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BULLETIN 21

APPENDIX A

STATEMENT OF WORK

**AUTOMOTIVE FLEET MANAGEMENT AND
MAINTENANCE SERVICES**

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AUTOMOTIVE FLEET MANAGEMENT AND MAINTENANCE SERVICES

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APPENDIX B - SOW EXHIBITS

- Exhibit 1 Fixed-Price Vehicles - Department Vehicle Inventory
- Exhibit 1A Fee-for-Service Vehicles - Department Vehicle Inventory
- Exhibit 2 Department Repair Locations
- Exhibit 3A Minimum Staffing Levels per Repair Location
- Exhibit 3B Administrative and Other Required Staffing
- Exhibit 4 Preventive Maintenance Schedules, Labor Times, and Vehicle Classifications
- Exhibit 5 Preventive Maintenance and Other Inspection Checklists
- Exhibit 6 Vehicle/Equipment Type Code List
- Exhibit 7 Contract Discrepancy Report
- Exhibit 8 Performance Requirements Summary (PRS) Chart

STATEMENT OF WORK

AUTOMOTIVE FLEET MANAGEMENT AND MAINTENANCE SERVICES

Unless otherwise defined in this Statement of Work (SOW), the capitalized terms used herein shall have the meanings set forth in Appendix C (Sample Contract), Paragraph 2.0 (Definitions).

1.0 SCOPE OF WORK

The Los Angeles County Sheriff's Department's (Department) fleet vehicles are driven approximately 70,250,000 miles per year. Emergency Response Vehicles (ERVs) account for approximately 32,052,000 of the miles driven.

- 1.1 Contractor shall provide management, supervision, personnel, labor, data, analysis, reporting, record keeping, quality control, vehicle maintenance programs, and other services required to maintain and repair all vehicles and related equipment assigned to the Department's various units of assignment (UOA), Department-affiliated joint taskforce units, and any other County departments, as directed by the County Project Manager or designee.
- 1.2 All subsequent references to "vehicle," "equipment," "Fleet vehicle," and/or "Fleet" throughout this SOW shall mean any and all vehicles and equipment assigned to the Department, Department-affiliated joint taskforce, and other County departments, as listed in Exhibit 1 (Fixed-Price Vehicles-Department Vehicle Inventory) and Exhibit 1A (Fee-for-Service Vehicles-Department Vehicle Inventory).
- 1.3 Contractor shall provide services under the Contract at Department-designated repair locations pursuant to Appendix B (Statement of Work Exhibits), Exhibit 2 (Department Repair Locations), and at a minimum provide the required minimum staffing levels pursuant to Appendix B (SOW Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location).
- 1.4 Contractor shall maintain and repair all vehicles currently owned and subsequently acquired by the Department during the term of the Contract, regardless of year, make, model, or type of vehicle and/or equipment, in accordance with the terms of the Contract and as specified by County Project Manager or designee.
- 1.5 Contractor accepts the Fleet in its current condition, and agrees to maintain, service, and repair the Fleet in accordance with the terms and requirements of the Contract and under the pricing models listed in Exhibit B (Price Sheet) of Appendix C (Sample Contract) and summarized here below:
 - 1.5.1 "Fixed-Price" is defined as a service/payment model under which a group of services is provided for an established firm and Fixed-Price. County's payments to Contractor are made on a regular basis, regardless of actual costs.
 - 1.5.2 "Fee-for-Service" or "FFS" is defined as a service/payment model in which labor is paid at pre-established hourly rates, with approved material costs added, for services rendered.

- 1.5.3 Pricing for services provided under the Contract are found in Appendix C (Sample Contract), Paragraph 5.0 (Contract Sum), and Appendix C (Sample Contract), Exhibit B (Price Sheet).

1.6 **Addition / Deletion of Vehicles**

1.6.1 The number of Department vehicles, as well as the year, make, model, mix of Department vehicles, miles driven, number of repair locations, number of Department UOAs, and required staffing is expected to change during the term of the Contract based upon the organizational and/or operational needs of the Department.

1.6.2 **Fee-For-Service Vehicles**

Department vehicles, Department-affiliated joint taskforce vehicles, and/or other County department vehicles may be added or deleted, individually or in their entirety, from the Contract at any time during the term of the Contract, at the discretion of the County Project Manager or designee. Such adjustment shall be made in accordance with Appendix C (Sample Contract), sub-paragraph 8.1 (Change Orders and Amendments).

1.6.3 **Fixed-Price Vehicles**

All Department vehicles covered under Fixed-Price may be added or deleted from the Contract at any time during the term of the Contract, at the discretion of the County Project Manager or designee. Such adjustment shall be made utilizing the Change Order process in accordance with Appendix C (Sample Contract), sub-paragraph 8.1 (Change Orders and Amendments).

1.7 **Comprehensive Service**

Contractor shall provide Comprehensive Service for all vehicles. Contractor shall repair and inspect each vehicle prior to returning the vehicle to County service regardless of the original reason for the repair visit.

All subsequent references to “maintenance,” “service,” and/or “repair” throughout this SOW shall mean “Comprehensive Service,” which includes the following:

- 1.7.1 Repair history is reviewed;
- 1.7.2 Warranty data is reviewed and/or completed;
- 1.7.3 All vehicle systems and components that do not function as designed, or do not meet original equipment manufacturer (OEM) or state-mandated specifications/requirements, are identified and repaired;
- 1.7.4 All local, state, and federally-mandated safety and emission inspections, campaigns and OEM recalls have been performed, including any Technical Service Bulletin upgrades which are due;

- 1.7.5 All required repairs and maintenance, whether performed by Contractor or a County-approved subcontractor, have been performed to comply with OEM specifications, warranties, Contract requirements, and procedures outlined by the California Bureau of Automotive Repair (BAR) for the California 1971 Automotive Repair Act;
- 1.7.6 Preventive Maintenance Inspection or Multi-Point Inspection Eastern vehicle safety inspection (see sub-paragraph 4.1.6.1 (Multi-Point Inspection Eastern (MPIE))) has been performed, which includes, but shall not be limited to: 1) final inspection of the originally-requested repairs; 2) inspection of the condition of all safety-related items; and 3) inspection of the overall operating condition of the vehicle, in accordance with Appendix B (Statement of Work Exhibits), Exhibit 5 (Preventive Maintenance and Other Inspection Checklists);
- 1.7.7 An inspection performed to ensure all vehicles and/or equipment are free of grease marks, fingerprints, smudges, fluid spills, and any other marks or stains that were a result of the inspection and/or repair.

1.8 **Exception or Deferred Work**

Any exception, or deferred work (as defined in sub-paragraph 4.15 (Deferred Work)) of this SOW, has been authorized in writing by County Project Manager or designee.

1.9 **Other Considerations**

- 1.9.1 Contractor shall maintain and/or repair all Department-affiliated joint taskforce vehicles and/or other County department vehicles under the FFS billing category.
- 1.9.2 County Project Manager or designee shall determine whether vehicles and/or equipment added to the Fleet, shall be placed under the Fixed-Price or FFS billing category, and may transfer vehicles and/or equipment from one category to another.
- 1.9.3 "Emergency Response Vehicles" or "ERVs" shall mean equipment types 1, 2, 9, 19, 20, 22, 23 and 24 (including black and white units) as set forth in Appendix B (Statement of Work Exhibits), Exhibit 6 (Vehicle/Equipment Type Code List). ERVs require more frequent PM services than the remainder of the Fleet as set forth in Appendix B (Statement of Work Exhibits), Exhibit 5 (Preventive Maintenance and Other Inspection Checklists).
- 1.9.4 "Police Package Vehicles" shall mean vehicles specifically designed by a manufacturer for use in law enforcement, utilizing special parts and/or components, and painted black and white, solid in color, or any combination thereof. Police Package Vehicles are a subclass of ERV and consist of pursuit and non-pursuit vehicles as designated by vehicle type code.
- 1.9.5 Fleet maintenance information is recorded in the Department's Fleet asset management information system, currently ShopFax (see Paragraph 5.0 (Fleet Management Information Systems and Services) of this SOW) and is further discussed in sub-paragraph 5.4 (ShopFax Procedures) of this SOW.

2.0 STAFFING

2.1 Staffing Levels and Schedules, General

- 2.1.1 Contractor shall provide not less than the minimum staffing levels specified in Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location), by job classification and work location, for each business day and each work shift.
- 2.1.2 The minimum staffing levels specified in Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location) shall be dedicated, full-time, forty (40) hour per week Contractor employees. Contractor shall maintain the minimum staffing levels listed in Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location) at all times, as specified in Paragraph 6.0 (Hours/Days of Operation) of this SOW or as otherwise directed by County Project Manager.
- 2.1.3 The twenty-five (25) administrative personnel, twelve (12) technicians (Relief/Additional Support), and other staff specified in Appendix B (Statement of Work Exhibits), Exhibit 3B (Administrative and Other Required Staffing) shall be dedicated, full-time, forty (40) hour per week Contractor employees.
- 2.1.4 County Project Manager or designee shall have the sole discretion, at any time during the term of the Contract, to change and/or adjust the required work shift hours and/or the minimum staffing for specific repair locations, while still maintaining the total minimum staffing levels specified in Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location) and Exhibit 3B (Administrative and Other Required Staffing).
- 2.1.5 Contractor shall augment personnel and/or provide overtime as needed in order to meet the work requirements of the Contract.
- 2.1.6 Staffing for additional repair locations will be determined for each repair location as they become operational. Contractor shall add and/or delete staff as necessary to meet or exceed the minimum required staffing levels listed in Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location) and Exhibit 3B (Administrative and Other Required Staffing), as such may be amended from time to time.
- 2.1.7 County reserves the right, in its sole discretion, to increase or decrease the minimum staffing levels listed in Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location). County may adjust Contractor's base price for Fixed-Price services in accordance with Appendix C (Sample Contract), Exhibit B (Price Sheet). Such adjustment shall be in accordance with Appendix C (Sample Contract), sub-paragraph 8.1 (Change Orders and Amendments).
- 2.1.8 Any change to minimum staffing levels shall be in accordance with Appendix C (Sample Contract), sub-paragraph 8.1 (Change Orders and Amendments).

2.1.9 Contractor Failure to Meet Minimum Staffing, Unfilled Position

Contractor shall be responsible to provide sufficient staff, including relief for breaks and meal periods when necessary, for all positions according to Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location), unless County provides Contractor with a written exemption. In addition to assessments, Contractor shall be liable for all directly related and associated costs in the event the County or another contractor is required to fill a position that Contractor is responsible for staffing. County will view any unfilled position as a breach of performance. More than three (3) instances of an unfilled position at any repair location within a thirty (30) calendar day period, or three consecutive days of an unfilled position, may subject Contractor to assessments, liquidated damages, possible forfeiture of Contract, and/or debarment. Refer to Appendix B (Statement of Work Exhibits), Exhibit 8 (Performance Requirements Summary (PRS) Chart).

2.1.10 County Project Manager or designee may approve any temporary exemption to Contractor staffing requirements in writing, via email. Contractor shall make request to County Project Manager or designee, via email, with acknowledgment and approval sent by County Project Manager or designee.

2.2 Staffing Levels and Schedules, Special Circumstances

2.2.1 Absences, Unplanned

Contractor shall replace any of the minimum staff required pursuant to Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location) who do not report to work for an unplanned reason (e.g., illness, accident, personal emergency, etc.) within two (2) hours of the beginning of the absence. A two (2) hour allowance shall apply on the first day of such unplanned absence. Contractor is authorized to use the technicians identified as Relief/Additional Support in Appendix B (Statement of Work Exhibits), Exhibit 3B (Administrative and Other Required Staffing) to replace and/or substitute for their equivalent positions in Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location).

2.2.2 Absences, Planned

Contractor shall schedule replacement staff to be on-site during the entire scheduled work shift hours, per repair location, as specified in Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location) for all days of any pre-planned or expected absence, such as vacation, planned/scheduled medical procedures, or other personal and/or company business. Contractor is authorized to use the technicians identified as Relief/Additional Support in Appendix B (Statement of Work Exhibits), Exhibit 3B (Administrative and Other Required Staffing) to replace and/or substitute for their equivalent positions in Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location).

2.2.3 Absences, Extraordinary

Contractor shall provide a full-time qualified replacement for any administrative staff specified in Appendix B (Statement of Work Exhibits), Exhibit 3B (Administrative and Other Staffing) that exceeds thirty (30) cumulative business days of absence during a Contract year.

2.2.4 All replacement personnel shall be appropriately qualified and fully capable in the job classification of the position they are replacing, as defined throughout subparagraph 2.3 (Staff Qualifications and Training) of this SOW. County Project Manager or designee must approve any exceptions in writing.

2.2.5 The technicians identified as Relief/Additional Support in Appendix B (Statement of Work Exhibits), Exhibit 3B (Administrative and Other Required Staffing) are authorized to replace and/or substitute for their equivalent positions in Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location). These staff are in addition to the maintenance and repair personnel and body shop workers specified in Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location).

2.2.6 The administrative and other required personnel listed in Appendix B (Statement of Work Exhibits), Exhibit 3B (Administrative and Other Required Staffing) are not authorized to replace and/or substitute for any positions in Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location). These staff are additional to the maintenance and repair personnel and body shop workers specified in Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location).

2.2.7 Contractor shall report all staffing pursuant to sub-paragraph 7.2 (Daily Staffing Report) and sub-paragraph 7.3 (Monthly Report) of this SOW. It is essential for Contractor to employ staffing at levels above those specified in Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location) to facilitate availability of replacement staff and meet all performance requirements of the Contract.

2.2.8 Contractor shall report all permanent personnel changes during the month to County Project Manager or designee, via email, not less than five (5) business days prior to such change, when circumstances permit.

2.2.9 No earlier than three hundred sixty five (365) calendar days from the Work Start Date, Contractor may submit a request to County Project Manager or designee to adjust the required work shift hours and/or the minimum staffing for specific repair locations. Such adjustment shall be made in accordance with Paragraph 8.1 (Change Orders and Amendments) of the Contract. Notwithstanding, Contractor shall maintain the total minimum staffing levels specified in Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location) and Exhibit 3B (Administrative and Other Required Staffing).

2.2.9.1 Based on Contractor performance, the needs of the Department, and the reasonableness of such request, County Project Manager or designee may approve all or part of such request, and shall indicate the period,

terms, and conditions of such approvals in writing to Contractor Project Manager.

2.2.10 Staffing During Emergencies

Contractor shall mobilize Contractor personnel to provide services during emergencies.

2.2.10.1 In conjunction with the Department, Contractor shall develop, as part of its Quality Assurance Plan (see sub-paragraph 9.1 (Quality Assurance Plan) of this SOW), a plan for Contractor notification to Contractor personnel during emergencies.

2.2.10.2 Emergencies include, but are not limited to, major fires, floods, earthquakes, civil unrest, acts of terrorism, and disaster emergencies. County Project Manager or designee shall determine whether a particular situation warrants emergency status.

2.2.10.3 Emergencies may occur during business hours or outside of business hours and may involve any number of employees or vehicles.

2.2.10.4 Contractor shall provide the required staffing during an emergency at all repair locations as identified by County Project Manager or designee. County Project Manager or designee reserves the exclusive right to determine the level of staffing during an emergency.

2.2.10.5 Based upon the nature of the emergency and when directed by County Project Manager or designee, Contractor personnel may be temporarily required to perform repairs at locations other than those designated in Appendix B (Statement of Work Exhibits), Exhibit 2 (Department Repair Locations).

2.2.10.6 Upon notification by County Project Manager or designee during business hours of any imminent emergency, Contractor shall schedule staff to repair vehicles on an overtime basis within one (1) hour of such notification. Such overtime work may be required seven days per week, 24 hours per day, at any location designated by County Project Manager or designee.

2.2.10.7 Within four (4) hours notification by County Project Manager or designee during non-business hours of any imminent emergency, Contractor shall have all necessary staff (as determined by County Project Manager or designee) on site at any location designated by County Project Manager or designee to repair vehicles on an overtime basis. Such overtime work may be required seven days per week, 24 hours per day.

2.2.10.8 Should an emergency require work beyond the capability of Contractor, or should Contractor fail to provide adequate staffing as required in sub-paragraph 2.2.10 (Staffing During Emergencies), County may perform the entirety of the work itself or supplement Contractor's work with County personnel or any outside vendor(s).

- a. Such performance shall not constitute a breach of the Contract by the County.
- b. Contractor shall be responsible for all costs associated with the performance of work by County or outside vendors.

