


Submit to: City Clerk, 6 <sup>th</sup> E 6 <sup>th</sup> St. Lawrence, KS 66044, <a href="mailto:purchasing@lawrenceks.org">purchasing@lawrenceks.org</a> or <a href="http://www.lawrenceks.org/eBid">www.lawrenceks.org/eBid</a>	 <b>City of Lawrence</b> FINANCE	<b>REQUEST for PROPOSALS</b>
<b>Bid No.: 22026</b> <i>Must be shown on all documents and referenced in all communications.</i>	<b>Issued:</b> April 18, 2022	<b>Closes:</b> Tuesday, May 10, 2022 @ 2:00 p.m. local time
<b>Title: Renewable Vehicle Fleet Consulting Services</b>		<b>Bid Bond Req'd: No</b>
<b>Pre-Bid:</b> None		<a href="mailto:purchasing@lawrence.org">purchasing@lawrence.org</a>
<b>Questions Deadline:</b> Noon on Friday, April 22, 2022. Submit to <a href="mailto:purchasing@lawrenceks.org">purchasing@lawrenceks.org</a>		<b>Eileen Phillips</b> CSCP CPIM CLTD Purchasing Manager
<b>Description of Work:</b> The City of Lawrence, Kansas is soliciting proposals from qualified consultants with capabilities to provide a comprehensive evaluation to transition the city's vehicle and equipment fleet to 100% renewable energy by 2035 outlined in the goals of Ordinance No. 9744.		
<b>RESPONSE CHECKLIST</b>		
Technical Proposal	Cost Proposal	
<b>COOPERATIVE CONTRACT PRICING:</b> The City of Lawrence is a member of <b>Sourcewell, Omnia Partners, Choice Partners, Greenbush, BuyBoard, TIPS-USA, PACE, KPN, MACPP, HGAC BUY, NCPA and GSA Advantage</b> . The city is also eligible to receive pricing available on <b>State of Kansas</b> contracts that are available to political subdivisions. Vendors/Manufacturers who participate in more than one of these shall quote the lowest available contract cost.		
<b>PIGGYBACKING:</b> The City of Lawrence participates in the Kansas City Regional Purchasing Cooperative (KCRPC) through their membership in Mid- America Council of Public Procurement (MACPP). The successful bidder may agree to provide products and/or services by checking the appropriate response box on the Cost Form.		
Bidders whose company was not incorporated in Kansas will need to file a Foreign Entity Application for Registration with the Kansas Secretary of State before receiving a purchase order and/or agreement. Known as Foreign Qualification, this process allows companies formed in other states to legally transact business in Kansas. <a href="https://sos.ks.gov/forms/business_services/FA.pdf">https://sos.ks.gov/forms/business_services/FA.pdf</a> Business Entity ID: _____		
<b>KANSAS ACT AGAINST DISCRIMINATION:</b> The Contractor agrees that the Contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, national origin or ancestry. The Contractor shall in all solicitations or advertisements for employees include the phrase "equal opportunity employer." The Contractor agrees that if the Contractor fails to comply with the manner in which the Contractor reports to the Kansas Human Rights Commission ("Commission"), in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, or violates Chapter 10 of the City Code, the Contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the Owner. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the Owner.		
<i>City of Lawrence Mission: We create a community where all enjoy life and feel at home.</i>		

## BIDDER INSTRUCTIONS

### PREPARATION OF BIDS:

- A. Bidders are expected to examine the entire bid request and all attachments including drawings, specifications, and instructions. Failure to do so is at Bidder's risk.
- B. Bidders shall furnish information required by the solicitation in the form requested. The City reserves the right to reject bids with incomplete information or which are presented in a different format.
- C. Each bid must be legible. All bids shall be signed, in the appropriate location, by a legally authorized company representative. Erasures or other changes must be initialed by the person signing the bid.
- D. Bid prices shall be entered in spaces provided on the bid form. All unit prices and mathematical extensions and totals shall be indicated where required. In cases of errors in extensions or totals, the unit price will govern.

