25 character alpha-numeric in length		
d. *Part description field at least 45 characters in length		
e. s/Manufacturer field		
f. *Cost structure based on FIFO		
g. *Must be able to adjust parts in and out of inventory by exception		

	Features/Components	Yes/No	Comments
h.	*Barcoding system able to produce in house barcodes that include P/N, description, and bin location, and able to read manufacturer's UPC codes.		
i.	*Ability to Track Parts, average moving costs, locations, min/max quantities		
j.	*Display parts on order or back order		
k.	*Generate stock orders automatically based on user defined re-order points and/or quantities		
l.	*Historical inquiry capability for up to a minimum of 10 vendors for each P/N with corresponding cross reference numbers and last price in		
m.	#Parts warranty tracking based on any of the following: miles, hours, months, Vehicle ID, Unit #, Part #		
n.	*Rolling part number changes without effecting historical sales		
o.	*Track w/ability to search orders based on Part Number, PO, Vendor, and Date		
p.	#Search inventory capability by (including but not limited to) part number, cross-reference number, vendor, stock status, bin location, description, vehicle make, model, year, or key word		
q.	*Ability to set parts as stock or non-stock		
r.	#Capability for tracking return/date tracking as well as appropriate client billing adjustment		
s.	*Capability to set price manually on any inventory or non-inventory parts		
t.	*Ability to attach multiple ID pictures to parts records		
u.	#Ability to issue parts to departments without generating a work order		
v.	*Ability to generate stocking guides and orders based on user defined criteria		
w.	*Ability to track vendor number (currently 4 digit numeric field)		
x.	#Ability to associate parts to asset number(s)		
y.	*Ability to mark up prices, as needed on work orders		

Features/Components	Yes/No	Comments
z. *Ability to track vendors including, address, vendor number, contact information (name, phone, fax, email,		
aa. ^Ability to track vendor account terms including discounts, contract 3, Tax ID, sales history, annual PO#, PO budget information, due dates		
bb. *Ability to export invoice from vendors into New World Logos .Net Financials		
cc. *Purchase order integration with New World Logos .Net Financial system		
dd. *Full integration with work order system		
7. Mechanic Time Tracking		
a. #Active hours/inactive hours		
b. #Scheduling		
c. ^Certifications		
d. *Hourly Rates		
e. #Separate login for mechanics either through computer on shop floor or their own mobile option		
8. Other Employee Tracking		
a. ^Employees assigned to vehicle		
b. ^Commercial driver's license tracking auto		
c. ^Other certifications		
9. Fuel Management		
a. ^Input miles/hours, gallons, date, costs of fuel, ties with PM schedule		
b. *Ability to manually edit/enter odometer readings		
c. *Support manual entry of fuel transactions		
d. *Ability to interface with and import data from the Holiday Station Store fuel software for fuel card tracking of all fuel transactional data		
e. *Ability to make Fuel Corrections		

	Features/Components	Yes/No	Comments
10. Reports			
a.	*Provide a list of available pre-built reports including but not limited to general fleet management such as lifecycle management, asset utilization, life-to-date, year-to-date, monthly financial reports for each cost type aggregated by fleet client and total fleet, fuel use, repair history, parts/vehicle inventory, mechanic hours, user defined obsolescence, exception reports, parts usage reports, etc. Reports should be provided in both summary and detail.		
b.	#Multi-level reporting on vehicles with select capability by asset, client, etc (including all attributes)		
c.	*Transaction history report including number, date, description, vendor, amount, PO#, price		
d.	*Inventory balance and general use reporting		
e.	*Inventory Adjustment capability		
f.	*Historical listing of parts used		
g.	#Ability to provide a "report card" consisting of key performance indicators (KPIs) for regular review and action for individual departments, as well as the Fleet service center		
h.	#Ability to save criteria in ad-hoc or pre-built reports for routine reports		
i.	#Ability to view reports on screen before printing		
j.	#Ability to create robust ad-hoc reports		
k.	*Ability to produce reports/prints by the following criteria, including but not limited to: pricing and usage for parts issued, vendor, parts receipt, auto orders, parts transferred, backordered, alternate part number, warranty information, manufacturer, part number cross reference, etc.		
l.	*Ability to export reports to Excel, pdf, csv, xml formats		

Features/Components	Yes/No	Comments
11. Annual Maintenance and Support		
a. *Do you have a Service Level Agreement? Explain the details of your SLA. (Business hours, after hours, response times for system fixes, system availability, etc.)		
b. #Are there support options available for non-business hours? If so, what are they and are there additional costs for after-hours support?		
c. #What type of application documentation is available online for users?		
d. #Is online user documentation updated for each upgrade?		

AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN

CONSULTANT'S NAME
AND
CITY OF DULUTH

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the "Effective Date"), by and between the City of Duluth, hereinafter referred to as City, and [insert consultant's name] located at [insert consultant's address], hereinafter referred to as Consultant for the purpose of rendering services to the City.

WHEREAS, the City has requested consulting services for [insert a description of the project] (the "Project"); and

WHEREAS, Consultant has represented itself as qualified and willing to perform the services required by the City; and

WHEREAS, Consultant submitted a Proposal to provide services for the Project (the "Proposal"). A copy of the Proposal is attached hereto as Exhibit A; and

WHEREAS, the City desires to utilize Consultant's professional services for the Project;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

I.   Services

Consultant will provide the following services related to the Project as described in Consultant's Proposal (the "Services"). Consultant agrees that it will provide its services at the direction of the [insert the title of the City Staff – such as "Director of Public Works"] ("Director"). In the event of a conflict between the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed controlling.

II.   Fees.

It is agreed between the parties that Consultant's maximum fee for the Project and Services shall not exceed the sum of [insert written dollar amount of contract and 00/100th dollars ($0.00)] inclusive of all travel and other expenses associated with the Project, payable from Fund ____-___-_____ _____ (Fund, _____). All invoices for services rendered shall be submitted monthly to the attention of Director. Payment of expenses is subject the City's receipt of reasonable substantiation/back-up supporting such expenses.

III.   General Terms and Conditions

1. Amendments

   Any alterations, variations, modifications or waivers of terms of this Agreement shall be binding upon the City and Consultant only upon being reduced to writing and signed by a duly authorized representative of each party.

2. Assignment

   Consultant represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the City. The Primary Consultant(s) assigned to this project will be [insert key consultant's name or names] (the "Primary Consultant"). The Primary Consultant shall be responsible for the delivery of professional services required by this Agreement and, except as expressly agreed in writing by the City in its sole discretion, the City is not obligated to accept the services of any other employee or agent of Consultant in substitution of the Primary Consultant. The foregoing sentence shall not preclude other employees of Consultant from providing support to the Primary Consultant in connection with Consultant's obligations hereunder.

3. Data and Confidentiality, Records and Inspection

   a. The City agrees that it will make available all pertinent information, data and records under its control for Consultant to use in the performance of this Agreement, or to assist Consultant wherever possible to obtain such records, data and information.

   b. All reports, data, information, documentation and material given to or prepared by Consultant pursuant to this Agreement will be confidential and will not be released by Consultant without prior authorization from the City.

   c. Consultant agrees that all work created by Consultant for the City is a "work made for hire" and that the City shall own all right, title, and interest in and to the work, including the entire copyright in the work ("City Property"). Consultant further agrees that to the extent the work is not a "work made for hire" Consultant will assign to City ownership of all right, title and interest in and to the work, including ownership of the entire copyright in the work. Consultant agrees to execute, at no cost to City, all documents necessary for City to perfect its ownership of the entire copyright in the work. Consultant represents and warrants that the work created or prepared by Consultant will be original and will not infringe upon the rights of any third party, and Consultant further represents that the work will not have been previously assigned, licensed or otherwise encumbered.

   d. Records shall be maintained by Consultant in accordance with requirements

prescribed by the City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.

e.   Consultant will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

f.   Consultant shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.

g.   Consultant shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement Consultant will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

4.   Consultant Representation and Warranties

Consultant represents and warrants that:

a.   Consultant and all personnel to be provided by it hereunder has sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.