2.2.10.9 Contractor shall bill County for labor during an emergency as FFS in accordance with Exhibit B (Price Sheet) of Appendix C (Sample Contract). Contractor shall bill for parts and materials at Contractor's actual cost with tax, plus six percent (6%), for all emergency repair of vehicles that occurs outside of business hours, as approved by County Project Manager or designee.

2.2.11 Staffing During Testing Events

2.2.11.1 Contractor shall provide up to four (4) technicians and one (1) clerk for vehicle, brake, tire, and other testing events.

2.2.11.2 Specific requirements for each testing event will be provided to Contractor by County Project Manager or designee.

2.2.11.3 Testing events generally do not exceed four (4) business days in length. The Department anticipates there will be three (3) to four (4) testing events per year at specified testing facilities in the greater Los Angeles metropolitan area.

2.2.11.4 Contractor shall ensure that minimum staffing levels at repair locations do not fall below Contract requirements during these testing events, unless authorized in advance, in writing, by County Project Manager or designee.

2.2.11.5 Contractor shall provide all testing event staffing under the Fixed-Price portion of the Contract during regular business hours.

2.2.11.6 Contractor shall invoice County for all work at testing events during non-business hours as FFS at the Body Repair/Painting overtime hourly labor rate for light and medium vehicles set forth in Appendix C (Sample Contract), Exhibit B (Price Sheet), as approved by County Project Manager or designee.

2.2.12 Staffing During Special Events

As directed by County Project Manager or designee, Contractor shall provide mobile technicians, usually one (1) to two (2) per shift, with a service truck, to perform field inspections and minor repairs in support of special event staffing such as the Rose Parade, government elections, and other events. Coverage may be at remote locations other than County repair locations listed on Appendix B (Statement of Work Exhibits) Exhibit 2 (Department Repair Locations).

2.2.12.1 For special event work rendered during business hours by technical staff which are required under the Contract pursuant to Appendix B

(Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location), Contractor's services shall be rendered to County under the Fixed-Price billing category. For special event work rendered during business hours by technical staff required above and beyond the minimum staffing levels set forth in Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location), Contractor shall invoice County as FFS at the Mechanical Repair regular hourly labor rate for light and medium vehicles and heavy vehicles, as applicable, set forth in Appendix C (Sample Contract), Exhibit B (Price Sheet).

2.2.12.2 For special event work rendered during non-business hours by technical staff which are required under the Contract pursuant to Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location), Contractor shall invoice County for all work during non-business hours and County-observed holidays (see sub-paragraph 6.2 (County-Observed Holidays)) as FFS at the Mechanical Repair overtime hourly labor rate for light and medium vehicles and heavy vehicles, as applicable, set forth in Appendix C (Sample Contract), Exhibit B (Price Sheet).

2.2.13 Staffing During Joint Vehicle Inspections

Contractor shall provide qualified technicians to perform vehicle inspections in the presence of County personnel and interested third parties.

2.2.13.1 These "joint" inspections are usually required when the Department receives a complaint by the vehicle driver of a mechanical or other failure that contributed to a vehicle accident or incident. Contractor's qualified technician shall assist the Department in determining if there was any such failure that could have contributed to the accident or incident.

2.2.13.2 Contractor shall schedule brake-certified technicians to perform as-needed brake inspections of County vehicles at the Eastern Avenue repair location, or other specified repair location, immediately upon request by County Project Manager or designee.

2.2.13.3 Contractor shall schedule qualified technicians to perform as-needed mechanical inspections of County vehicles at the Eastern Avenue repair location, or other specified repair location, immediately upon request by County Project Manager or designee.

2.2.13.4 Contractor shall schedule qualified technicians to perform as-needed electrical inspections of County vehicles at the Eastern Avenue repair location, or other specified repair location, immediately upon request by County Project Manager or designee.

2.2.13.5 Contractor shall not delay the scheduling of any inspection identified by County Project Manager or designee as "time-sensitive."

2.2.13.6 Contractor shall not transport any vehicle that has, or may possibly have, had a brake, mechanical, electrical, or other failure claim made against it, to its unit of assignment (UOA). Such vehicle shall be towed to the Eastern Avenue repair location, or other specified location as directed by County Project Manager or designee, for an independent third party inspection, as agreed upon by Contractor and County.

2.2.14 No Service Interruptions

2.2.14.1 Contractor shall ensure there are no service interruptions.

2.2.14.2 Should services be interrupted or reduced by work stoppages, slowdowns, or emergencies (see sub-paragraph 2.2.10 (Staffing during Emergencies)), or by Contractor's failure to provide adequate staffing, parts, or service delivery, Contractor shall continue to provide services by whatever means available, including the provision of services using outside vendors, as approved by County Project Manager or designee.

2.2.14.3 Contractor shall incur all costs related to any outside vendor's provision of the services specified herein and throughout the Contract.

2.2.14.4 Should Contractor fail to provide alternate service delivery, County shall have the exclusive right to procure services by whatever means available and charge Contractor any reasonable costs associated with such procurement and alternate service delivery.

2.2.14.5 Contractor's failure to remedy service interruptions shall be grounds for termination of the Contract.

2.3 Staff Qualifications and Training

2.3.1 Contractor Project Director and Contractor Project Manager shall each be dedicated full-time Contractor employees. Contractor Project Director and Contractor Project Manager shall each be on-site at the Eastern Avenue repair location during business hours. County shall have access to either Contractor Project Director or Contractor Project Manager at all times. Contractor Project Director and Contractor Project Manager shall be accessible via telephone, 24 hours per day, 7 days per week.

2.3.2 Contractor Project Director shall act as a central point of contact with the County.

2.3.3 Contractor Project Director and Contractor Project Manager shall each have five (5) years' experience within the last ten (10) years providing fleet management and fleet maintenance and repair services.

2.3.3.1 Contractor Project Director's fleet management experience shall include budget and administrative experience and supervision of at least (30) personnel.

2.3.3.2 Contractor Project Manager's fleet management experience shall include three (3) years' of experience as a fleet manager.

2.3.4 Contractor Project Director and Contractor Project Manager shall have full authority to act on behalf of Contractor on all matters relating to the daily operation of the Contract, as described in Paragraph 7.0 (Administration of Contract - Contractor) of the Contract.

2.3.5 Contractor Project Director and Contractor Project Manager shall effectively communicate in English, both orally and in writing.

2.3.6 Contractor Employee Staffing

Contractor shall provide and assign all personnel necessary to perform work within established time limits and to meet the work requirements of the Department in accordance with the Contract.

2.3.6.1 Contractor shall ensure that all persons employed, or pending employment by Contractor under the Contract, shall be competent, trustworthy and qualified to perform the work required under the Contract. Contractor shall maintain documentation of all training required under the Contract and received by employee prior to such employee beginning work.

2.3.6.2 Resumes and/or employment applications, required licenses, and certificates for all persons employed by, or pending employment by Contractor, shall be available to County Project Manager or their designee for review throughout the term of the Contract.

2.3.6.3 Contractor employees shall be assigned to all repair locations in numbers and classifications appropriate to perform the work requirements of the Contract, as approved by County Project Manager or designee.

2.3.6.4 Contractor employees who operate County-owned vehicles and/or equipment shall possess and maintain appropriate California driver's licenses, as well as trailer, tanker, and hazardous material endorsements, and other required endorsements for the type of vehicle driven. In like manner, all Contractor subcontractor personnel shall carry the same documents.

2.3.6.5 Contractor and Contractor's employees shall be required to comply with all applicable regulations and policies of the County and the Department. County Project Manager or designee will provide all applicable employee regulations and policies to Contractor on the effective date of the Contract and thereafter as such may be amended from time to time.

2.3.6.6 Contractor employees entering County repair locations or property shall wear identification badges and neat and clean attire consistent with the

type of work performed, as approved by County Project Manager or designee.

- 2.3.6.7 Contractor shall provide County Project Manager or designee with a complete personnel roster, including employees' after-hours telephone numbers for use in emergencies. Contractor shall update the roster as needed to reflect Contractor's most current staffing profile. Contractor shall provide an updated personnel roster to County Project Manager or designee immediately as information changes.
- 2.3.6.8 Contractor employees shall be at least 18 years of age to perform work under the Contract.
- 2.3.6.9 Staff employed by, or performing work on behalf of, Contractor shall be legally eligible to work in accordance with sub-paragraph 8.17 (Employment Eligibility Verification) of the Contract.
- 2.3.6.10 Contractor employees are required to read, write, speak, and understand the English language. Contractor employees shall effectively communicate with County personnel and read and understand vehicle repair manuals, technical service manuals, safety manuals, Material Safety Data Sheets (MSDS), and other work/safety-related bulletins, as applicable.
 - a. If it is determined by County Project Manager or designee that one or more Contractor employees do not meet the English speaking and/or English comprehension skills required by the Contract, County Project Manager or designee may require Contractor to remove these employees from County property and preclude them from working on Fleet vehicles under the Contract.
 - b. Contractor may request temporary, limited work exceptions (approved by County Project Manager or designee) for employees who show the potential to meet the English language requirement, if the request is accompanied by a written program to bring the employees up to the Contract standard in County Project Manager's sole discretion.
 - c. Contractor employees may be required to pass all appropriate brake certification tests, as applicable.
 - d. Contractor, at Contractor's expense, shall provide after-hours English language program for these employees. Contractor shall provide the Department with specific completion dates for the English language program, subject to approval by County Project Manager or designee. Contractor, at Contractor's expense, shall provide any backfill necessary for employees to complete the after-hours English language program.

- 2.3.6.11 County has the absolute right to approve or disapprove Contractor staff performing work under the Contract, including any proposed changes in Contractor staff.
- 2.3.6.12 Contractor shall notify County Project Manager or designee in writing of any proposed permanent replacement or reassignment of Contractor Key Personnel not less than fifteen (15) calendar days prior to such action, and not less than seven (7) calendar days prior to such action for technicians or other staff.
- a. Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced and with approval of County as specified in sub-paragraph 7.3 (Approval of Contractor's Staff) of the Contract.
 - b. County Project Manager or designee may require Contractor to remove any employee deemed careless, incompetent, insubordinate, incompatible, or otherwise objectionable.
 - c. In the event County determines it is necessary to remove any Contractor personnel when individuals fail to perform effectively and/or to ensure Contractor's compliance with the Contract, as determined by County Project Director or designee, County shall provide Contractor with fifteen (15) calendar days advance notice, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act). Contractor shall work with County on a mutually agreeable transition plan to ensure project continuity.
 - d. Contractor shall remove and replace any Contractor staff performing work under the Contract within twenty-four (24) hours when requested to do so by County Project Manager or designee.
- 2.3.6.13 Contractor shall provide uniforms for all Contractor technicians, and identification badges to all Contractor staff, performing work at County repair locations under the Contract, as approved by County Project Manager or designee.

2.3.7 Contractor Employee Qualifications and Training

- 2.3.7.1 Contractor shall, at Contractor's expense, within thirty (30) calendar days after the Work Start Date, and for any new-hires thereafter, provide a minimum of eight (8) hours of classroom training, which includes a demonstration of performance to ensure that journey-level employees are skilled in their assigned positions and are familiar with the safety and work requirements in the following categories:
- a. Vehicle maintenance and repair technician (Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location));

- b. Body shop worker
(Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location));
- c. FFS vehicle maintenance and repair technician
(Appendix B (Statement of Work Exhibits), Exhibit 3B (Administrative and Other Required Staffing));
- d. FFS boat technician
(Appendix B (Statement of Work Exhibits), Exhibit 3B (Administrative and Other Required Staffing)); and
- e. Relief/Additional support staff technician
(Appendix B (Statement of Work Exhibits), Exhibit 3B (Administrative and Other Required Staffing)).

Should the training timeframe specified in this sub-paragraph 2.3.7.1 be insufficient, as determined by County Project Manager or designee, this training may be provided within sixty (60) calendar days after the Work Start Date subject to prior approval by the County Project Manager or designee.

2.3.7.2 Contractor shall provide job safety training to all Contractor employees as set forth in sub-paragraph 2.3.8 (Employee Safety Program) of this SOW.

2.3.7.3 Contractor staff shall be skilled in their assigned tasks and familiar with the essential requirements of the Contract. Contractor shall provide continuing in-service job training to all staff filling positions in the categories listed in sub-paragraph 2.3.7.1 above, and other select Contractor staff, including those in the following areas:

- a. maintenance, repair, and quality control;
- b. PM and inspection schedules/requirements;
- c. tire and brake requirements;
- d. OEM recalls;
- e. campaign requirements;
- f. Technical Service Bulletins;
- g. fuel handling procedures at County repair locations;
- h. Fixed-Price and FFS Repair Order requirements;
- i. Fixed-Price and FFS maintenance, repairs, approvals, invoicing;
- j. ShopFax data entry for labor/parts/vendor cost data; and
- k. other specialized training required throughout this SOW or as directed by County Project Manager or designee.

2.3.7.4 Contractor shall ensure and document that employees receive on-going training appropriate to the position for which they are employed after they start work on the Contract, as approved by County, especially in the following areas, including, but not limited to:

- a. Fleet management;
- b. administration of Fleet services;
- c. computer systems operation (ShopFax, office systems, etc);
- d. vehicle diagnostic systems operation;
- e. vehicle licensing;
- f. vehicle decommissioning;
- g. vehicle/parts cannibalization;
- h. component fabrication/installation;
- i. vehicle outfitting;
- j. workplace and employee safety;
- k. workplace and employee emergency protocols;
- l. hazardous materials handling and disposal;
- m. tool and equipment safety and operation (hoists, frame machines, alignment systems, etc);
- n. safety equipment use;
- o. model year-to-year changes in safety equipment;
- p. vehicle maintenance, repair (e.g. mechanical, electrical, body, and frame repair);
- q. model year-to-year changes in mechanical, electrical, frame, and body; and
- r. OEM recalls and Technical Service Bulletins.

2.3.7.5 Contractor shall provide all training materials necessary to perform all services required under the Contract, including all training announcements, memos, letters, bulletins, instructions, and training handouts. Contractor shall provide such materials to County Project Manager or designee and County Supervising Contract Program Monitor at least twenty-four (24) hours prior to distribution to Contractor employees.

- a. Contractor shall require employees to sign an employee training verification form upon completion of any training, indicating that the employee has read and/or understands the information provided in the training. A signed training verification form is required each time training is provided. The training verification form shall be in a form and format acceptable to County Project Manager or designee.
- b. Contractor shall file and maintain the employee training verification forms with each employees' training records at the Eastern Avenue repair location throughout the term of the Contract.

2.3.7.6 Contractor shall develop a quick reference training booklet containing the essential Contract requirements, work standards, and instructions for specific training requirements included in, but not limited to, subparagraph 2.3.7.1 above. County Project Manager or designee reserves sole authority to determine which Contract requirements are "essential."

- a. Contractor shall provide ten (10) copies of the quick reference training booklet to County Project Manager or designee for review and approval within thirty (30) calendar days of the effective date of

the Contract. The final form and format of the quick reference training booklet shall be at the direction of County Project Manager or designee.

- b. Contractor shall amend the quick reference training booklet from time to time as requested by County Project Manager or designee or as needed due to changes to Contractor's operating procedures or changes to industry Fleet maintenance and repair standards.
- c. Contractor shall provide the quick reference training booklet to each employee during initial training. Contractor shall provide all employees with timely updates with respect to vehicle servicing, Repair Order processing, safe work practices, and other Contract requirements. Contractor's employees shall sign an acknowledgment of receipt, in a form and format acceptable to County Project Manager or designee. A new signed form is required each time the quick reference training booklet changes. Contractor shall require all employees to keep a copy of the quick reference training booklet at their workstations at all times.

2.3.7.7 Contractor shall provide employee training records within twenty-four (24) hours of a request by County Project Manager or designee.

- a. Training records include but are not limited to class rosters (which include Contractor's employee name, employee number, and signature, as well as the title of the class, date, time, location of training) and signed training verification forms.
- b. Contractor shall maintain all employee training records on file for the term of the Contract at the Eastern Avenue repair location.
- c. Contractor shall maintain the employee training records for a period of five (5) years following the Contract expiration date at a location within Los Angeles County.

2.3.7.8 All Contractor employees who perform brake system inspections and/or other brake work on vehicles shall, at a minimum, be certified/licensed to perform such work by the National Institute of Automotive Service Excellence (ASE) or the California State Bureau of Automotive Repair (BAR). Employee certifications shall be appropriate to the vehicles requiring inspection and/or repair; i.e. ASE medium/heavy truck, bus, automobile, or BAR class A, B, or C.