**COST OF PREPARING PROPOSAL:** The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.

**SUBMITTALS:** Bids, and modifications, therefore, must be submitted on the eBid portal, by email to [purchasing@lawrenceks.org](mailto:purchasing@lawrenceks.org) or paper copy with flash drive returned in a sealed envelope addressed to the City Clerk, City of Lawrence, 6 East Sixth Street, P. O. Box 708, Lawrence, Kansas, 66044. Bidder's proposal must be received by the closing date and time listed on the cover sheet. All submittals must be clearly marked with bid number.

**ALTERNATE BIDS (If Applicable)** Each Bidder shall bid all alternates included in the Bid Proposal Form except, should they desire not to bid an alternate, they may insert the words "no bid" in the space provided for prices for such alternate. However, when a Bidder writes "no bid" for one or more alternates, they thereby waive any claim to the contract award if that alternate (or those alternates) becomes the basis for determining the low bid and/or change contract award. If an alternate price called for involves no change in price, Bidder shall so indicate by writing the words "no change" in the space provided. If the space provided for an alternate price is left blank, the blank space shall mean no bid. All amounts shall be clearly marked to indicate whether Alternate Price is an "ADD" or a "DEDUCT" price from the BASE BID Price. If neither is indicated, then "ADD" shall be implied.

**EVALUATION OF SUBMITTALS** Proposals will be evaluated using, but not necessarily limited to, the following criteria:

- Cost - Bidders shall not inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations; The City reserves the right to award to the lowest responsive proposal without conducting formal negotiations if recommended by the evaluation team and approved by the Director of Finance.
- Qualifications – Demonstrated capabilities and competence in the evaluation, budgeting and implementation of a renewable fleet conversion. Resumes of proposed project staff and organizational structure of project group. Include a minimum of two previous evaluations to include project scope, outcome and dates.
- Contact information of project end users provided
- Methodology – detailed approach for each phase of the project including risk analysis.
- References - Contact information for a minimum of three (3) previous fleet analysis projects including the project scope, outcome and dates.

EVALUATION CRITERIA	TOTAL POINTS POSSIBLE
Cost: submitted separately	15
Technical: Qualifications, Experience, Staff Resumes, & Samples	30

Technical: Methodology, Approach & Risk Analysis	30
Technical: Reference Responses	25

EVALUATION PROCESS: After determining a technical proposal satisfies the mandatory requirements in the Request for Proposal, a comparative assessment of the proposal in relationship to the published evaluation criteria shall be made. The City reserves the right to consider historic information and fact, whether gained from the proposal, references, or any other source, in the evaluation of the proposals. Any, all or no bidders may be required to appear before the evaluation committee to explain the bidder's understanding and approach to the project and/or respond to questions concerning the proposal; or, the City may award without conducting negotiations, based on the initial proposal. The City reserves the right to request information from bidders as needed. If information is requested, the City is not required to request the information of all bidders.

#### PROPOSAL FORMAT

**Submission will consist of two (2) separate documents labeled Proposal and Cost Form. *Failing to separate cost from the proposal could result in submittal not being considered.***

#### Proposal

- A. Signature Page with Company Information
- B. References: Provide the name, title, company name, phone number and email address of the contact person(s) for which your company has provided services. Include a minimum of three (3) references.
- C. Qualifications: Bidders will be requested to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon, and that they have the necessary financial resources to complete the proposed work.
- D. Methodology, Approach & Risk Analysis
- E. Certificate of Insurance
- F. W-9

#### Cost Form

- A. Line item detail is required, must not be submitted as a lump sum.

**SIGNATURE PAGE**

COMPANY NAME \_\_\_\_\_ RFP NO. \_\_\_\_\_

ADDENDA ACKNOWLEDGEMENT: The bidder shall acknowledge receiving and examining the following Addenda:

#1 ( ) #2 ( ) #3 ( ) None ( )

Legal Name \_\_\_\_\_ FEIN Number \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ eMail \_\_\_\_\_

Mailing Address \_\_\_\_\_ City, State & Zip Code \_\_\_\_\_

Type/Print Name \_\_\_\_\_ Title \_\_\_\_\_

If awarded a contract and purchase orders are to be directed to an address other than above, indicate mailing address and telephone number below.