b.   Consultant and all personnel provided by it hereunder shall perform their respective duties in a professional and diligent manner in the best interests of the City and in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.

c.   Consultant has complied or will comply with all legal requirements applicable to it with respect to this Agreement. Consultant will observe all applicable laws, regulations, ordinances and orders of the United States, State of Minnesota and agencies and political subdivisions thereof.

d.   The execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not and will not conflict with, or constitute a breach of or a default under, any agreement to which the Consultant is a party or by which it is bound, or result in the creation or

imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Consultant contrary to the terms of any instrument or agreement.

    e.   There is no litigation pending or to the best of the Consultant's knowledge threatened against the Consultant affecting its ability to carry out the terms of this Agreement or to carry out the terms and conditions of any other matter materially affecting the ability of the Consultant to perform its obligations hereunder.

    f.   The Consultant will not, without the prior written consent of the City, enter into any agreement or other commitment the performance of which would constitute a breach of any of the terms, conditions, provisions, representations, warranties and/or covenants contained in this Agreement.

5.   Agreement Period

The term of this Agreement shall commence on the Effective Date and performance shall be completed by Insert date, unless terminated earlier as provided for herein. Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of the City and Consultant shall promptly deliver the same to the City. Consultant shall be entitled to compensation for services properly performed by it to the date of termination of this Agreement. In the event of termination due to breach by Consultant, the City shall retain all other remedies available to it, and the City shall be relieved from payment of any fees in respect of the services of Consultant which gave rise to such breach.

6.   Independent Contractor.

    a.   It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. The parties do not intend to create any third party beneficiary of this Agreement. Consultant and its employees shall not be considered employees of the City, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Consultant's employees while so engaged, and any and all claims whatsoever on behalf of Consultant's employees arising out of employment shall in no way be the responsibility of City. Except for compensation

provided in Section II of this Agreement, Consultant's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, City shall in no way be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of Consultant's intentional or negligent acts or omissions of Consultant or its employees while performing the work specified by this Agreement.

b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.

c. Consultant expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

7. <u>Indemnity</u>.

Consultant shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the Consultant's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with Consultant's employees or contractors, or d) the use of any materials supplied by the Consultant to the City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

8. <u>Insurance</u>.

Consultant shall obtain and maintain for the Term of this Agreement the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota.

a. Public Liability and Automobile Liability Insurance with limits not less than **$1,500,000** Single Limit, shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, and Contractual Liability. **City of Duluth shall be named as Additional Insured by endorsement** under the Public Liability and Automobile Liability, or as an alternate, Consultant may provide Owners-Contractors Protective policy, naming himself and City of Duluth. **Upon execution of this Agreement**, Consultant shall

provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included.

b. Professional Liability Insurance in an amount not less than $1,500,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, 60 days' notice prior to any cancellation or modification shall be required; and in such event, Consultant agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the City, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.

c. Consultant shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance.

d. A certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.

e. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Engineer's interests and liabilities.

9. <u>Notices</u>

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

    City: City of Duluth
                                  411 W First Street
                                  City Hall Room
                                  Duluth MN 55802
                                  Attn: Director

    Consultant: _____
                                  _____
                                  _____
                                  Attention:_____

10. <u>Civil Rights Assurances</u>

Consultant, as part of the consideration under this Agreement, does hereby covenant and agree that:

a.   No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.

b.   That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

11.   <u>Laws, Rules and Regulations.</u>

Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

12.   <u>Applicable Law.</u>

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13.   <u>Force Majeure</u>.

Neither party shall be liable for any failure of or delay in performance of its obligations under his Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

14.   <u>Severability</u>

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

15. <u>Entire Agreement</u>

It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

16. <u>Counterparts</u>

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

CITY OF DULUTH   **[NAME OF CONSULTANT]**

By:_____   By:_____
Mayor

                                                              Its: _____
Attest: Title of Representative
                                                              Date:_____
By:_____
City Clerk
Date:_____

Countersigned:

_____
City Auditor

Approved as to form:

_____
City Attorney