- a. Contractor employees who perform brake system work on Department motorcycles shall, at a minimum, be OEM-certified by the motorcycle manufacturer to perform such work. Employee training shall be appropriate to the motorcycles requiring inspection and/or repair. In lieu of OEM training, employees may submit evidence of comparable brake training, such as a certificate/diploma from an accredited motorcycle repair training

program/school, for written approval by County Project Manager or designee prior to performing such work.

- b. Contractor employees may, if approved by County Project Manager or designee, perform brake system work on vehicles, including motorcycles, during the first ninety (90) calendar days of their employment, provided an OEM-certified Contractor employee, ASE or BAR, inspects all such work. Contractor shall ensure such information is documented on a ShopFax Repair Order.
- c. Contractor shall inspect and warrant all brake work performed on Fleet vehicles by subcontractors prior to returning the vehicle to service. Contractor employees performing such brake inspections shall be certified/licensed to perform such work by ASE or BAR.
- d. Any exception to the certification/licensing requirements in this subparagraph 2.3.7.8 must be pre-approved in writing by County Project Manager or designee.

2.3.7.9 Contractor shall train, test, and certify each employee who is required to service, inspect, or repair vehicle passive-restraint airbag systems, prior to such employee servicing, inspecting, or repairing such systems.

- a. Contractor employees may, in lieu of receiving Contractor-provided training, and upon hire, provide documentation of training received from an independent source such as an OEM or community college.
- b. Contractor shall inspect and warrant all work on passive-restraint airbag systems performed on vehicles by subcontractors. Contractor shall indicate the date and inspecting employee's name on the Repair Order prior to returning the vehicle to service.

2.3.7.10 Contractor shall train each employee who is required to perform PM or repair work under the Contract in the proper inspection procedures for active-restraint seat belt inspections.

- a. Contractor shall train and certify all employees who are required to inspect vehicle active-restraint seat belt systems prior to such employees inspecting such systems.
- b. Contractor employees may, in lieu of receiving Contractor-provided training, and upon hire, provide documentation of training received from an independent source such as an OEM or community college.
- c. Contractor shall inspect and warrant all work on active-restraint seat belt systems performed on vehicles by subcontractors. Contractor shall indicate the date and inspecting employee's name on the Repair Order prior to returning the vehicle to service.

2.3.7.11 The Department's three (3) emission-testing facilities are located at the Eastern Avenue repair location, Pitchess Detention Center repair

location, and STAR Center repair location. See Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location).

- a. Contractor shall ensure, at all times, that a minimum of one (1) or more employees working at each of the three (3) Department emission testing facilities listed above have a current BAR emission check technician's license.
 - b. Contractor shall also ensure, at all times, that at least one BAR-licensed emission check technician is available on-site at each of the three emission-testing facilities during business hours, regardless of daily variances in repair location staffing.
- 2.3.7.12 All Contractor employees who operate the Chief Automotive Technologies (Chief) frame machine and the Chief Genesis Velocity (Genesis) measuring system shall have current documented training and certification on both of these systems.
- 2.3.7.13 Contractor's body and fender accident repair supervisor shall have at least five (5) years of experience in body and fender repair at the journeyman level, and at least three (3) years of experience supervising a collision repair shop within the last ten (10) years.
- a. In addition, Contractor shall provide one qualified Collision Estimator, as listed in Appendix B (Statement of Work Exhibits), Exhibit 3B (Administrative and Other Required Staffing), with at least five (5) years of prior experience, within the last ten (10) years, in collision repair estimating and who shall, at a minimum, be certified in collision repair estimating by ASE, specifically, (B6) Damage Analysis & Estimating Certification Test.
 - b. All Contractor employees who perform body and fender repairs on vehicles shall be certified/licensed to perform such work by the National Institute of Automotive Services Excellence (ASE) B-Series, or I-CAR, or have an AA/AS Degree in Auto Body/Collision Repair from an accredited college/trade school.
- 2.3.7.14 All Contractor employees who perform headlight adjustments on vehicles shall be BAR licensed lamp adjusters. Contractor's licensed employees shall certify the lighting systems on all vehicles repaired due to accidents involving side or front impacts, or other impact areas that would possibly affect proper headlight alignment of the vehicle, as determined by the Contractor Project Manager or designee and approved by County Project Manager or designee.
- 2.3.7.15 Contractor shall staff two (2) or more employees to work at the Eastern Avenue repair location who have a current BAR lamp adjuster license to perform headlight alignment.

- a. Contractor shall perform headlight alignment to any vehicle requiring headlamp replacement prior to returning the vehicle to service. Contractor shall document the headlight adjustment on the ShopFax Repair Order.
- b. Regardless of where headlight alignment work is performed, such work shall be within labor hours specified in CCC One Estimating (or an alternate crash estimating guide approved by County Project Manager or designee).

2.3.7.16 Contractor’s Employees, Drivers Licenses

In addition to the requirements stated under sub-paragraph 2.3.6.4 above and as specified in Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location), Contractor shall:

- a. staff the Eastern Avenue repair location with employees who possess Class M, Class B, and/or Class A California driver’s licenses, including tanker and hazardous material endorsements;
- b. staff the Pitchess Detention Center repair location with employees who possess a Class B and/or Class A California driver’s licenses, including tanker and hazardous material endorsements; and
- c. staff the Men’s Central Jail repair location with employees who possess a Class B and/or Class A California driver’s license with passenger and airbrake endorsements, in order to properly road test and/or transport affected vehicles to subcontractors or other repair locations set forth in Appendix B (Statement of Work Exhibits), Exhibit 2 (Department Repair Locations).

County Project Manager or designee must approve any exception to these licensing requirements in writing.

2.3.8 Employee Safety Program

Contractor shall ensure all employees, prior to beginning work under the Contract, are trained in safe work practices, and the proper handling of hazardous materials associated with the work as set forth in sub-paragraph 3.6 (Hazardous and Non-Hazardous Material, Handling) of this SOW. Such training may be performed by Contractor or any qualified outside vendor, at Contractor's sole expense, with the concurrence of County Project Manager or designee. Contractor shall not invoice County for any training expenses.

2.3.8.1 Contractor employees who operate equipment under the Contract shall be trained in the correct and safe operation of the particular equipment being used, including, but not limited to; forklifts, tugs, hoists, drills, welders, grinders, air compressors, tire machines, balancers, and electrical apparatus.

2.3.8.2 Contractor employees shall not use cellular phones, blue tooth devices, and similar electronic communication and audio equipment while operating any County or Contractor-owned equipment under the Contract. Contractor employees shall be trained to understand the hazards of operating cellular phones, bluetooth devices, and similar electronic communication and audio equipment while on duty.

2.3.8.3 Contractor shall develop a comprehensive safety program, inclusive of all employee training requirements. The purpose of the safety program is to ensure that all work is conducted in a safe manner and complies with the Contract, as well as with County, State and local requirements, rules and regulations, including all California Occupational Safety and Health Administration (Cal OSHA) standards.

2.3.8.4 Employee Safety Manual

2.3.8.4.1 Contractor shall deliver a draft employee safety manual (safety manual) with the Operational Plan required under sub-paragraph 3.3 (Operational Plan) of this SOW. The safety manual shall minimally include comprehensive instructions in safe job practices, as well as safe operating instructions for selected equipment. Contractor shall edit and update the draft manual for final approval by County Project Manager or designee prior to distribution to Contractor employees. (The safety manual is in addition to the quick reference training booklet requirement set forth in sub-paragraph 2.3.7.6 above).

2.3.8.4.2 Contractor shall provide an approved safety manual to all employees performing work under the Contract within ninety (90) calendar days after the Work Start Date. Contractor's employees shall sign an acknowledgment of receipt of the safety manual, in a form and format acceptable to County Project Manager or designee.

2.3.8.4.3 Safety manual updates: Contractor shall distribute updated safety manuals, or new safety instructions, to all employees as required from time to time. A new signed acknowledgment of receipt form is required each time the safety manual is updated.

2.3.8.4.4 Contractor shall provide an approved safety manual to newly hired employees scheduled to perform work under the Contract within ninety (90) calendar days of their respective hire date. Contractor's new hires shall sign an acknowledgment of receipt of the safety manual, in a form and format acceptable to County Project Manager or designee.

2.3.8.4.5 Contractor shall ensure all employees have read and understand the information in the safety manual.

2.3.8.4.6 Contractor shall require all employees to keep a copy of the most current safety manual and instructional materials at their workstations at all times.

2.3.8.5 Upon completion of safety-related training, Contractor shall require employees to sign a verification form indicating they have been trained in, and understand, the safe operation of each particular piece of equipment being used, pursuant to sub-paragraph 2.3.8.1 of this SOW.

2.3.8.6 Contractor shall maintain all employee safety training verification forms and safety manual acknowledgment-of-receipt forms at the Eastern Avenue repair location throughout the term of the Contract, and for a period of five (5) years after Contract expiration, pursuant to sub-paragraph 2.3.7.7 of this SOW.

2.3.9 Contractor Failure to Comply with County Safety Requirements

2.3.9.1 If, at any time, Contractor or Contractor's employee fails or refuses to comply with County safety requirements, County Project Manager or designee may issue an order stopping all or part of the work under the Contract until Contractor implements satisfactory corrective action to remedy the non-compliance.

2.3.9.2 No part of the time lost due to any such work stop order may be subject to claim by Contractor for cost, damages, or extension of repair time requirements set forth in sub-paragraph 4.9.5 (General Repair Time Requirements) of this SOW.

2.3.10 Reporting Incidents and Occupational Accidents

Contractor shall report all incidents or occupational accidents that occur during the provision of work required under the Contract, to County Project Manager or designee, in writing, within twenty-four (24) hours of occurrence or discovery.

2.3.11 Contractor Employee Monetary Incentive Program

2.3.11.1 Contractor shall implement a monetary incentive program to encourage employees to become ASE and BAR-certified to maintain and repair various vehicle systems and components.

2.3.11.2 Contractor shall also provide monetary incentives to encourage technicians, supervisors, and quality control personnel to obtain and maintain Class M, Class B, and/or Class A California driver's licenses, including monetary incentives for additional endorsements, such as tanker, hazardous material, and passenger.

2.3.11.3 Contractor may limit the incentive program to a total of ten (10) certifications and/or licenses, including endorsements, per employee.

2.3.12 Injury and Illness Prevention Program

Contractor shall comply with Section 3203 of Title 8 of the California Code of Regulations requiring all California employers to establish, implement, and maintain a written and effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program. The IIPP is subject to review by Cal/OSHA inspectors.

2.3.12.1 Contractor shall provide all employees performing work under the Contract with an IIPP briefing. The briefings may be conducted one-on-one or as group sessions.

2.3.12.2 Contractor shall require each employee to sign an IIPP acknowledgement form verifying the date of the briefing and attesting to their understanding of the IIPP. The form and format of the IIPP form shall be approved by the County Project Manager or designee.

2.3.12.3 Contractor shall maintain the signed employee IIPP acknowledgement forms at the Eastern Avenue repair location throughout the term of the Contract and for a period of five (5) years after Contract expiration at a location within Los Angeles County.

3.0 FLEET MANAGEMENT SERVICES

3.1 Start-Up and Transition

Contractor shall utilize industry best practices to efficiently transition the provision of Fleet management and maintenance services from the outgoing contractor to Contractor. Contractor shall address all start-up and transition requirements in a timely fashion and in a manner so as not to negatively impact nor impede the outgoing contractor's Fleet operation.

Upon Contractor's successful completion of the start-up and transition requirements set forth below, Contractor shall commence the actual day-to-day automotive fleet management and maintenance services required under the Contract, as further described in sub-paragraph 3.2 (Work Start Date, Contractor Obligations) below.

3.1.1 Start-Up and Transition Period (STP)

3.1.1.1 The STP begins upon the effective date of the Contract, which shall be the date of approval and execution of the Contract by the County Board of Supervisors. The STP shall continue through the balance of the then-current month and up to ninety (90) calendar days thereafter, or as otherwise approved in writing by County Project Manager or designee.

3.1.1.2 County may provide office space for Contractor's use during the STP at the Department's Eastern Avenue repair location listed on Appendix B (Statement of Work Exhibits), Exhibit 2 (Department Repair Locations).

3.1.2 STP Requirements, Tasks

3.1.3

As part of the Contractor's STP requirements, and unless otherwise approved by County in writing, Contractor shall:

3.1.3.1 Inspect and identify all repair location equipment and capabilities;

3.1.3.2 Examine the condition of all Department repair locations and facility equipment in their then-current condition;

3.1.3.3 Prior to the Work Start Date, identify any repair location and facility equipment non-compliance with local, city, County, state or federal regulations, and recommend remedies for any repair location/equipment non-compliance, including costs, for inclusion in the Operational Plan described in sub-paragraph 3.3 (Operational Plan). Each recommendation for inclusion in the Operational Plan shall have the written approval of County Project Manager or designee prior to the Work Start Date (see sub-paragraph 3.3 (Operational Plan));

3.1.2.3.1 Contractor shall be entitled to a one-time only reimbursement to offset any County repair location regulatory compliance costs pursuant to sub-paragraphs 3.1.2.3.2 and 3.1.2.3.3 below. Thereafter, all facility compliance costs shall be borne exclusively by Contractor throughout the term of the Contract. Contractor shall not be entitled to further reimbursement by County for said costs.

3.1.2.3.2 Contractor shall be reimbursed for the one-time only facility regulatory compliance costs only when: 1) County-approved methods for cost calculations are used, 2) costs are pre-approved in writing by County Project Manager or designee, and 3) costs are submitted for reimbursement in the format required by County.

3.1.2.3.3 The final decision as to the timeframe, method, and cost of remedies for any facility repair due to non-compliance shall be at the sole discretion of the County.

3.1.2.3.4 Contractor waives any and all demands upon County for further alterations, repairs, or improvements beyond those indicated in the Operational Plan and agreed to by County prior to the Work Start Date.

3.1.2.3.5 Notwithstanding the above, Contractor shall make no alterations or improvements to repair locations without prior written approval of County.

3.1.3.4 Interview employees who are employed by the outgoing fleet contractor and make employment offers to potential employee new hires;

- 3.1.3.5 Provide as-needed pre-employment training to prospective Contractor employees, after-hours or on weekends, at Contractor's sole expense;
- 3.1.3.6 Ensure that Contractor's employees, new hire employees, and those employees who are transitioning from the outgoing fleet contractor to Contractor, submit to Department background checks. See Appendix C (Sample Contract), sub-paragraph 7.5 (Background and Security Investigations). County will pay costs associated with County background checks;
- 3.1.3.7 Secure worker's compensation/employer's liability coverage for all newly-hired employees, and ensure continued coverage for those employees who are transitioning from the outgoing fleet contractor to Contractor;
- 3.1.3.8 Provide County-approved uniforms and identification badges to Contractor employees as specified in sub-paragraph 2.3.6.13 of this SOW;
- 3.1.3.9 Establish a comprehensive parts inventory;
- 3.1.3.10 Establish agreements with parts suppliers to satisfy the requirements in sub-paragraph 3.10 (Parts Management and Standards) and elsewhere in this SOW, so as to ensure that there is no interruption in County service. Among the options for ensuring this transition is to coordinate with outgoing fleet contractor to ensure a smooth transition with parts and part suppliers; examples could be:
 - 3.1.2.10.1 Contractor and outgoing fleet contractor may choose to inventory the current parts, tires, and petroleum products on hand, and incoming Contractor could purchase all or most of the current inventory at fair market value;
 - 3.1.2.10.2 Contractor may choose to temporarily contract with outgoing fleet contractor's parts supplier(s) for a period of time (six (6) months for example) to ensure continuity of service; or
 - 3.1.2.10.3 Contractor may choose to establish agreements with their own parts supplier(s) to facilitate the transition with the outgoing fleet contractor's vendors prior to the Work Start Date.
- 3.1.3.11 Establish agreements with subcontractors to provide hazardous and non-hazardous waste disposal to satisfy the work requirements outlined in sub-paragraph 3.6 (Hazardous and Non-Hazardous Materials, Handling) and elsewhere in this SOW.
- 3.1.3.12 Establish agreements with outgoing fleet contractor's subcontractors, or other subcontractors, to provide towing and emergency road services to satisfy the work requirements outlined in sub-paragraph 4.25 (Towing and Emergency Road Services) of this SOW. Contractor shall ensure there is no interruption in emergency road services and towing. The

subcontractor selection process and pricing shall be subject to prior approval by County Project Manager or designee;

- 3.1.3.13 Establish agreements with subcontractors to provide upholstery, alignment, exhaust, and complete tire repair/replacement work, which shall be picked up and delivered by subcontractors located within a five (5) mile radius of each staffed repair location; should subcontractor be unable to pick up and/or deliver vehicle, it will be the Contractor's responsibility to transport vehicle to and from the subcontractor.
- 3.1.3.14 Establish agreements with subcontractors to provide other services as determined by County;
- 3.1.3.15 Set up all office locations. In addition to ShopFax computers and terminals already provided by the Department, Contractor shall supply and maintain "own-use" business-use computers (e.g. desktop computers, printers, fax machines, and perishables (paper, ink cartridges, toner, etc.)), as well as all accounts payable and payroll systems;
- 3.1.3.16 Install additional phone system and computer email lines, if necessary at repair locations, at no cost to County, upon written approval by County Project Manager or designee. Contractor may use County telephones used by previous contractor. County will pay for County telephone voice-line expenses for County telephone lines used by previous contractor. Additional terms of use for telephone and data transmission lines, as well as payment obligations, are outlined in sub-paragraph 5.8 (Other Information Systems/Services) of this SOW;
- 3.1.3.17 Install all necessary repair location safety equipment in appropriate quantities, including, but not limited to: eye wash stations, first aid kits, fire extinguishers, fuel caddies, hazardous material spill kits, and oily rag containers;
- 3.1.3.18 Provide Contractor employee training on County's procedures and requirements for vehicle outfitting, preparation for decommissioning, cannibalization, vehicle licensing, etc., as well other requirements specified throughout this SOW;
- 3.1.3.19 Provide Contractor employee training on the use of ShopFax;
- 3.1.3.20 Obtain all required business licenses, permits and certifications as specified in sub-paragraph 3.5 (Licenses, Permits, Certifications) of this SOW; and
- 3.1.3.21 Obtain and maintain all employee and business permits, licenses, endorsements, and certifications. These include, but are not limited to, those involving paint spray booths, hazardous materials, air conditioning machines, safety, environmental, BAR emission, BAR or ASE brakes, and various miscellaneous operating permits.