Mailing Address \_\_\_\_\_ City, State & Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ eMail \_\_\_\_\_

The below stated Bidder submits this proposal in accordance with the terms, conditions, and requirements stated herein. The Bidder hereby certifies it does not have any substantial conflict of interest sufficient to influence the bidding process on this proposal. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.

Bidder or any person associated with the Bidder in the capacity of owner, partner, director, office, principal, manager, auditor, manager or any position involving the administration of federal, state or local funds:

1. Are not currently suspended, debarred, voluntarily excluded or disqualified from bidding by any federal, state or local agency;
2. Have not been suspended, debarred, voluntarily excluded or disqualified from bidding by any federal, state or local agency within the past three years;
3. Do not have a proposed debarment pending;
4. Within the past three years have not been convicted or had a criminal or civil judgement rendered against them by a court of competent jurisdiction in any matter involving fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
5. Are not currently indicted or otherwise criminally or civilly charged by federal, state or local government with fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
6. Have not had one or more federal, state or local government contracts terminated for cause or default within the past three years.

A detailed response for any item in which the vendor has a positive answer must be included in "Exceptions to the Bid, if any" and may be marked confidential.

Bidder certifies the above information is true and correct to the best of their knowledge. They also certify they hold authority to contract with the City of Lawrence Kansas.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**REFERENCES**

Firm Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Brief Description of Past Work: \_\_\_\_\_

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Firm Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Brief Description of Past Work: \_\_\_\_\_

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Firm Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Brief Description of Past Work: \_\_\_\_\_

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## **STATEMENT OF QUALIFICATIONS**

A description of the bidder's experience, qualifications and experience providing evaluation and implementation services for renewable vehicle fleet conversion. Bidders must be an established firm recognized for its capacity to perform and submit satisfactory evidence that they have a practical knowledge; that they have sufficient qualified personnel to complete the work, and meet the deadlines; and that they have the necessary financial resources to complete the proposed project.

## **PROPOSED METHODOLOGY, APPROACH & RISK ANALYSIS**

The firms shall detail the proposed evaluation, budgeting, and implementation methodology of renewable fleet transition. Identify and assess controllable and non-controllable risks as well as describe planned action steps for minimizing these risks to achieve a successful outcome. Controllable risks may be thought of as technical risks that are able to be minimized based upon technical experience and past experience. Non-controllable risks are outside of the control of the firm and may include but, are not limited to, risks caused by the Department, the Department's agents/partners/firms/representatives, third party stakeholders and authorities having jurisdiction (AHJs), concealed conditions, market conditions, and/or other unforeseen events that may impact the project. Firms are required to utilize their expertise to (a) identify the step-by-step action steps they will take to prevent each risk from impacting the project, (b) define the potential impacts to the project if the risk does occur, and (c) recommend a response plan if the risk does occur. Risk analysis is intended to be incorporated into a larger discussion of project knowledge and approach.

**COST PROPOSAL – *Must be sent separately from Technical Proposal***

<b>Scope of Work</b>	<b>Estimated Hours</b>	<b>Estimated Cost</b>
City facility evaluations		
Fleet evaluation to include end user meetings		
Zoning and Regulatory Compliance		
Budgetary Opportunities and Options.		
Infrastructure and Deficiencies Evaluation		
Risk Analysis		
Cost and Deployment		
End User Meetings		
Governing Body Presentation		
Stakeholder/Community Engagement		
Staff Follow Up and Resolution Meetings		
Other:		
Other:		
	<b>Total projected project cost:</b>	

Cooperative Purchasing, also known as Piggybacking, Response see *Terms & Conditions*

- Pricing is City of Lawrence Only     Pricing is available to Douglas County     Pricing is available to KCRPC
- Pricing is available to Public Entities in Douglas County     Other \_\_\_\_\_



## TERMS & CONDITIONS

**AWARD:** Bids will be analyzed, and awards made to bidders whose bids are deemed Overall Best Value and meets or exceeds the specifications. The City reserves the right to accept or reject any and all bids and all or part of a bid and to waive informalities, technical defects, and minor irregularities in the bids received. The award shall be contract(s) whose documents will consist of the RFP and any addenda, contractors' proposal(s), and executed City of Lawrence construction agreement. **No modifications to the City's standard contract language shall be accepted.**

Federal policy and procedures shall prevail for purchases made with grant funding per City of Lawrence Purchasing Policy.