3.2 Work Start Date, Contractor Obligations

3.2.1 Contractor shall achieve formal acceptance from County for successful completion of all STP requirements set forth in sub-paragraph 3.1 (Start-Up and Transition) of this SOW. Such formal acceptance shall mark the commencement of the actual day-to-day automotive fleet management and maintenance services required under the Contract, described herein as the “Work Start Date.” The Work Start Date approved by the County Project Manager or designee shall be set forth and documented on a Change Order in accordance with Appendix C (Sample Contract), sub-paragraph 8.1 (Change Orders and Amendments), and shall include a checklist of the STP requirements set forth in sub-paragraph 3.1 (Start-up and Transition) of this SOW.

3.2.2 Contractor shall accept the condition of all Department repair locations and equipment in their then-current condition on the Work Start Date.

3.2.3 Initial Fleet Reconfiguration and Reassignment

Within five (5) business days after the Work Start Date, Contractor shall review the entire Fleet and make an initial Fleet reconfiguration and reassignment (Fleet-size adjustment). Contractor’s initial Fleet reconfiguration and reassignment obligations are further detailed in sub-paragraph 5.4.7 (Initial Fleet Reconfiguration and Reassignment) of this SOW.

3.2.4 Parts Inventory, Usage, Coding and Verification

Within one hundred-eighty (180) calendar days after the Work Start Date, Contractor shall verify and update the “vehicle maintenance reporting standards” (VMRS) codes for all parts entered into the ShopFax inventory. Contractor’s VMRS code verification obligations are further detailed in sub-paragraph 5.4.8 (Parts Inventory, Usage, Coding, and Verification) of this SOW.

3.2.5 Tools and Equipment, Initial Inventory

Within sixty (60) calendar days after the Work Start Date, Contractor shall conduct, in coordination with the Department, an initial joint inventory and inspection of County-furnished tools and equipment to be used under the Contract. Each tool and piece of equipment, its location, and operating condition shall be jointly agreed-to and documented. The form and format of the inventory documentation shall be at the direction of County Project Manager or designee.

3.2.6 ShopFax Fleet Codes Procedures Review

Within one hundred-eighty (180) calendar days after the Work Start Date, Contractor shall conduct an initial review of all ShopFax “Fleet Codes” procedures. Contractor shall recommend changes or improvements to County Project Manager or designee.

3.2.7 Physical Fleet Inventory and Verification (Inventory), ShopFax Record Review

Within three hundred sixty-five (365) calendar days after the Work Start Date, Contractor shall complete a physical Fleet inventory and ShopFax record review. Contractor's physical Fleet inventory obligations are further detailed in sub-paragraph 5.4.10 (Physical Fleet Inventory and Verification, ShopFax Record Review) of this SOW.

3.3 **Operational Plan**

- 3.3.1 The "Operational Plan" is a detailed document written, maintained, and followed by the Contractor, approved initially and annually by the County, outlining "what, where, and how" the services required under the Contract will be provided by Contractor.
- 3.3.2 Within forty five (45) calendar days after the Work Start Date, Contractor shall submit the revised Operational Plan to the County Project Manager or designee for review.
- 3.3.3 Within sixty (60) calendar days after the Work Start Date, County Project Manager or designee will review and approve Contractor's Operational Plan.
- 3.3.4 Contractor shall update the Operational Plan objectives annually, based on Contractor's Annual Report required pursuant to sub-paragraph 7.5 (Annual Report) of this SOW, and Contractor's prior year's work performance, as determined by County Project Manager or designee. Contractor shall deliver to County Project Manager or designee, for County Project Manager's approval, an updated Operational Plan annually thereafter, within thirty (30) calendar days after the anniversary of the Contract's effective date.
- 3.3.5 Contractor's Operational Plan shall include a description of all services to be provided under the Contract, including, but not limited to, the following:
 - 3.3.5.1 Remedies for facility non-compliance, including costs, and Contractor's timeline and methods to effect all required repairs;
 - 3.3.5.2 Scope of services provided, by repair location;
 - 3.3.5.3 Planned hours of operation, by repair location;
 - 3.3.5.4 Complete staffing levels, by job classification and location, for all work locations, including the minimum staff required according to Appendix B, Exhibit 3A (Minimum Staffing Levels per Repair Location) and Exhibit 3B (Administrative and Other Required Staffing).
 - 3.3.5.5 Employee benefits program for Contractor employee-planned holidays and other time-off benefits;
 - 3.3.5.6 Resumes of proposed change in Contractor Project Director and Contractor Project Manager. County reserves its exclusive right to approve or disapprove the candidates without cause and for any reason whatsoever;

- 3.3.5.7 Preventive Maintenance (PM) Program, as required in Appendix B, (Statement of Work Exhibits), Exhibit 4 (Preventive Maintenance Schedules, Labor Times, and Vehicle Classifications) and Appendix B (Statement of Work Exhibits), Exhibit 5 (Preventive Maintenance and Other Inspection Checklists), including any modifications to Appendix B (Statement of Work Exhibits), Exhibit 4 (Preventive Maintenance Schedules, Labor Times, and Vehicle Classifications) and Exhibit 5 (Preventive Maintenance and Other Inspection Checklists) which may be required from time to time by the County;
- 3.3.5.8 A repair location environmental compliance program;
- 3.3.5.9 Repair location maintenance and repair program, as required in sub-paragraph 3.4.1 (Repair Location Internal Maintenance) of this SOW;
- 3.3.5.10 Maintenance and repair program for County-furnished tools and equipment, as required in sub-paragraph 3.4.3 (County-Furnished Tools and Equipment, Maintenance and Repair) of this SOW;
- 3.3.5.11 Energy saving measures, identifying all energy saving measures Contractor has implemented, or plans to implement (such as a closing checklist for turning off lights, etc.), by specific repair location. See sub-paragraph 10.2.2 (Repair Locations and Office Space) of this SOW. Contractor shall also provide this information in the Annual Report required in sub-paragraph 7.5 (Annual Report) of this SOW;
- 3.3.5.12 Hazard communications program, as required in sub-paragraph 3.6.1.6 of this SOW;
- 3.3.5.13 Hazardous material spill containment plan, as required in sub-paragraph 3.6.1.1 of this SOW;
- 3.3.5.14 Employee safety program, as required in sub-paragraph 2.3.8 (Employee Safety Program) of this SOW;
- 3.3.5.15 Employee safety manual, as required in sub-paragraph 2.3.8.4 of this SOW;
- 3.3.5.16 Fleet record management program, including, but not limited to, the requirements specified in Paragraph 8.0 (Record Keeping Requirements) of this SOW;
- 3.3.5.17 Clean fuel program, as required in sub-paragraph 3.7 (Clean Fuel Program) of this SOW;
- 3.3.5.18 Warranty information management, as required in sub-paragraph 3.8 (Warranty Work) of this SOW;
- 3.3.5.19 OEM recall programs and Technical Service Bulletins, as specified in sub-paragraph 3.9 (OEM Recall Programs, Technical Service Bulletins, Manuals) of this SOW;

3.3.5.20 Quality Control Plan, including, but not limited to, the requirements specified in sub-paragraph 9.2 (Quality Control Plan) of this SOW; and

3.3.5.21 Quality control corrective action plan process with specific steps and timetable Contractor will use to achieve compliance.

3.4 **Repair Locations and Facility Equipment**

3.4.1 **Repair Location Internal Maintenance**

Contractor shall be responsible for the safety and clean appearance of all repair locations, their workshops, and other assigned areas at all times.

3.4.1.1 **Maintenance Schedule.** Contractor shall establish a maintenance schedule for the internal maintenance and housekeeping of all offices, shop areas, and restrooms of each Contractor-occupied repair location.

3.4.1.2 Internal maintenance and housekeeping includes, but is not limited to, sweeping, mopping, dusting, and cleaning necessary to maintain safe, neat, clean, and sanitary working conditions.

3.4.1.3 At the direction of the County Project Manager or designee, Contractor shall repair and/or replace the following: 110-volt light bulbs; fluorescent light bulbs; glass; soap/towel/toilet paper dispensers; keys; knobs and handles; minor plumbing (such as stopped-up toilet); stopped-up sinks; worn/damaged faucets; Contractor employee caused damage; and any/all other internal maintenance and housekeeping items required for a safe and sanitary environment.

3.4.1.4 Contractor shall immediately clean all spills and promptly remedy all other identified safety hazards.

3.4.1.5 Contractor shall furnish all supplies and materials needed to perform internal maintenance and housekeeping.

3.4.1.6 Contractor shall clearly label and store all maintenance and cleaning supplies in authorized and secure areas only, as approved by County Project Manager or designee.

3.4.1.7 Contractor shall store waste materials and rubbish in appropriate containers, ensuring waste does not accumulate and is disposed of properly.

3.4.1.8 **Restrooms.** Contractor shall clean restrooms at the following repair locations:

- Men's Central Jail repair location
- Pitchess Detention Center repair location
- Eastern Avenue repair location (two (2) sets of men's and women's restrooms; one set near Door 50 on the ground floor, and one set

on second floor above Department radio installation area near Door 39).

- 3.4.1.9 Contractor shall furnish and stock restrooms listed in sub-paragraph 3.4.1.8 (Restrooms) above with an adequate supply of expendable personal hygiene supplies, such as hand soap, towels, toilet paper, and air fresheners.
- 3.4.1.10 Contractor's obligation to maintain restrooms shall be limited to the repair locations listed in sub-paragraph 3.4.1.8 (Restrooms) above, unless otherwise directed by County Project Manager or designee to provide restroom services at any of the other Department repair locations.

3.4.2 County-Furnished Tools and Equipment, End-of-Contract Inventory

- 3.4.2.1 Department and Contractor personnel shall, sixty (60) calendar days prior to the expiration or termination of the Contract, conduct a joint inventory and inspection of County-furnished tools and equipment (County tools) used under the Contract. Each tool and piece of equipment, its location and operating condition, will again be jointly agreed to and documented at that time.
- 3.4.2.2 Contractor shall be accountable for missing and/or damaged County tools (except for normal wear and tear), as determined by County Project Manager or designee. County will withhold the fair market value of missing and/or damaged County tools from Contractor's final invoice payment.

3.4.3 County-Furnished Tools and Equipment, Maintenance and Repair

- 3.4.3.1 Contractor shall establish a maintenance and repair program for all County-furnished tools and equipment (County tools). The County-furnished tool and equipment maintenance and repair program shall include OEM-recommended inspection and servicing schedules, and, if applicable, Contractor-recommended inspection and servicing schedules.
- 3.4.3.2 Contractor shall acquire and maintain for Contractors' reference, OEM technical manuals for all County tools, when available, either in hard copy or electronic formats, or via on-line information services.
- 3.4.3.3 Contractor shall, in the absence of an OEM technical manual, and no later than one hundred and eighty (180) calendar days after the Work Start Date, draft written procedures manuals to maintain such County tools, and provide such manuals to all applicable technical staff.
- 3.4.3.4 County tools include, but may not be limited to:
 - a. Compressors
 - b. In-ground and above-ground hoists
 - c. Hose reels
 - d. Air lines

- e. Barrel pumps
 - f. Above-ground storage tanks inclusive of pumps and hoses (for new oil, waste oil, transmission fluid, antifreeze storage)
 - g. Emission test machines (currently, machines are being leased by County)
 - h. Dynamometers
 - i. Chief frame rack, and Genesis measuring system
 - j. Paint booth
 - k. Steam cleaners
 - l. Welding equipment
 - m. Hydraulic presses
 - n. Jacks
 - o. Tugs
 - p. Forklifts
 - q. Electric utility carts
 - r. Rotunda and OTC diagnostic scan tools with laptops
- 3.4.3.5 Contractor shall inspect and maintain all County tools in accordance with Contractor's maintenance and repair program (sub-paragraph 3.4.3.1 above).
- 3.4.3.6 Contractor shall repair inoperative County tools immediately. Out-of-service time for any County tool shall not exceed five (5) business days.
- 3.4.3.7 Contractor shall refurbish existing County tools, as needed, with prior written approval County Project Manager or designee.
- 3.4.3.8 Contractor shall supply temporary replacements for County tools when out-of-service time exceeds two (2) business days, at the request of County Project Manager or designee. Department will reimburse Contractor through FFS/Direct Purchase if there is a rental charge to supply temporary replacements for County tools.
- 3.4.3.9 Contractor shall make equipment "replace-versus-repair" recommendations to the County Project Manager or designee when repairs do not appear to be cost-effective, nor in accordance with industry practices.
- 3.4.3.10 The final decision to replace or repair County tools will be the sole responsibility of County Project Manager or designee, based on Contractor's repair location inspections, maintenance, and servicing history. See sub-paragraph 3.4.6 (Repair Location and Facility Equipment, Records/Reporting) of this SOW.
- 3.4.3.11 County and Contractor may elect to share the costs for County tool replacement, at the sole discretion of County Project Manager or designee.
- 3.4.3.12 Replacement of County Tools, Contractor Negligence.

- 3.4.3.12.1 Contractor shall be responsible for all excessive wear, breakdown, loss, damage, or destruction of County tools resulting from Contractor's misuse or inadequate maintenance of County tools (Contractor negligence).
- 3.4.3.12.2 Contractor shall replace such County tools, at Contractor's sole expense, within ten (10) business days of final approval by County Project Manager or designee.
- 3.4.3.12.3 Contractor shall purchase, at Contractor's expense, comparable replacements for such County tools using a competitive purchasing process approved by County Project Manager or designee.
- 3.4.3.12.4 Failure to replace County tools in a timely fashion may subject Contractor to daily assessments outlined in Appendix B (Statement of Work Exhibits), Exhibit 8 (Performance Requirements Summary (PRS) Chart). Additionally, County reserves the sole right to purchase replacement tools. In such event, County shall deduct the cost of such tools, plus taxes, plus a 2% administrative handling fee, from Contractor's most current monthly Fixed-Price invoice. Notwithstanding County's right to purchase said tools, all Performance Requirements Summary (PRS) Chart daily assessments will remain in full force and effect until such time the County is in receipt of replacement tools.