**NOTICE OF AWARD:** The City of Lawrence shall issue a contract as its notification of award to successful bidders.

**LEGAL ACTION:** The parties agree that the appropriate venues for any legal actions arising out of this Agreement are the District Court of Douglas County, Kansas, or, if federal jurisdiction exists, the United States District Court for the District of Kansas.

*Force Majeure:* Neither party shall be deemed to be at default under this Agreement to the extent that any delay in performance results from any cause beyond its reasonable control and without its intentional act or negligence.

**INSPECTION AND ACCEPTANCE:** Inspection and acceptance will be at destination unless otherwise provided. Until delivery and acceptance and after rejection, the risk of loss will be on the contractor. The material delivered under this purchase order shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and therefore is accepted to the satisfaction of the City. Materials or services delivered must be fully in accordance with specification and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.

**GOOD STANDING:** No bid will be accepted from, nor a purchase order or contract awarded to, any person, firm or corporation that is in arrears or is in default to the City of Lawrence, Douglas County or the State of Kansas upon any debt of obligation or is a defaulter as surety or otherwise afore mentioned government entities. Debt or obligation may include, but is not limited to taxes, fees, fines and utility payments.

Parties listed on the government-wide exclusions in the [System for Award Management \(SAM\)](#) are not allowed to bid or receive purchase orders. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The City will not award a solicitation to a vendor that has been federally debarred and are required to confirm they are not debarred on the solicitation signature sheet. Vendors must also enclose [printed documentation](#) from [System for Award Management \(SAM\)](#).

**DISPUTES:** Suppliers shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contacts, deliveries, payments, restrictions and other incidents.

1. Step One – Suppliers must file a grievance with the City Purchasing Manager no later than five (5) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Purchasing Manager will take corrective action deemed appropriate and provide a written reply within a reasonable period of time.
2. Step Two – If the supplier is not satisfied with the Purchasing Manager's response, the supplier may appeal in writing to the City Finance Director who shall, with the advice of the Purchasing Specialist and/or City Attorney, make a written determination to all parties involved.
3. Step Three – If, after reviewing the Finance Director's decision, the supplier is dissatisfied, they may appeal in writing to the City Manager. The City Manager, or their designee, upon establishing validity to the complaint may schedule a conference to discuss complaints and hear any evidence or witnesses regarding the grievance. The City Manager's decision will be issued in writing.

F.O.B.: Lawrence, Kansas. Unless otherwise specified in the purchase order, all prices quoted by the contractor must be F.O.B. Lawrence, Kansas with all delivery costs and charges included in the bid price.

MODIFICATIONS OR CHANGES: No agreement or understanding to modify these purchase orders or contracts shall be binding upon the City unless agreed in writing by amending the original purchase order for the project.

DEFAULT OF CONTRACT: In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs occasioned or incurred thereby.

COPYRIGHT OR PATENT RIGHTS: Contractor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and contractor agrees to hold the City harmless from any and all liabilities, loss, attorney's fees or other expenses incurred by any such violation.

ADDITIONAL WARRANTIES: The contractor warrants that the supplies and/or services furnished shall comply with all applicable State and Federal laws and regulations, and that the contractor shall not represent in any manner, expressly or by implication, that the supplies or services are approved or endorsed by the City of Lawrence.

PAYMENT: Contractor shall send an itemized invoice to the City, lump sum invoices will not be accepted. All invoices are payable upon receipt by the City. The City agrees to make such payment within 30 days of receipt of the invoice in accordance with City policy. The City agrees to accept electronic invoices for services and scanned copies of receipts and other documentation. Contractor agrees to provide the City with originals upon the request of the City before the City is obligated to pay any such invoice.

KANSAS CASH-BASIS LAW: The resulting contract must comply with the applicable provisions of the Kansas Cash-Basis Law of 1933, codified as amended at K.S.A. 10-1101 et seq. The City is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes set forth in this Agreement during the City's current budget year. In the event that the City does not so budget and appropriate funds, the parties acknowledge and agree that they shall be relieved of all obligations under this Agreement without penalty. To the extent that the City does so budget and appropriate funds for the purposes set forth in this Agreement, the obligations of the parties shall remain as provided herein.

AUDIT: . The City shall have the right, upon reasonable notice to Contractor, to audit, at any time, up to one year after payment of any invoice, Contractor's records relating to expenses incurred in connection with the performance of the Contract Services provided hereunder.

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS, REGULATIONS, AND RULES:

- A. Contractor agrees that it shall comply with all provisions of the Kansas Acts Against Discrimination of 1953 ("KAAD"), codified as amended at K.S.A. 44-1001 et seq., and the Kansas Age Discrimination in Employment Act of 1983 ("KADEA"), codified as amended at K.S.A. 44-1111 et seq., and shall not discriminate against any person, in the course of performing under this Agreement, because of that person's race, religion, sex, disability, national origin, ancestry, sexual orientation, sexual identity, familial status, or age.
- B. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("KHRC").
- C. If Contractor fails to comply with the manner in which Contractor reports to the KHRC in accordance with the provisions of K.S.A. 44-1031 and any amendment thereto, Contractor shall be deemed to have breached the present Agreement and the City shall, in accordance with Section 5, have the right to cancel, terminate, or suspend the terms of this Agreement, either in whole or in part.
- D. if Contractor is found guilty or liable for any violation of the KAAD or the KADEA by way of a final decision or order of the KHRC, then Contractor shall be deemed to have breached the present

Agreement and the City shall, in accordance with Section 5, have the right to cancel, terminate, or suspend the terms of this Agreement, either in whole or in part.

- E. Contractor also agrees to comply with the American with Disabilities Act of 1990 (“ADA”), codified as amended at 42 U.S.C. § 12101 *et seq.*, as well as all other federal, state, and local laws, ordinances, rules, and regulations applicable to this project and to furnish any and all certification that may be required by federal, state, or local governmental agencies in connection therewith.

**INSURANCE:**

- A. General: Contractor shall secure and maintain, throughout the duration of this Agreement, Insurance (on an occurrence basis unless otherwise agreed in writing) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms approved by the City. The City shall be notified by receipt of written notice from the insurer at least thirty days prior to cancellation of any policy listed on the certificate.
- B. Notice of Claim: Contractor, upon receiving notice of any claim in connection with its performance of Contract Services under this Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.
- C. Reduction of Policy Limits: Contractor shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by this Agreement) if Contractor’s limits of protection have been impaired or reduced to such extent that the limits fall below the minimum amounts required hereunder. In that event, Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- D. Insurance Required: Contractor agrees to secure and maintain the following insurance:
  - i. General Liability: Contractor shall maintain insurance, protecting against any and all claims and demands arising from injury to person or persons, not in the employ of Contractor, and against any and all claims and demands resulting from damage to any property due to any act or omission of Contractor, its agents or employees, including contractual liability, in the operation of the work or in the execution of any contract. Such insurance shall remain in effect on portions of the work which have been completed and which may or may not be occupied or utilized by the City prior to the completion and acceptance of all the work included in the contract. Minimum limits for Commercial General Liability insurance required are as follows:
    - a. Each Occurrence \$500,000
    - b. General Aggregate Combined single limit \$1,000,000
    - c. Additionally, the policy must include the following:
      - i. Broad Form Contractual\Contractually Assumed Liability;
      - ii. Independent Contractors
      - iii. Name the City as an additional insured.
  - ii. Automobile Liability: The Policy shall protect Contractor against claims for bodily injury and\or property damage arising out of the ownership or use of all owned, hired, or non-owned vehicles and must include protection for either (A) any automobile or (B) all owned automobiles, if any, and all hired and non-owned automobiles. (C) The Policy must also name the City of Lawrence, Kansas, as an additional insured.
    - a. Limits: Each Accident, Combined Single Limits Bodily Injury and Property Damage: \$500,000.00
  - iii. Workers’ Compensation (Statutory Limits/Employer’s Liability Limits):
    - a. Bodily Injury by Accident: \$100,000.00 each accident
    - b. Injury by Disease: \$500,000.00
    - c. Bodily Injury by Disease: \$100,000.00 each employee

- d. If Contractor has no employees, it must execute a waiver on a form provided by the City.
  - E. Insurance Ratings: For the purposes of this Professional Services, Agreement, the City will only accept coverage from an insurance carrier that offers proof:
    - i.
      - a. That is licensed to do business in Kansas;
      - b. that it carries a Best's policyholder rating of A- or better; and
      - c. that it carries at least a Class VIII financial rating. **OR**
    - ii. that it is a company mutually agreed upon by the City and Contractor.
  - F. Certificate of Insurance Forms. The parties agree that certification of insurance coverage under this Agreement shall be on forms acceptable to the City.