3.4.3.13 Replacement of County Tools due to Normal Wear, Obsolescence

- 3.4.3.13.1 Contractor shall replace County tools requiring replacement due to normal wear and tear or obsolescence within ten (10) business days of final approval by County Project Manager or designee. Failure to replace County tools in a timely fashion may subject Contractor to daily assessments outlined in Appendix B (Statement of Work Exhibits), Exhibit 8 (Performance Requirements Summary (PRS) Chart).
- 3.4.3.13.2 Contractor shall purchase or lease comparable replacements for County tools using a competitive purchasing process approved by County Project Manager or designee. Any County replacement tools purchased and/or installed by Contractor pursuant to this subparagraph 3.4.3.13 (Replacement of County Tools due to Normal Wear, Obsolescence) will be paid for by County, plus a 2% administrative fee (see Exhibit B (Price Sheet)), in the following billing month, as approved by County Project Manager or designee.

- 3.4.3.14 All County tools purchased and/or installed by Contractor for County shall become County property, unless otherwise determined by County Project Manager or designee.
- 3.4.3.15 Contractor may amortize the value of Contractor-purchased County tools using a method acceptable to County.
- 3.4.3.16 For the purposes of computing amortization, County tools purchased prior to and including the fifteenth (15) calendar day of any month will be considered as having been purchased on the first day of the month. County tools purchased after the fifteenth calendar day of the month and prior to the first day of the succeeding month are considered purchased on the first day of the succeeding month.
- 3.4.3.17 In the event of early termination of the Contract, County will reimburse Contractor for the unamortized value, less depreciation, for select County tools purchased by Contractor during the Contract term, and only for those replacement tools purchased pursuant to sub-paragraph 3.4.3.13 above.
- 3.4.3.18 Contractor's maintenance and servicing obligations for County's Fleet information systems is outlined in Paragraph 5.0 (Fleet Management Information Systems and Services) of this SOW.

3.4.4 Contractor-Owned Tools and Equipment

- 3.4.4.1 Contractor shall furnish and maintain sufficient tools and equipment to perform the required work under the Contract.
- 3.4.4.2 Contractor shall establish a maintenance and repair program for all Contractor-owned tools and equipment. The maintenance and repair program shall include OEM-recommended inspection and servicing schedules, and, if applicable, Contractor-recommended inspection and servicing schedules.
- 3.4.4.3 Contractor shall inspect and maintain all Contractor-owned tools in accordance with Contractor's maintenance and repair program (see sub-paragraph 3.4.4.2 above).
- 3.4.4.4 Contractor shall repair inoperative Contractor-owned tools immediately. Out-of-service time shall not exceed five (5) business days.
- 3.4.4.5 Contractor shall acquire and maintain all related technical service manuals and/or obtain access to technical and informational web sites, as necessary.
- 3.4.4.6 Contractor may, at Contractor's sole expense, provide additional improved tools and equipment (additional tools), with advance approval of County Project Manager or designee.

3.4.4.6.1 Prior to Contractor's acquisition of additional tools, Contractor may request to negotiate terms for sharing the cost of any new equipment with County Project Manager or designee.

3.4.4.7 Upon termination of the Contract, County, at its option, may elect to purchase Contractor-owned tools and equipment, with Contractor's concurrence, less depreciation.

3.4.5 Repair Locations/Tools and Equipment, Monthly Inspections

Contractor shall perform monthly facility inspections, regular maintenance, and as-needed servicing of all repair locations, County-furnished tools and equipment, and Contractor-owned tools and equipment (collectively, "equipment").

3.4.5.1 Contractor shall inspect and properly maintain all repair locations, tools and equipment, a minimum of once monthly (See sub-paragraphs 3.3.5.9 and 3.3.5.10 above).

3.4.5.2 Contractor shall service and/or repair all County-furnished tools and equipment, and Contractor-owned tools and equipment in accordance with OEM standards.

3.4.5.3 Contractor shall ensure that the condition of all shop and safety equipment meets or exceeds automotive industry, Cal/OSHA, and American National Standards Institute (ANSI) standards.

3.4.5.4 Contractor shall document all monthly inspections (See sub-paragraph 3.4.6.3 below).

3.4.5.5 Contractor shall ensure that a current employee safety manual is available at each workstation as required by sub-paragraph 2.3.8.4 (Employee Safety Manual) of this SOW.

3.4.5.6 Contractor shall modify repair location and equipment inspection schedules and processes as required by County Project Manager or designee.

3.4.6 Repair Location and Facility Equipment, Records/Reporting

3.4.6.1 Contractor shall maintain accurate records of all repair location equipment, facility internal maintenance, and equipment maintenance and repairs, as well as all documented justifications for repairs and Contractor recommendations for replacement of County-furnished tools.

3.4.6.2 Contractor shall make such records available within forty-eight (48) hours upon request by County Project Manager or designee. Contractor shall maintain such records for the term of the Contract at the Eastern Avenue repair location and for a period of five (5) years following the expiration or termination of the Contract at a location in Los Angeles County.

- 3.4.6.3 Contractor shall report the condition of repair locations/stations as part of the Monthly and Quarterly Reports, as specified in sub-paragraph 7.3 (Monthly Report) and sub-paragraph 7.4 (Quarterly Report) of this SOW.
- 3.4.6.4 Contractor shall report the status of facility environmental compliance in the Quarterly Report, as specified in sub-paragraph 7.4 (Quarterly Report) of this SOW.

3.4.7 Repair Location Restoration at Contract Conclusion

Upon the expiration or termination of the Contract Contractor shall restore all repair locations to their original condition as of the Work Start Date, less normal wear, to the satisfaction of the County Project Manager or designee.

- 3.4.7.1 Contractor shall remove all fixtures and/or personal property belonging to Contractor within ten (10) business days after expiration or termination of the Contract.
- 3.4.7.2 Removal of fixtures and/or personal property shall be accomplished in such a manner to minimize any disruption of services that Contractor or incoming contractor may be performing. Contractor, upon such removal, is responsible for restoring repair locations to their original condition as of the Work Start Date, less normal wear.
- 3.4.7.3 All improvements to repair locations made by Contractor shall become County property upon expiration or termination of the Contract.
- 3.4.7.4 Contractor's property that is not removed from the premises, as required by County, shall become County property ten (10) business days after expiration or termination of the Contract.
- 3.4.7.5 Contractor shall return all County-furnished tools and equipment in their original condition as of the Work Start Date, less normal wear, upon expiration or termination of the Contract.
- 3.4.7.6 Contractor shall replace or repair damaged County-furnished tools pursuant to sub-paragraph 3.4.3.12 (Replacement of County Tools, Contractor Negligence). Contractor shall replace damaged or missing County tools with tools of comparable quality and functionality. In lieu of Contractor's replacement of such County-furnished tools, County shall deduct the fair market value of such tools from Contractor's most current invoice, or Contractor shall otherwise reimburse County within thirty (30) calendar days of the expiration or termination of the Contract, as determined by County Project Manager or designee.

3.5 Licenses, Permits, Certifications

- 3.5.1 Contractor shall obtain, and maintain current, all required business licenses, permits, and certifications required for the performance of all work associated with the Contract, at no additional cost to the County.

- 3.5.2 Contractor shall obtain, and maintain current, all permits and certifications, which include but are not limited to:
- a. Hazardous and non-hazardous waste and byproducts
 - b. Paint spray booths
 - c. Air conditioning machine safety
 - d. Environmental
 - e. BAR emission
 - f. BAR and ASE brake
 - g. Pressure vessels
- 3.5.3 Contractor shall obtain, and maintain current, all pressure vessel (e.g. air tanks) permits for all repair locations (except for the Eastern Avenue repair location), listed in Appendix B (Statement of Work Exhibits), Exhibit 2 (Department Repair Locations).
- 3.5.4 Contractor shall ensure that all pressure vessel permits are reviewed as part of the repair location inspection and maintenance program. See sub-paragraph 3.4.5 (Repair Locations/Tools and Equipment, Monthly Inspections) of this SOW.
- 3.5.5 Should Contractor fail to obtain pressure vessel permits prior to expiration of such permits, County may at the sole discretion and direction of County Project Manager or designee, arrange to have an outside vendor of County's choosing provide inspections and appropriate permits. Contractor shall pay the outside vendor for the permit(s) within five (5) business days of receipt of said permit(s), and confirm the purchase to County Project Manager or designee within seven (7) business days of such purchase.
- 3.5.6 Contractor shall document the date of expiration of all permits in the Monthly Report, as specified in sub-paragraph 7.3 (Monthly Report) of this SOW.
- 3.5.7 Contractor shall be responsible for all costs associated with Contractor's failure to timely procure proper licenses, permits, and certifications.

3.6 **Hazardous and Non-Hazardous Materials, Handling**

Contractor shall be responsible for disposal of all hazardous and non-hazardous trash and waste generated by the maintenance and repair of vehicles and equipment, and all other work performed under the Contract. Contractor shall provide waste disposal services at no additional cost to County in accordance with the Contract and all applicable federal, state, and local rules and regulations.

3.6.1 **Hazardous Materials**

Contractor shall create and maintain plans for the management, containment, and disposal of all hazardous material waste and waste spills at all repair locations.

- 3.6.1.1 Contractor shall draft a hazardous material spill containment plan (HMSCP) and include it in the Operational Plan. See sub-paragraph 3.3.5.13 of this SOW.

- 3.6.1.2 Contractor's HMSCP shall comply with all federal, state, and local rules and regulations, laws, and requirements.
- 3.6.1.3 The HMSCP shall, at a minimum, include a list of all available and appropriate spill kits, inclusive of employee instructions regarding the handling, cleanup, and proper disposal of hazardous materials, e.g. coolant, motor oil, transmission oil, filters, paint, paint filters, and used tires. See sub-paragraph 2.3.8 (Employee Safety Program) of this SOW.
- 3.6.1.4 The HMSCP shall, at a minimum, include the methods and procedures for recording all stored and used hazardous chemicals, as well as methods for documenting all hazardous waste generated, spilled, and disposed. The records shall minimally include the materials' origin, use, transportation, and ultimate distribution and disposal. All disposals shall be in accordance with current federal, state, and local rules and regulations, laws, and requirements.
- 3.6.1.5 Contractor shall maintain records for five (5) years from date of final disposal of the hazardous material. Contractor shall make all such records available to County within twenty-four (24) hours of any request to do so by County Project Manager or designee.
- 3.6.1.6 Contractor shall draft and maintain a hazard communications program (HCP) as part of the Operational Plan in accordance with sub-paragraph 3.3.5.12 of this SOW
- 3.6.1.7 Contractor's HCP shall comply with all federal, state, and local rules and regulations, laws, and requirements.
- 3.6.1.8 The HCP shall, at a minimum, include Material Safety Data Sheets (MSDS) and training requirements for employees and supervisory management personnel working with, and handling, hazardous material in accordance with all applicable laws, Cal/OSHA requirements, and Environmental Protection Agency (EPA) regulations.
- 3.6.1.9 Both the HMSCP and HCP are subject to review and approval by County Project Manager or designee. Notwithstanding, Contractor accepts all liability for the effectiveness of the HMSCP and HCP.

3.6.2 Non-Hazardous Materials

- 3.6.2.1 With the exception of the Men's Central Jail repair location, Contractor may utilize Department-provided trash disposal dumpsters for disposal of non-restricted/non-hazardous waste at all repair locations listed in Appendix B (Statement of Work Exhibits), Exhibit 2 (Department Repair Locations), as directed and approved by County Project Manager or designee.
- 3.6.2.2 Contractor shall provide trash disposal dumpsters for the Men's Central Jail repair location pursuant to the Fixed-Price terms of this Contract

pursuant to sub-paragraph 3.12.2j (Trash Disposal Services) of this SOW.

3.7 **Clean Fuel Program**

3.7.1 **General**

Contractor shall develop and maintain a clean fuel program, in accordance with sub-paragraph 3.3.5.17 of this SOW, which shall include and incorporate all current and future federal, state, local, and Department clean fuel program mandates to ensure cost-effective clean fuel compliance. The clean fuel program shall be diverse in its approach to clean fuel alternatives.

3.7.2 **Clean Fuel Subject Matter Expert**

3.7.2.1 Contractor shall serve as the Department's subject matter expert on clean fuel regulations and programs.

3.7.2.2 Contractor shall attend and/or monitor South Coast Air Quality Management District (SCAQMD), California Air Resources Board (CARB), and other organizational meetings/workshops that may have an impact on the Fleet.

3.7.2.3 Contractor shall track the clean fuel program. Contractor shall monitor all clean fuel program funding possibilities such as Carl Moyer Funds and Mobile Source Air Pollution Reduction Review Committee (MSRC) funds.

3.7.2.4 Contractor shall report on the status and funding availability of all clean fuel programs that may assist the Department in meeting its clean fuel goals. Such reporting shall be in accordance with sub-paragraph 7.4 (Quarterly Report) and sub-paragraph 7.5 (Annual Report) of this SOW.

3.7.2.5 Contractor shall assist the Department in acquiring appropriate quantities and types of alternate fuel vehicles, and in taking advantage of all clean fuel programs.

3.7.2.6 Contractor shall provide all clean fuel program services, including, but not limited to: training Contractor personnel; maintaining and repairing all types of clean fuel vehicles; and modifying equipment and/or vehicles to add particulate traps and/or other emission devices to vehicles.

3.8 **Warranty Work**

3.8.1 **Overview**

Contractor shall maintain the Fleet in accordance with OEM warranty specifications. Contractor shall also ensure that all equipment, components, and parts are properly installed and/or otherwise maintained in compliance with OEM warranty requirements. Contractor shall warrant, and shall be solely responsible for, all repairs performed by subcontractors, and ensure that all work performed by subcontractors meets or exceeds OEM specifications.

- 3.8.1.1 Contractor shall be responsible for, and administer, all warranties associated with management of the Fleet, including, but not limited to: all warranties for vehicles, equipment, components, and parts.
- 3.8.1.2 Contractor shall implement warranty programs prior to vehicle activation or as determined by County Project Manager or designee.
- 3.8.1.3 Contractor shall, at the direction of County Project Manager or designee, coordinate delayed warranty start dates with vehicle manufacturer and ensure such warranties are properly implemented upon vehicle activation.

3.8.2 Warranty Work, OEM

Contractor shall coordinate with appropriate OEMs to have vehicles, equipment, and parts repaired and/or replaced. Contractor shall deliver and/or make available to OEM representatives, all vehicles, equipment, and parts covered by OEM warranties.

3.8.3 Warranty Work, In-House – OEM Authorization

- 3.8.3.1 Department may seek authorization from various vehicle OEMs, for Contractor to perform all warranty work on County premises, as approved by County Project Manager or designee. Contractor shall perform all approved warranty work following OEM required guidelines. The guidelines include, but are not limited to labor times, parts usage, parts retention, mileage timelines and invoice submission. Contractor shall prepare and submit all warranty invoices to OEM's for Department.
- 3.8.3.2 An agreed-upon percentage of the OEM warranty payments or adjustments received by Department for warranty work may be paid to Contractor with the express **prior** written approval of County Project Manager or designee. Such percentage amount shall be agreed to in advance and in writing by Contractor and County Project Manager or designee and shall appear as a credit on Contractor's next monthly invoice to County.

3.8.4 Warranty Tracking

- 3.8.4.1 Contractor shall track the status of all warranties, warranty claims, and warranty reimbursements for all vehicles, equipment, components, and parts in ShopFax. See Paragraph 5.0 (Fleet Management Information Systems and Services) of this SOW.
- 3.8.4.2 Contractor shall track all warranty records for, but not limited to, engines, transmissions, transaxles, transfer cases, and other parts/components, and all vendor repairs with warranties that exceed one (1) year and/or 12,000 miles.
- 3.8.4.3 Contractor shall maintain warranty information by vehicle number. Files shall include a copy of the dealer and/or vendor invoice(s), Repair Order

number, Vehicle Identification Number (VIN), and any associated records necessary to ensure dealer and/or vendor compliance with extended warranty.

3.8.5 Warranty Record Requirements

3.8.5.1 Contractor shall maintain hard copies of warranty records in accordance with Paragraph 8.0 (Record Keeping Requirements) of this SOW.

3.8.5.2 Contractor shall maintain warranty records on site at the Eastern Avenue repair location.

3.8.5.3 Contractor shall include a summary of warranty reimbursement claims in the Monthly Report, as set forth in sub-paragraph 7.3 (Monthly Report) of this SOW.

3.8.6 Any procedural change to this sub-paragraph 3.8 (Warranty Work) shall be approved in writing by County Project Manager or designee.

3.9 **OEM Recall Programs, Technical Service Bulletins, Manuals**

3.9.1 Recalls

Upon written notice from County Project Manager or designee, Contractor shall coordinate all recalls of vehicles, equipment, components, and parts. Contractor shall coordinate with the appropriate OEM to identify, track, and complete all recalls in a timely manner.

3.9.1.1 Contractor shall deliver and/or make available to OEM all vehicles, equipment, components, and parts requiring recall inspections, repairs, or modifications.

3.9.1.2 With the assistance or approval of the Department, Contractor shall coordinate all OEM recalls, including OEM recalls for vehicles held in storage prior to activation into Fleet. Any storage vehicle inadvertently not repaired during an OEM recall shall become the responsibility of Contractor, at no additional cost to County.

3.9.1.3 Contractor shall complete all recall programs within one hundred and twenty (120) calendar days from the date Contractor was notified of such recall by County Project Manager or designee. To ensure against OEM failure to notify County or Contractor, Contractor shall actively monitor any and all possible vehicle recall programs applicable to County. County Project Manager or designee shall have sole discretion to adjust the recall completion date based on the needs of the County.

3.9.1.4 Shorter recall completion time may be required by County Project Manager or designee due to the urgency of the recall, special needs of the Department, or other circumstance.

- 3.9.1.5 For extremely urgent recall completion (when such urgency is not the result of Contractor's failure to act on a recall in a timely manner), County Project Manager or designee may authorize recall work to be performed outside of business hours. Contractor shall invoice County for such work as FFS at the Mechanical Repair overtime hourly labor rate set forth on Appendix C (Sample Contract), Exhibit B (Price Sheet).
- 3.9.1.6 Department Fleet personnel may assist Contractor in completing recalls for both in-service vehicles and vehicles in storage (as made available to Contractor) when directed to do so by County Project Manager or designee.
- 3.9.1.7 Contractor shall track the status of all OEM recalls for parts, components, equipment, and vehicles in ShopFax. See Paragraph 5.0 (Fleet Management Information Systems and Services) of this SOW.
- 3.9.1.8 Contractor shall include the status of all OEM recall programs in the Monthly Report, as set forth in sub-paragraph 7.3 (Monthly Report) of this SOW.

3.9.2 Technical Service Bulletins

- 3.9.2.1 Contractor shall acquire all OEM Technical Service Bulletins for all vehicles in the Fleet.
- 3.9.2.2 Contractor shall disseminate Technical Service Bulletin information in a timely manner to all supervisors and technicians who repair and maintain the Fleet. Contractor shall adhere to all bulletin directives, unless otherwise directed by County Project Manager or designee.

3.9.3 Technical Service Manuals

- 3.9.3.1 Contractor shall acquire and maintain sufficient vehicle technical service manuals and obtain access to technical and informational web sites, as necessary, to perform all Fleet vehicle repair and maintenance work.
- 3.9.3.2 Contractor shall disseminate vehicle technical services manuals in a timely manner to all supervisors and technicians who repair and maintain the Fleet. Contractor shall adhere to all technical service manual instructions.

3.10 **Parts Management and Standards**

3.10.1 General

- 3.10.1.1 Prior to the Work Start Date, Contractor shall procure parts and establish a comprehensive parts inventory. See sub-paragraph 3.1 (Start-up and Transition) of this SOW.
- 3.10.1.2 Contractor shall establish and maintain rapid parts procurement and delivery capability throughout the term of the Contract. County Project Manager or designee reserves the right to determine whether the delivery

and parts inventory requirements are being met, based on parts availability, accepted Fleet practices for ERVs, and the needs of the Department.

- 3.10.1.3 Contractor shall maintain a parts inventory at all repair locations to meet County operational needs and Contractor work shift requirements with due consideration for unplanned emergencies.
- 3.10.1.4 Contractor shall make special provisions for stocking sufficient quantities of spare parts for ERVs to preclude out-of-stock situations and ensure timely and effective return to service.
- 3.10.1.5 Vehicle out-of-service rates that exceed the standards listed in subparagraph 4.12 (Out-of-Service Rate) of this SOW, due to delays in parts acquisition is not acceptable, unless deemed unavoidable by County Project Manager or designee.
- 3.10.1.6 In addition to managing and maintaining a comprehensive parts inventory procured by Contractor, Contractor shall manage and maintain the Department's outfitting parts and components inventory and the Department's cannibalized parts inventory, as further discussed in this SOW.
- 3.10.1.7 As specified in Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location), Contractor shall provide a full-time Inventory Control Clerk at the Eastern Avenue repair location who shall manage and maintain the parts inventories, procure parts, and coordinate parts deliveries.

3.10.2 Parts Procurement – Special Measures

Contractor shall take special measures to obtain and/or stock parts and components in order to remain in compliance with the Contract. Contractor shall not require authorization from County Project Manager or designee to do so.

- 3.10.2.1 Notwithstanding, under no circumstance shall Contractor engage in, or otherwise authorize, encourage, or tacitly accept any procurement practice engaged in by its employees in violation of federal, state, or local purchasing laws and regulations.
- 3.10.2.2 All shipping charges necessary for Contractor to perform work under the Contract are covered under Fixed-Price and/or the FFS listed in Appendix C (Sample Contract), Exhibit B (Price Sheet), except as specified below. Contractor's request for FFS charges shall have prior written approval by County Project Manager or designee.
- 3.10.2.3 If special measures are requested by County Project Manager or designee for specific vehicles, and Contractor is otherwise in compliance with repair times and the out-of-service rates listed in subparagraph 4.12 (Out-of-Service Rate) of this SOW, Contractor may bill County for special delivery charges FFS/Direct Purchase to County, at Contractor's actual

cost plus tax, plus an administrative handling fee not to exceed two percent (2%) of actual cost.

3.10.3 Quality Standards

All newly installed parts shall meet or exceed OEM standards for their specific application. Contractor shall install all parts in accordance with OEM specifications and procedures, unless otherwise specified by County Project Manager or designee. Contractor shall establish and maintain quality standards for the following repair categories:

3.10.3.1 Mechanical, Body and Paint Repair

Parts utilized for mechanical and body/paint repairs on Fleet vehicles must meet or exceed OEM specifications.

- a. County Project Manager or designee shall have sole authority to determine OEM equivalents for all parts categories.
- b. Paint utilized in body repairs must meet or exceed OEM specifications.
- c. Single stage paint is authorized for use in painting black and white units, and for certain all white and/or all black units, when specifically approved by County Project Manager or designee.
- d. Contractor shall not use after-market body parts for the repair of vehicles, unless approved prior to use, in writing, by County Project Manager or designee.
- e. After-market bumper covers, parking lamps, turn signal lamps, headlamps, front grills, air conditioning condensers, and radiators are currently authorized for use.

3.10.3.2 Replacement Engines and Transmissions

- a. All replacement engines and transmissions (including differentials, components, and other related parts) shall meet or exceed OEM unit performance as it pertains to operational longevity, failure rates, and in-vehicle performance characteristics.
- b. Warranties for replacement engines and transmissions (including differentials, components, and other related parts) for vehicles with a gross vehicle weight rating (GVWR) up to and including 10,000 lbs. shall meet or exceed OEM warranty of three (3) years or 36,000 miles, or as extended by supplier/manufacturer.
- c. Warranties for replacement engines and transmissions (including differentials, components, and other related parts) for vehicles with a GVWR of 10,001 lbs. or greater shall be for one (1) year/unlimited

miles (one year with no limit on mileage), or as extended by supplier/manufacturer.

3.10.3.3 Tires, Pursuit ERVs (designated by vehicle type code)

The original OEM tire installed on any Police Package Vehicle purchased by the Department is the only tire pre-approved as a replacement to be used on that specific year, make, and model of Police Package Vehicle.

Otherwise, all pursuit tires used on Department vehicles must be approved in writing by the County Project Manager or designee. Any variance in specifications related to tires for any Department vehicle must also be approved by the County Project Manager or designee. The pursuit vehicle tires currently approved are:

- a. Goodyear Eagle RS-A or Goodyear Eagle RS-A Plus tires are to be used on all Police Package Vehicles, whether the vehicle is Black & White or a solid color sedan, SUV, etc. Goodyear Eagle RS-A and Goodyear Eagle RS-A Plus tires may not be mismatched on the same vehicles. Other tires for Police Package Vehicles, or tires for non-standard Police Package Vehicles may be used only when specifically approved, in writing, by the County Project Manager, or designee.
- b. Contractor may use tires other than those specified above, for pursuit vehicles, only when specifically pre-approved, in writing, by County Project Manager or designee.

3.10.3.4 Tires, Non-ERVs, Other Vehicle Types

Tires must meet or exceed OEM specifications. Retread tires shall not be used on Department vehicles or equipment except as follows:

- a. Bandag-quality premium retread tires are currently authorized by the Department for non-steering axles (e.g. drive axles and/or tag axles) of heavy trucks and buses, as are retread slicks used for portions of driver training.
- b. Retread tires may also be installed on certain off-highway and other types of equipment only with prior written consent of County Project Manager or designee.

3.10.3.5 Tires, Replacement Schedule

- a. Contractor shall replace tires on all vehicles during PM, or any other service/repair, when the tread depth is projected to reach the 3/32" minimum, prior to the next PM and/or service.
- b. All non-ERVs shall have tires of same brand, model, and tread design on steering axles, and tires of same brand, model, and tread design on non-steering axles. Tire brand, model, and tread design for

steering axles may differ from those installed on non-steering axles, but all must meet or exceed OEM specifications. Any deviation from this standard must be specifically pre-approved, in writing, by County Project Manager or designee. Such approval shall be documented on the Repair Order.

3.10.3.6 Brake Linings, Pursuit ERVs (designated by vehicle type code)

- a. OEM brake linings and Wagner® SevereDuty™ brake linings are currently approved for use on all pursuit vehicles, other than motorcycles. No other brake linings may be used unless otherwise specifically pre-approved in writing by County Project Manager or designee.
- b. All ERV brake linings shall be replaced during PM, or during any other service/repair, whenever they are identified to be fifty percent (50%) or less than the thickness of a new lining.

3.10.3.7 Brake Linings, Non-ERVs

- a. Currently authorized non-ERV brake linings are OEM or equivalent Wagner® brake linings.
- b. All vehicle brake linings shall be replaced during PM, or any other service/repair, whenever they are identified to be fifty percent (50%) or less than the thickness of a new lining.

3.10.3.8 Notwithstanding the standards defined in sub-paragraphs 3.10.3.3 through 3.10.3.7, Contractor shall obtain prior written approval from County Project Manager or designee for all pursuit (designated by vehicle type code) and non-pursuit tires and brake linings installed on Fleet vehicles. Additionally, any variance from these standards must have the prior written approval of the County Project Manager or designee.

3.10.4 Parts Inventory and Usage, General

The parts inventory is tracked, in part, using the vehicle maintenance reporting standard (VMRS) coding established by the American Trucking Association. The VMRS parts coding standards are generally accepted industry-wide among fleet maintenance and management professionals.

3.10.4.1 Contractor shall use the Department's ShopFax asset management system to manage the parts inventory, and capture and report usage history for each part utilized to maintain and repair the Fleet. For a detailed discussion of Contractor requirements related to ShopFax, please refer to Paragraph 5.0 (Fleet Management Information Systems and Services) of this SOW.

3.10.4.2 Contractor shall ensure that all parts usage history and inventory data is complete and accurate at all times. Parts data shall include part number, VMRS code, part type, part description, manufacturer, cost, and history.

3.10.4.3 Parts inventory and usage history shall be available to authorized Department Fleet personnel at ShopFax terminals.

3.10.4.4 Parts Usage

Contractor shall enter all parts into inventory, as well as accurate and complete parts usage information into ShopFax, whether the parts are Contractor-installed or dealer/vendor-installed.

- a. Dealer/vendor-installed parts include all parts installed for warranty or subcontracted work; e.g. installation of tires at a local vendor.
- b. Complete engines, transmissions and differentials are to be treated as “parts” or “components” and shall be assigned the correct VMRS code, whether they are new, remanufactured, rebuilt, or in some cases, cannibalized/like-kind quality.

3.10.4.5 Contractor shall use ShopFax to capture all parts inventory information, as well as generate as-needed, ad-hoc parts usage reports, upon request by County Project Manager or designee.

- a. Reporting elements may include, but not be limited to, part number, VMRS code, part type, part description, manufacturer, and cost. Parts usage information may include any number of vehicle identification number types, repair location, vehicle type, and reporting period.
- b. Notwithstanding, the final form and format for ad-hoc parts inventory and usage reports shall be at the discretion of County Project Manager or designee.
- c. Authorized Department personnel shall have full access to ShopFax to review all vehicle repair, and parts information.

3.10.4.6 Contractor shall capture accurate and complete parts information on all Repair Orders. Parts information on Repair Orders shall include VMRS code, description, manufacturer, part number and cost. Repair Order processing is discussed further in sub-paragraph 5.4.1 (Repair Order Processing) of this SOW.

3.10.5 Parts, Warranty Information

3.10.5.1 Contractor shall track and maintain all parts warranty information in ShopFax, in accordance with sub-paragraph 3.8 (Warranty Work) of this SOW.

3.10.5.2 Contractor shall input parts warranty data in the ShopFax Warranty Module, including, but not limited to, part number, manufacturer, part description, date installed, and vehicle mileage at time of installation.

3.10.5.3 Contractor shall run a repair history review in ShopFax for each vehicle or piece of equipment when opening a Repair Order, in order to determine if parts and/or components in need of replacement are under warranty, as required in sub-paragraph 4.16 (Repair History Review) of this SOW.

3.10.5.4 Parts under warranty shall be identified on each Repair Order.

3.10.6 County Option to Procure Parts

3.10.6.1 Nothing in the Contract shall prohibit County from seeking or obtaining replacement and repair parts independent of Contractor.

3.10.6.2 For all such parts purchased by County and utilized by Contractor for FFS work, Contractor shall charge County only for the labor associated with the FFS work at the FFS hourly labor rates specified in Appendix C (Sample Contract), Exhibit B (Price Sheet).

3.10.6.3 For all such parts purchased by County and utilized by Contractor for Fixed-Price work, Contractor shall credit County on the following month's Fixed-Price invoice for the County's actual cost of such parts (including sales tax) plus a six percent (6%) administrative fee, unless otherwise specified, and approved by County Project Manager or designee. Any change to this policy must be approved in writing by County Project Manager or designee.

3.10.7 Cannibalized Parts, Inventory Program

Contractor shall manage the cannibalized parts inventory program.

3.10.7.1 Contractor shall store, inventory, issue (as-needed), and track all cannibalized parts removed from Fleet vehicles. See also sub-paragraph 4.32 (Vehicle Decommissioning Preparation Services) of this SOW.

3.10.7.2 Contractor shall enter all cannibalized parts inventory information into ShopFax. Cannibalized parts shall be identified in ShopFax by description, VMRS code, part number for re-utilized part, and supplier (usually Department).

3.10.7.3 Cannibalized parts shall be identified on all Repair Orders by description, VMRS code, part number, and supplier.

3.10.7.4 Contractor shall bar code cannibalized parts when required by County Project Manager or designee.

3.10.7.5 Contractor shall ensure that all parts history information is accurately documented in ShopFax for all cannibalized parts utilized on Fleet vehicles.

3.10.7.6 Contractor shall track the fair-market value of cannibalized parts actually used in the repair of Fleet vehicles on an Excel spreadsheet. Contractor

shall identify all cannibalized parts and their current fair-market value for each vehicle repaired. The Excel spreadsheet shall be sorted by vehicle number and Repair Order number. The final form and format for the Excel spreadsheet shall be at the discretion of County Project Manager or designee.

(Fair-market value is the current market price of similar like-kind quality parts available from automotive dismantlers/auto salvage yards; e.g. the price that Contractor would pay for these parts after a cost-effective bidding process, as determined by County Project Manager or designee.)

3.10.7.7 The Excel spreadsheet shall capture a subtotal for each Repair Order, as well as a running total for all Repair Orders closed each month. Contractor shall track Repair Order information monthly commencing upon the Work Start Date. Contractor shall maintain the Excel spreadsheet throughout the term of the Contract.

3.10.7.8 Contractor shall include a current electronic copy of the Excel spreadsheet on compact disc or other approved format with each Monthly Report required in sub-paragraph 7.3 (Monthly Report) of this SOW. Contractor shall provide hard copies only when requested by County Project Manager or designee.

3.10.7.9 At the direction of County Project Manager or designee, Contractor shall use the Department's cannibalized parts for Fixed-Price work. If cannibalized parts are used for Fixed-Price work, Contractor shall credit County on the following month's Fixed-Price invoice for the fair-market value of any such cannibalized parts used, unless otherwise specified and approved by County Project Manager or designee.