**INDEMNIFICATION:** Contractor agrees to defend, indemnify, and otherwise hold harmless the City, its commissioners, officers, employees, and agents from claims, actions, damages, costs, liabilities, settlements, judgments, expenses, or lawsuits, including reasonable attorneys' fees, but only to the extent that such are caused by Contractor's negligent or intentional conduct while performing under this Agreement. (For the purposes of this Section, Contractor means Contractor or any person acting in behalf of Contractor or for whom Contractor is responsible.

**ASSIGNMENT:** The contract is non-assignable by Contractor or by any subcontractor of Contractor approved by the City.

Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**GOVERNING LAW:** The awarded contract, the rights and obligations of the parties, and any claim or dispute arising hereunder shall be construed in accordance with the laws of the State of Kansas.

**SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**TERMINATION:** The parties may terminate this Agreement at any time upon 30-days' written Notice to the other party. In the event that the City terminates the Agreement, then it shall pay Contractor for all Contract Services satisfactorily performed prior to termination. Under no circumstances, in the event of termination of this Agreement, will Contractor be entitled to recover anticipated profits or consequential damages. The provisions of this Agreement regarding indemnity and insurance shall survive any termination or expiration of this Agreement.

**INDEPENDENT CONTRACTOR:** In no event, while performing under this Contract, shall Contractor be deemed to be acting as an employee of the Owner; rather, Contractor shall, at all times, be deemed to be an independent contractor. Nothing expressed herein or implied herein shall be construed as creating between Contractor and the Owner the relationships of employer and employee, principal and agent, a partnership, or a joint venture.

**DIVERSITY & INCLUSION:** The City of Lawrence is dedicated to fostering the continued development and economic growth of small, racial minority-, veteran-, and women-owned businesses in an equitable and inclusive way. The City of Lawrence desire to remove systemic barriers to reconcile historic injustices and their continued presence in our work. Participation of a diverse group of vendors doing business with the City is central to this effort. To this end, small, racial minority-, veteran-, and women-owned business enterprises are encouraged to participate in the City's procurement processes, including as subcontractors under prime contracts.

IMMIGRATION AND REFORM CONTROL ACT OF 1986 (IRCA): All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

The Contractor hereby certifies without exception that such Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

**SUSTAINABILITY** In support of the city's commitment to environmental sustainability, a deep respect for our place in relationship with the planet and environment, the City shall consider both the lifecycle impacts of the Goods and Services that are purchased, as well as the sustainability practices of its suppliers. The sustainability aspects that may be considered for any procurement include, but are not limited to:

- Environmental aspects, including purchasing Goods and Services from suppliers that:
- Reduce material use, waste and packaging and promote reuse, recycled content, recyclability, reparability, upgradability, durability, biodegradability and renewable products
- Maximize energy efficiency
- Reduce greenhouse gas (GHG) emissions and air pollution, mitigate climate change and support climate change adaptation
- Conserve water and/or improve water quality
- Reduce or eliminate the use of toxins and hazardous chemicals, and
- Contribute to biodiversity preservation and habitat restoration

**COOPERATIVE CONTRACTS** The City of Lawrence is a member of **Sourcewell, Omnia Partners, Choice Partners, Greenbush, BuyBoard, TIPS-USA, PACE, KPN, MACPP, HGAC BUY, and GSA Advantage**. The city is also eligible to receive pricing available on State of Kansas contracts that are available to political subdivisions. Vendors/Manufacturers who participate in more than one of these should quote the lowest available contract cost.

**PIGGYBACKING:** The City of Lawrence participates in the Kansas City Regional Purchasing Cooperative (**KCRPC**) through their membership in Mid- America Council of Public Procurement (**MACPP**). The Mid-America Regional Council (**MARC**, Federal ID# 43-0976432), the regional council of governments and metropolitan planning organization, serving a nine county region, and the Mid- America Council of Public Procurement (**MACPP**), a regional organization of public sector purchasing professionals and a local chapter of The Institute for Public Procurement (**NIGP**), initiated the Kansas City Regional Purchasing Cooperative to enhance the current cooperative purchasing efforts in the region.

The successful bidder agrees to provide products and/or services under this contract by checking the appropriate response box in the solicitation. Eligible entities will be located within the Greater Kansas City Metropolitan region, and may include:

- Municipalities
- Counties
- State
- Governmental Public Utility
- Non-Profit Hospital, Non-Profit Clinic (medical/dental)

- Educational Institute (school, university, college)
- Special Governmental Agency
- Member of a chapter affiliate of The Institute for Public Procurement ([nigp.org](http://nigp.org)) in the region
- There shall be no obligation under the contract for any listed entity above, to purchase from the contract, unless they are specifically named in the bid or RFP as a Participant.

## SCOPE OF WORK

**BACKGROUND:** Lawrence is a diverse and multifaceted city that provides many of the amenities of a large metropolitan area, while still maintaining a strong sense of community. Located in Northeast Kansas, Lawrence is just 45 minutes west of Kansas City, and 30 minutes east of Topeka, the state capital. Lawrence offers a rich and fascinating history, a wide range of exciting cultural experiences, nationally recognized educational institutions, and some of the most unique and enjoyable shopping opportunities in the Midwest. Lawrence is governed by a city commission, Mayor and the day to day operations of the city are the responsibility of the City Manager.

The city’s fleet supports responsibilities to all infrastructure to include: Solid Waste collections, Utility Collections and Distribution, Street and Storm water maintenance operations, Fire & Medical, Police, Parks and Recreation, Planning and Codes, Parking control, Building maintenance, and supporting administration services. The fleet consists of 850 active units that is responsible for maintaining services to the city’s infrastructure and public safety in efforts to obtain the highest quality of life for its citizens. This city has made a commitment to reduce its carbon emissions by 2035 and this will include the city’s fleet.

The Vehicle Fleet Transition to Renewable Energy and Infrastructure Study will be led by the Municipal Services & Operations Department Fleet Manager. Historical data related to the city fleet will be provided to the awarded consultant.

**SERVICES REQUIRED:** The Vehicle Fleet Transition to Renewable Energy and Infrastructure Study will be led by the Municipal Services & Operations Department Fleet Manager. Historical data related to the city fleet will be provided to the awarded consultant. The inter-related components of the study are:

1. A data-driven implementation strategy with key performance indicators for the electrification of the city’s light-duty vehicle fleet and alternative applications for heavy duty vehicle fleet working towards the goal of 100% renewable energy. This includes an evaluation of the current fleet portfolio and procurement policy; a cost-benefit analysis of conversion, including environmental and fiscal indicators; and identification of required charging infrastructure or alternative fueling stations.
2. A city fleet deployment plan for electric vehicle charging infrastructure at city owned facilities that are applicable.
3. Alternative fuel infrastructure deployment at city owned facilities that are applicable.

**DELIVERABLES:** An evaluation of City facilities that utilize a fleet component, rate critical function, identify suitable candidates for current technologies.

- Facility evaluation summary of capable candidates that will functionally and economically meet study requirements for phased alternative fueling fleet applications.
- Site visits of all facilities in scope of project required.

City Hall	6 E. 6 <sup>th</sup> St.
Planning & Development	1 Riverfront Plz., Suite 320
Riverfront Parking Garage	1 Riverfront Plz.
Parks Maintenance	1900 Moodie Rd.
Community Building	115 W. 11 <sup>th</sup> St.
Carnegie Building	200 W. 9 <sup>th</sup> St.
Sports Pavilion Lawrence	100 Rock Chalk Ln.
Memorial Park Cemetery Shop	1517 E. 15 <sup>th</sup> St.
Parks Administration	1141 Massachusetts St.