3.10.7.10 At the direction of County Project Manager or designee, Contractor shall use the Department's cannibalized parts for FFS work. If cannibalized parts are used for FFS work, Contractor shall charge County only for the labor associated with the FFS work at the FFS hourly labor rates specified in Appendix C (Sample Contract), Exhibit B (Price Sheet).

3.10.8 Outfitting Parts and Components, Inventory Program

Contractor shall manage the outfitting parts and components inventory program. See also sub-paragraph 4.27 (New Vehicle Receiving, Processing, and Outfitting), of this SOW.

3.10.8.1 Contractor shall receive into inventory, and issue, all outfitting parts and components purchased by the Department or Contractor.

3.10.8.2 Contractor shall inventory all outfitting parts and components in ShopFax, and enter part information, including: part number, VMRS code, description, manufacturer, part value/cost.

3.10.8.3 Contractor shall be capable of running accurate Parts Usage Reports in ShopFax.

3.10.8.4 Contractor shall bar code outfitting parts when required by County Project Manager or designee.

3.10.8.5 Recordkeeping requirements for vehicle outfitting are listed in Paragraph 8.0 (Record Keeping Requirements) of this SOW.

3.10.9 Paint Material Costs

Paint material costs shall be identified on each Repair Order.

3.10.9.1 Paint materials include paint, primer, activators, thinners, reducers, and hardeners.

3.10.9.2 Contractor shall invoice the County for all paint materials utilized for accidents and other FFS body/paint repairs at the FFS paint-hour rates specified in sub-paragraph 3.2 (FFS Paint Material Costs) of Appendix C (Sample Contract), Exhibit B (Price Sheet).

3.10.9.3 Any change to paint material costs, or any interim adjustment thereto, must be pre-approved in writing by County Project Manager or designee as described in sub-paragraph 3.2 (FFS Paint Material Costs) of Appendix C (Sample Contract), Exhibit B (Price Sheet).

3.10.10 Expendable Supplies

3.10.10.1 Expendable shop supplies include, but are not limited to; top-off oil, lubricants, fluids, nuts, bolts, washers, engine and carburetor cleaner, brake and electric component cleaner, gasket sealer, silicone sealer, sandpaper, abrasives, masking paper/tape, paint masking car bags, body filler, electrical tape, and other material and supplies normally considered by the automotive trade as miscellaneous.

3.10.10.2 Contractor's costs for expendable shop supplies are covered under the annual Fixed-Price portion of the Contract or the FFS hourly rates. To the extent expendable shop supplies are utilized for FFS work, Contractor shall not itemize such costs in Contractor's FFS invoice to County.

3.10.10.3 Contractor shall not itemize nor carry over expendable shop supply items as a line item charge on Repair Orders.

3.10.10.4 Contractor shall capture expendable shop supply costs in ShopFax under the Contractor Cost category.

3.11 Labor Time Standards

3.11.1 Labor Time Standards, Mechanical Repairs

Under the Fixed-Price portion of the Contract, Contractor shall purchase the most current Motor Labor Guide (MLG) manuals (hard copy or electronic) for all vehicles currently in the Department's inventory. Contractor shall also purchase sufficient ALLDATA subscriptions to accommodate a minimum of seven (7) computer workstations (locations to be determined by County Project Manager or designee).

- 3.11.1.1 The most current MLG manuals and/or ALLDATA online data shall function as the labor time standards for all mechanical repairs under the Contract. (PM and required inspections labor and time standards are discussed below in sub-paragraph 3.11.4 (Labor Time Standards, PM) of this SOW.)
 - 3.11.1.2 The labor time allowance for mechanical repairs shall not exceed the most current MLG manuals and/or ALLDATA online update, whichever is less.
 - 3.11.1.3 For labor time allowances for mechanical repairs on vehicles not covered by an appropriate MLG manual and/or ALLDATA online data, Contractor shall obtain labor time estimates from OEM's published data, or estimate labor times in accordance with accepted industry practices, with approval of County Project Manager or designee.
 - 3.11.1.4 Contractor may adjust labor time allowances to compensate for variables that affect the repair time, such as County/Contractor-installed equipment, specially built equipment, special modifications to the equipment, and severely rusted fasteners or fittings. Such adjustment shall be made with prior written approval from County Project Manager or designee.
 - 3.11.1.5 Labor time allowances for equipment and/or adjustments to labor time allowances not specifically covered in the appropriate MLG manual and/or ALLDATA online data are to be proposed by Contractor and must be approved in writing by County Project Manager or designee.
- 3.11.2 Contractor shall record labor times on all Repair Orders, including any authorized exceptions (as listed throughout this SOW).
- 3.11.2.1 County shall not pay more for FFS repairs than the listed MLG manual labor time standard, unless authorized in advance by County Project Manager or designee.
 - 3.11.2.2 Contractor shall record industry standard flat-rate labor times on Repair Orders when required by County Project Manager or designee.
 - 3.11.2.3 Where industry standard flat-rate times do not exist, Contractor shall use industry averages as approved by County Project Manager or designee.
 - 3.11.2.4 When neither industry standard flat-rate times nor industry averages exist, Contractor shall solicit competitive labor hour bid estimates, as approved by County Project Manager or designee.

3.11.3 Labor Time Standards, Accident, Body, Frame, and Paint Repair

CCC One Estimating shall serve as the County-approved instrument for determining labor time standards for all accident, body, and paint repair work. County reserves the exclusive right to use other labor time instruments, on a case-by-case basis, and as determined to be in the County's best interest. Labor time estimates for accident, body and paint repair invoicing are discussed in sub-paragraph 4.9.2 (Labor Time Estimates, Accident, Body, and Paint Repairs) of this SOW.

3.11.4 Labor Time Standards, PM

Appendix B (Statement of Work Exhibits), Exhibit 4 (Preventive Maintenance Schedules, Labor Times and Vehicle Classifications) and Appendix B (Statement of Work Exhibits), Exhibit 5 (Preventive Maintenance and Other Inspection Checklists) shall function as the work and labor time standards for all PM and inspection work under the Contract. Contractor shall utilize the PM inspection instruction sheets set forth in Appendix B (Statement of Work Exhibits) Exhibit 5 (Preventive Maintenance and Other Inspection Checklists).

3.11.4.1 Any PM work or inspection labor time standards not covered in this Contract shall be negotiated between County and Contractor and approved by County Project Manager or designee.

3.11.4.2 FFS category vehicles shall be invoiced at the FFS Mechanical Repair regular hourly labor rates listed in Appendix C (Sample Contract), Exhibit B (Price Sheet) and shall not exceed the PM and inspection labor time standards listed in Appendix B (SOW Exhibits), Exhibit 4 (Preventive Maintenance Schedules, Labor Times, and Vehicle Classifications).

3.12 **Other Contractor-Provided Material, Equipment, and Services (Fixed-Price)**

3.12.1 Contractor shall acquire all necessary support agreements, internet subscriptions/licenses, software licenses and updates, vehicle update modules (either annual or as available) for the following equipment and resources:

- a. County-owned vehicle computer scanner tools, and any other tools including, but not limited to, those listed under sub-paragraph 10.2.8 (ShopFax and Electronic Testing/Diagnostic Equipment) of this SOW;
- b. MLG manuals and ALLDATA online data;
- c. CCC One Estimating;
- d. Current Kelly Blue Books (hard copy or computer software versions); and
- e. Data Acquisition Devices (DAD) (ESP System 1, OBD Inspection System).

3.12.2 Contractor shall provide all services, materials, and equipment not supplied by County, and necessary to perform all work under the Contract, including, but not limited to:

- a. Two (2) fully-equipped mobile technician service trucks: Trucks shall be minimally stocked with the following: tires, batteries, and all parts/components necessary to meet the service requirements of the Contract;
- b. Top-off oil, individual quarts: Contractor shall provide top-off oil on consignment to all Department repair locations, accounted for by specific vehicle, as directed by County Project Manager or designee.
- c. ERV rims: Contractor shall maintain a sufficient stock of ERV rims for patrol vehicles, in coordination with, and as directed and approved by, County Project Manager or designee.
 - 1. All rims, as well as those in inventory on the Work Start Date, shall be considered consigned to Contractor for accountability during the term of the Contract. Contractor shall be responsible for the value of the rims not accounted for upon expiration or termination of the Contract. The original purchase price, including taxes, for all unaccounted-for rims shall be withheld from Contractor's final payment upon approval by County Project Manager or designee.
- d. Tires: Contractor shall maintain a sufficient stock of tires for all vehicles, as determined by County Project Manager or designee.
- e. Out-of-service light bar covers: Contractor shall supply out-of-service light bar covers approved by County Project Manager or designee. All Contractor employees and subcontractors who drive patrol vehicles with light bars on public roads shall utilize the approved out-of-service light bar covers at all times.
- f. Office Equipment: Contractor shall provide all office equipment, not provided by County, that is necessary for the Contractor's performance of the required services, including, but not limited to, office furnishings, photocopiers, file cabinets, and computer equipment.
- g. Software: The Department authorizes the use of Microsoft Office Professional, version 2013 or higher.
 - 1. Contractor shall install all necessary software on computers used by Contractor staff in support of the Contract. Contractor shall provide as-needed training to all Contractor staff.
 - 2. Program versions shall be approved by County Project Manager or designee, prior to installation, to ensure compatibility with Department systems.
 - 3. Contractor shall utilize specified programs for submitting electronic memos, reports, and documents to County, as requested by County Project Manager or designee.
 - 4. All software programs shall be installed, and all employees shall be trained within sixty (60) calendar days after the Work Start Date.

- h. Hazardous materials storage and containment equipment: This requirement is in addition to equipment supplied by County. Contractor shall provide sufficient quantities necessary for the proper handling of all hazardous materials, including, but not limited to: used oil, Freon, antifreeze, and fuel.
- i. Hazardous materials cleaning equipment: This requirement is in addition to equipment supplied by County. Contractor shall provide sufficient quantities of environmentally approved parts cleaning systems for each repair location, appropriate for the numbers of workers at each repair location. Contractor shall have such systems serviced according to manufacturer recommendations.
- j. Trash Disposal Services: Contractor shall provide trash disposal dumpster(s) and pick-up service for non-restricted/non-hazardous waste at the Men's Central Jail repair location for use by Contractor and Department Fleet personnel, as needed.
 - 1. Trash disposal service at the Men's Central Jail repair location is covered under the Fixed-Price portion of the Contract.
- k. Contractor shall, without additional expense to County, deliver business plans, records, and/or other information to local, state, and federal government agencies, such as the City of Los Angeles, South Coast Air Quality Management District (SCAQMD), the Environmental Protection Agency (EPA), and/or other institutions, companies, or individuals, as required by statute or as required by County Project Manager or designee.
 - 1. Contractor shall inform County Project Manager or designee within twenty-four (24) hours of any such request for information. County Project Manager or designee will advise Contractor within forty-eight (48) hours if any of the information is not to be released.
 - 2. Copies of all requested materials shall be provided to County Project Manager or designee at least five (5) business days prior to submission to the requesting agency, company, or individual.

3.13 Other Contractor-Provided Material, Equipment, and Services (FFS)

- 3.13.1 Contractor shall, when approved by County Project Manager or designee, invoice County under the FFS/Direct Purchase billing category for providing other material, equipment, and services not supplied by County, and necessary to perform all work under the Contract, including, but not limited to:
- a. Top-off oil, individual quarts: Contractor shall provide top-off oil to all Department repair locations, as directed by County Project Manager or designee.
 - b. ERV rims: Rims purchased and supplied by Contractor (not including rims supplied by County), shall be invoiced to County as FFS/Direct Purchase, per sub-paragraph 4.6.7.2 of Exhibit B (Price Sheet), of the Contract.

- c. Trash Disposal Dumpsters: County reserves the right to require Contractor to provide additional trash disposal dumpsters and pick-up service for non-restricted/non-hazardous waste at any or all repair locations, if determined to be necessary by County Project Manager or designee. Such additional trash service for locations other than the Men's Central Jail repair location shall be invoiced as FFS/Direct purchase pursuant to sub-paragraph 4.6.7.11 of Appendix C (Sample Contract), Exhibit B (Price Sheet). If County Project Manager or designee requires additional trash service, Contractor shall bill County monthly, in arrears, at Contractor actual cost with tax, plus an administrative handling fee not to exceed two percent (2%) of actual cost.

4.0 FLEET MAINTENANCE AND REPAIR SERVICES

4.1 General

- 4.1.1 Contractor shall not service, nor provide any work, on vehicles that are not part of the Fleet as listed on Exhibits 1 (Fixed-Price Vehicles-Department Vehicle Inventory) and 1A (Fee-for-Service Vehicles-Department Vehicle Inventory) at any Department repair location, unless specifically authorized to do so, in writing, by County Project Manager or designee.
- 4.1.2 Contractor shall provide Fleet maintenance and repair services under the Fixed-Price portion of the Contract for vehicles listed in Exhibit 1 (Fixed-Price Vehicles-Department Vehicle Inventory).
- 4.1.3 Contractor shall maintain the Fleet in a safe and operational condition with good cosmetic appearance.
- 4.1.4 FFS vehicle maintenance and repair work is described in Appendix C (Sample Contract), Exhibit B (Price Sheet), Paragraph 4.0 (FFS Detail), and shall apply to all FFS category vehicles as listed on Exhibit 1A (Fee-for-Service Vehicles-Department Vehicle Inventory), unless such work is due to OEM recall, rework, or warranty. Fixed-Price category vehicles may require FFS repair work when properly documented on Repair Orders.
- 4.1.5 Contractor shall repair or replace all parts, assemblies, sub-assemblies and components in accordance with the Contract, industry standards, and/or as specified by County Project Manager or designee.

4.1.6 Comprehensive Service

Contractor shall provide Comprehensive Service for every vehicle admitted for service. "Comprehensive Service" is defined in sub-paragraph 1.7 (Comprehensive Service) of this SOW. Comprehensive Service shall also include:

4.1.6.1 Multi-Point Inspection Eastern (MPIE)

Contractor shall ensure that all vehicles receiving repair services at the Eastern Avenue repair location, receive a Multi-Point Inspection Eastern (MPIE) prior to leaving the repair location (with the exception of PM and quick fix repairs as set forth in sub-paragraph 4.10 (Quick-Fix Repairs

and Appointments) of this SOW). The MPIE includes, but is not limited to:

- a. Final inspection of the originally-requested repairs;
- b. Inspection of the condition of all safety-related items; and
- c. Inspection of the overall operating condition of the vehicle.

4.1.6.2 Quick-Fix Safety Inspection (QFSI)

Contractor shall ensure that all vehicles receiving quick-fix repairs (see sub-paragraph 4.10 (Quick-Fix Repairs and Appointments) for definition) are given a Quick-Fix Safety Inspection (QFSI) prior to leaving any repair location. The QFSI includes, but is not limited to:

- a. Final inspection of the originally requested repairs; and
- b. Inspection of all items listed in Appendix B (Statement of Work Exhibits), Exhibit 5 (Preventive Maintenance and Other Inspection Checklists).

4.1.6.3 16-Point Inspection

All vehicles repaired at any repair location, except for Eastern Avenue repair location and except for those receiving a PM or a quick-fix repair, shall receive a 16-point inspection.

4.1.7 Parts Removal/Retention

4.1.7.1 Contractor shall retain all removed, worn, defective, and/or used parts.

4.1.7.2 With the exception of cannibalized parts, all removed, worn, defective, and/or used parts shall be retained by Contractor for inspection by County for a period of no less than twenty (20) business days, unless otherwise instructed by County Project Manager or designee.

4.1.8 Vehicle Transport for Repair

4.1.8.1 Contractor shall transport all vehicles to and from subcontractors for repair.

4.1.8.2 Department personnel may deliver vehicles to any Contractor-operated Department repair location for PM, inspections, and repairs.

4.1.8.3 Should Department personnel be required to deliver vehicles to any subcontractors due to Contractor inability to transport such vehicles, or to meet Contract repair time requirements, and not due to election by

Department, Contractor shall credit County at the FFS Mechanical Repair regular hourly labor rate for heavy vehicles listed in Appendix C (Sample Contract), Exhibit B (Price Sheet) for the total time required to transport the vehicle to and from the subcontractor.

4.1.8.4 Contractor shall issue such credit to County within the same month as the repairs are completed.

4.1.8.5 If Contractor fails to credit County on the appropriate invoice, County may at its sole discretion, deduct that amount from the following month's invoice, plus a six percent (6%) administrative fee.