Parks Clinton Maintenance	5250 W. 27 <sup>th</sup> St.
Eagle Bend Golf Facility	1250 E. 902 Rd.
Holcom Park	2700 W. 27 <sup>th</sup> St.
New Hampshire Parking Garage	927 New Hampshire St.
Fire Station #1	746 Kentucky St.
Fire Station #2	2128 Harper St.
Fire Station #3	3708 W. 6 <sup>th</sup> St.
Fire Station #4	2121 Wakarusa Dr.
Fire Station #5	1911 Stewart Ave.
Police Station	5100 Overland Dr.
Law Enforcement Training & Investigations	4820 Bob Billings Pkwy.
Central Maintenance Garage	1141 Haskell Ave.
Traffic Administration	455 Mississippi St.
Building and structures Maintenance	2215 Kresge Rd.
Solid Waste Division	1140 Haskell St.
Solid Waste Annex North	320 NE Industrial Ln.
Street Division	1120 Haskell Ave.
Utilities Field Operation	2 <sup>nd</sup> and Indiana Sts.
Clinton Water Operations	2101 Wakarusa Dr.
Waste Water Operations	1400 E. 8 <sup>th</sup> St.
Vermont Street Parking Garage	725 Vermont St.

An Evaluation of the current fleet and recommend applicable alternative solutions.

- City vehicle inventory evaluation and target EV or alternative fueling procurement/replacement schedule based on life cycle and cost-benefit analysis.
- Fueling infrastructure recommendations and cost assessment to support City fleet operations.
- Recommendation of alternatives must enhance City operations while ensuring uninterrupted service to the community.
- End User & Community Engagement in Evaluations.
  - Required Department (end user) meetings to evaluate opportunities for electric or alternative fuels, operational impacts, and operational outcomes.
  - Community Engagement meetings as part of the discovery for the transition plan. Meetings shall follow [IAP2](#) pedagogies.
  - Stakeholder meetings as part of the discovery to partner and plan with other community stakeholders for appropriate locations.
- Evaluation of current City infrastructure
  - Identify deficiencies, regulatory constrictions, and prepare an estimated cost of infrastructure needs.
  - Identify zoning and infrastructure requirements with the City's planning and development division to confirm project success while adhering to city zoning requirements.
  - Provide recommendation strategies for City and public (where applicable) charging/fueling.
- Identification of budgetary options to fleet to facilitate transitions to applicable alternative solutions.



- Identify Federal and State of Kansas funding sources for proposed solutions.
- Identify and recommend partnerships to transition to alternative fuels.
- Risk Analysis must include scenario analyses.
  - Perform risk analysis of service interruptions by type of alternative. Identify risk of alternative by market, weather events, and technological. Identify risks associated with transitions to EV units for public safety and core services. Identify deployment risk in emergency events.
- Cost analysis and Deployment Plan
  - Provide cost for annual replacement of identified fleet including recommended scheduling of replacements.
  - Develop a recommended, phased, deployment plan based on industry projected practices and budget considerations to include rate of return assessment.
  - Recommendations, classified by short, medium, and long-term.
- Two (2) End User Meetings to evaluate recommended findings and impacts, opportunities, and divisional budget requirements necessary for project implementation.
- Presentation to governing body, City of Lawrence Commission, that includes
  - Final report that contain recommendations, including their fiscal impact.
  - Timelines
  - Risk Analyses
  - Deployment plan for all end user work groups
- Stakeholder & Community Engagement meetings to present proposed plan and its cost estimate, short and long term benefits and risks. Receive and respond to input and concerns. Meetings shall follow [IAP2](#) pedagogies.
  - Outreach shall be, at a minimum, distributed through existing City media outlets: the City newsletter 'The Flame', [website](#), City of Lawrence listserv and use of the [Lawrence Listens](#) portal.
- Follow-up consultation with City staff on stakeholder & community feedback to include resolution analysis of issues, concerns or reluctance from stakeholders and community members.

#### MILESTONES:

- Evaluation of existing fleet and facilities
- Identification of budgetary options
- Risk analysis, recommendations & preliminary deployment plan
- Presentation & engagement meetings
- Resolution analysis & final deployment plan