4.1.9 Repair Record Requirements

Upon completion of Fleet maintenance or repairs, Contractor shall provide the vehicle's driver or Department representative with copies of the original Driver's Vehicle Condition Report (Appendix B (Statement of Work Exhibits), Exhibit 5 (Preventive Maintenance and Other Inspection Lists), the completed Repair Order(s) (including any vendor warranty and/or recall Repair Order), and the signed PM and inspection checklists as set forth in Appendix B (Statement of Work Exhibits), Exhibit 5 (Preventive Maintenance and Other Inspection Lists).

4.1.10 Overview

Contractor shall provide Fleet maintenance and repair services at all repair locations listed in Appendix B (Statement of Work Exhibits), Exhibit 2 (Department Repair Locations). Contractor's maintenance and repair service delivery shall be consistent with the Contract, OEM specifications and warranties, generally accepted Fleet practices, and in accordance with procedures outlined in the California 1971 Automotive Repair Act, as approved by County Project Manager or designee.

4.1.11 Fleet maintenance and repair services include, but are not limited to:

1. Preventive Maintenance (PM) services
2. Mandatory ERV safety inspections
3. Repairs
4. Overhauls
5. Vehicle/equipment mechanical repair estimates
6. Vehicle/equipment body repair estimates
7. Labor
8. Tools
9. Parts
10. Supplies
11. Materials
12. Tire service
13. Mobile service
14. Emergency road service
15. Towing
16. Quality Control Plan (see sub-paragraph 9.2 (Quality Control Plan) of this SOW)

4.2 **Preventive Maintenance, Inspections, Repairs: Overview**

4.2.1 Systems

Contractor shall maintain and repair all vehicle systems including, but not limited to: brakes, electrical, siren speakers, light bar arrow-sticks, ignition, fuel, on-board vehicle computers and sensors, specialized alternate fuel components, cooling, heating, air conditioning, engine, transmission, clutch, driveline, differential, drive axles, exhaust, chassis, suspension, steering, and alignment. Contractor shall also replace and/or repair vehicle tires.

4.2.2 Exterior and Interior

Contractor shall maintain and repair the exterior and interior of all vehicles. Items to be maintained or repaired include, but are not limited to: body; paint; seats; cushions; seat belts; upholstery; headlight capsules; light bars; all glass and mirrors; all floor coverings, including floor mats; dashboard; instrument panels; accessories; clocks; non-emergency radios; cassette/compact disc/other media players, and speakers; factory-installed navigation systems; alarm and global positioning systems (GPS); steering wheels; weather stripping; door panels; and power window and mirror controls.

4.2.2.1 Exterior and Interior, Quality

Contractor shall ensure all serviced vehicle interiors and exteriors are free of grease marks, fingerprints, smudges, fluid spills, and any other marks or stains resulting from Contractor's PM or inspection.

4.2.3 Lubricants and Fluids

All lubricants and fluids shall meet or exceed OEM standards for their specific application. Contractor shall install all lubricants and fluids in accordance with OEM specifications and procedures, and shall handle such in accordance with OSHA standards. See also sub-paragraph 3.10.3 (Quality Standards) of this SOW.

4.3 **Preventive Maintenance (PM) Program**

4.3.1 Program Standard

Contractor shall maintain a continuously updated and current Preventive Maintenance (PM) program. Contractor shall maintain all PM inspection checklists generated by ShopFax (see sub-paragraph 4.17 (Inspection Checklist Documents), Table E (Inspection Checklist Documents), bullet (n)).

4.3.2 PM Schedules

Contractor shall provide, at a minimum, PM services and inspections in accordance with the PM schedules listed in Appendix B (Statement of Work Exhibits), Exhibit 4 (Preventive Maintenance Schedules, Labor Times, and Vehicle

Classifications) and Exhibit 5 (Preventive Maintenance and Other Inspection Checklists).

4.3.3 PM Program Changes

PM program schedules change routinely and are intended to be flexible.

4.3.3.1 Contractor shall recommend changes to the PM schedules with the approval of the County Project Manager or designee when maintenance, safety, or operational improvements are identified.

4.3.3.2 County Project Manager or designee may make changes to the PM schedules, based on changing needs and/or types of vehicles in various categories or special/unforeseen circumstances.

4.3.3.3 Contractor's updates to the PM schedules incorporated into the PM program shall meet or exceed OEM recommendations for all vehicles by class/type.

4.3.3.4 Contractor shall update all approved PM program changes to ShopFax within two (2) business days of County approval. Updates to the PM program shall include, but not be limited to, PM inspections/checklists, PM lead times/mileage, vehicle/equipment group, and PM assignments/changes.

4.3.4 Intentionally omitted.

4.3.5 Intentionally omitted.

4.3.6 PM Compliance Rate

Contractor shall maintain a ninety-seven percent (97%) monthly PM compliance rate, which shall be included in Contractor's Monthly Report (see sub-paragraph 7.3 (Monthly Report) of this SOW). The method for calculating the PM compliance rate is found in sub-paragraph 7.3.1.3 (PM Compliance Rate) of this SOW.

4.3.7 Contractor Response Time

Contractor shall respond, without delay, to all local, state, and federally mandated PM requirements related to vehicle safety, emission standards, or other inspections/recalls/campaigns for all vehicles.

4.3.8 Non-OEM/Recalls/Campaigns

Contractor and/or Department-generated PM campaigns (campaigns other than OEM recalls) shall be completed within one hundred and twenty (120) calendar days of notice to Contractor, unless otherwise specified by County Project Manager or designee.

4.3.9 Most Appropriate PM Service and/or Inspection Shall Be Performed

Contractor shall perform the most appropriate PM service and/or inspection when the vehicle is in the County's repair location, even if the vehicle's time and/or mileage requirement (Appendix B (Statement of Work Exhibits), Exhibit 4 (Preventive Maintenance Schedules, Labor Times, and Vehicle Classifications) and Exhibit 5 (Preventive Maintenance and Other Inspection Checklists)) indicates the subject vehicle is not yet due for such service, and as determined by fleet management "best practices."

4.3.10 Marine Vessels (Boats) PMs

- 4.3.10.1 Contractor shall provide PM servicing as FFS for all Fleet boats and associated marine equipment (e.g. trailers, hoists, etc.) listed in Appendix B (Statement of Work Exhibits), Exhibit 1A (Fee-for-Service Vehicles – Department Vehicle Inventory) only upon request of County Project Manager or designee. Boat PM service shall be completed by Contractor boat technicians, as listed on Appendix B (Statement of Work Exhibits), Exhibit 3B (Administrative and Other Required Staffing).
- 4.3.10.2 Boat maintenance and repairs may be completed by Department Fleet personnel, at the sole discretion of the County Project Manager or designee.

4.3.11 Engine Oil Analysis: Heavy Duty Vehicles and Boats

- 4.3.11.1 Contractor shall obtain an engine oil analysis as part of every PM service for heavy duty vehicles, having a gross vehicle weight rating (GVWR) of 22,000 lbs. or more, and boats.
- 4.3.11.2 Contractor's engine oil analysis shall be conducted by a licensed laboratory for all Fleet buses, boats, and other on-road compressed natural gas and/or diesel-powered heavy-duty vehicles, such as tractors and trucks having a gross vehicle weight rating (GVWR) of 22,000 lbs. or more.
- 4.3.11.3 Contractor shall obtain oil analysis results from the laboratory within seven (7) business days from when the sample was taken.
- 4.3.11.4 The resulting data and Contractor's assessment of same shall be documented on a ShopFax Repair Order, and shall be available to County Project Manager or designee via a ShopFax report.
- 4.3.11.5 Any deviation in the oil condition from OEM specifications which indicates contamination or impending engine and/or component damage/failure shall be documented and reported to the repair location County Contract Program Monitor or Contractor supervisor and Contractor Project Manager within twenty-four (24) hours of receipt of said results.

4.3.11.6 Contractor shall immediately recall to the repair location any vehicle that is determined to be at risk of damage and/or component failure due to results of oil analysis and repair as needed.

4.3.12 PM Service Sticker

Contractor shall attach a sticker, not to exceed 2" by 2" in size, inside the passenger compartment of the vehicle, indicating the mileage and due date for the next required PM service or inspection. County Project Manager or designee shall approve both the sticker size and its location inside the vehicle.

4.3.13 Contractor Notification and Scheduling for PM Service

Contractor shall notify vehicle users and/or designated contacts of required PM maintenance. Contractor shall schedule the service and perform all required PM services, inspections, and repairs in a timely manner.

4.3.13.1 Contractor shall notify vehicle users via email, in person, or any other method approved by County Project Manager or designee.

4.3.13.2 Special Notification

Contractor shall notify County fuel tanker and/or boom operators thirty (30) to ninety (90) calendar days prior to any scheduled PM or other required inspections, as necessary, to allow operators to ensure fuel removal from tankers and/or coordinate out-of-service time with the needs of the Department.

4.3.13.3 Contractor shall provide a second notification to the vehicle user (or other designated person, as the case may be) within five (5) business days of the first notification whenever the user has not responded or called to schedule the service.

4.3.13.4 Contractor shall immediately advise County Project Manager or designee, in writing, when a vehicle user and/or designated contact fails to respond within three (3) business days to a second notification for service. The vehicle user and/or designated person's contact information, if known, shall be provided to the County Project Manager or designee.

4.3.13.5 A listing of all failures to respond for service for the previous thirty (30) calendar days, sorted by UOA, vehicle number, and vehicle user (when possible) shall be included in the Monthly Report, as set forth subparagraph 7.3 (Monthly Report) of this SOW or as requested by County Project Manager or designee.

4.3.14 Contractor notification and scheduling requirements may be modified, suspended, and/or reinstated, in whole or in part, by County Project Manager or designee

4.4 Safety Inspections, Recurring, Mandatory

4.4.1 Safety Inspections, Weekly (ERV)

- 4.4.1.1 Contractor shall conduct a mandatory safety inspection of at least two (2) black and white ERVs per UOA, each week, as part of sub-paragraph 9.2 (Quality Control Plan) (except for vehicles based at the Catalina Island repair location).
- 4.4.1.2 The safety inspection shall consist of, but not be limited to, mechanical, interior/exterior condition, and any additional related safety requirements for the vehicle as determined by County Project Manager or designee.
- 4.4.1.3 Contractor shall, as part of each inspection, document the tread depth and inflation pressure of each tire to ensure compliance with federal, state, or local regulations.
- 4.4.1.4 Contractor shall, as part of each inspection, also include the date, mileage/hour/hub meter reading, and type and date of the last PM.
- 4.4.1.5 Contractor shall document the vehicle's repair or PM status as "just repaired," "just having received a PM," and the vehicle's operational status as "in-service."
- 4.4.1.6 Re-inspections for deficiencies previously identified are considered additional, and do not count towards the weekly requirement stated in sub-paragraph 4.4.1.1 above.
- 4.4.1.7 Contractor shall include a summary of all ERV inspections (other than those located on Catalina Island) by UOA, with a report of problems identified, remedies, and other pertinent information in each Monthly Report, as set forth in sub-paragraph 7.3 (Monthly Report) of this SOW.
- 4.4.1.8 Contractor shall include the number completed and percentage of ERVs inspected to date, in the Monthly Report, as set forth in sub-paragraph 7.3 (Monthly Report) of this SOW. Contractor shall attach copies of all inspections to the Monthly Report.
- 4.4.1.9 Contractor shall document that all deficiencies identified have been corrected, or will be scheduled for correction at a later date. In such event, Contractor shall provide County Project Manager or designee with the scheduled dates when all identified deficiencies will be remedied.

4.4.2 Safety Inspections, Quarterly [Catalina Island]

- 4.4.2.1 Contractor shall conduct a quarterly inspection of all Catalina Island-based vehicles, in lieu of weekly inspection required under sub-paragraph 4.4.1.1.
- 4.4.2.2 The safety inspection shall consist of, but not be limited to, mechanical, interior/exterior condition, and any additional related safety requirements for the vehicle as determined by County Project Manager or designee.

- 4.4.2.3 Contractor shall, as part of each quarterly inspection, document the tread depth and inflation pressure of each tire to ensure compliance with federal, state, or local regulations.
- 4.4.2.4 Contractor shall document the date of inspection, mileage/hour/hub meter reading, and type and date of the last PM.
- 4.4.2.5 Contractor shall document the vehicle's repair or PM status as "just repaired," or "just having received a PM," and the vehicle's operational status as "in-service."
- 4.4.2.6 The inspection shall include the last three (3) months maintenance summary, a copy of the most recently completed PM inspection form, and the type and date of the last PM.
- 4.4.2.7 Contractor shall include the quarterly Catalina Island safety inspection information in every third Monthly Report, as set forth to sub-paragraph 7.3 (Monthly Report).
- 4.4.2.8 Contractor shall document that all deficiencies identified have been corrected, or will be scheduled for correction at a later date. In such event, Contractor shall provide County Project Manager or designee with the scheduled dates when all identified deficiencies will be remedied.

4.4.3 Safety Inspections, Annual (ERV)

- 4.4.3.1 Contractor shall conduct a minimum of one (1) annual safety inspection for all in-service ERVs each Contract year.
- 4.4.3.2 Contractor shall conduct such annual inspections after the vehicle has gone into service. Sub-paragraph 4.27 (New Vehicle Receiving, Processing, and Outfitting) and any pre-service safety inspections are not considered part of the annual safety inspection.

4.4.4 In addition to the inclusion of safety inspection information in the Monthly Reports as discussed in the paragraphs above, Contractor shall include the quarterly (sub-paragraph 4.4.2 (Safety Inspections, Quarterly [Catalina Island])) and annual (sub-paragraph 4.4.3 (Safety Inspections, Annual, ERV)) safety inspection information in the Annual Report required pursuant to sub-paragraph 7.5 (Annual Report).

4.5 Inspection Assistance

- 4.5.1 Contractor shall assist County Contract Program Monitors, when requested, at all repair locations during business hours with the inspection of all vehicle systems, including, but not limited to, electrical, ignition, fuel, cooling, heating, air conditioning, driveline, exhaust, suspension, steering, and wheel alignment.
- 4.5.2 Contractor shall assist County Contract Program Monitors, when requested, at all repair locations, during business hours, with the inspection of all vehicle

components, including, but not limited to, brakes, batteries, siren speakers, light bars, arrow-stick assemblies, on-board vehicle computers and sensors, specialized alternate fuel components, engine, transmission, clutch, differential, drive axles, chassis, and tires.

4.5.3 Contractor technicians shall position vehicles on hoists, and assist County Contract Program Monitors with removal of components including, but not limited to, engine and transmission pans.

4.5.4 Contractor technicians shall also assist with various testing, removal of vehicles from hoists, and road testing of vehicles as requested by County Project Manager or designee.

4.6 **Repair Services, Non-Motor Vehicle**

4.6.1 **Mounted Equipment**

Contractor shall repair all mounted equipment, including all wiring and accessories. Such mounted equipment may include, but not be limited to: auxiliary engines, generators, refrigeration units, light bars, emergency lighting and equipment, shotgun locks, lift gates, utility boxes, welders, wheelchair lifts, and other mounted equipment as identified by County Project Manager or designee.

4.6.1.1 Mounted equipment installed part way through a vehicle's lifecycle and not identified by County as part of the Fixed-Price outfitting requirements listed in sub-paragraph 4.27 (New Vehicle Receiving, Processing, and Outfitting) of this SOW shall be invoiced to County as FFS. All subsequent repairs of mounted equipment installed part way through a vehicle's lifecycle shall be completed under the Fixed-Price portion of the Contract, unless such vehicle is specifically classified as FFS by County Project Manager or designee.

4.6.2 **Boat Repairs**

Contractor shall repair all Fleet boats and associated equipment under FFS at the hourly labor rates listed in Appendix C (Sample Contract), Exhibit B (Price Sheet). Repair times for such repairs shall be approved by County Project Manager or designee.

4.6.2.1 Boat and associated equipment repairs may be completed by Department Fleet personnel at the sole discretion of the County Project Manager or designee.

4.6.3 County Project Manager or designee shall have sole and final authority to classify a vehicle repair as either Fixed-Price or FFS.

4.7 Intentionally Omitted

4.8 **Subcontractor Specialized Services**

- 4.8.1 Contractor may subcontract specialized services under the Fixed-Price or FFS categories. Prior to such event, Contractor shall demonstrate to County that such services qualify as “specialized services” which may be more efficiently delivered by a subcontractor. Each such specialized service shall be justified and approved by County Project Manager or designee prior to services being provided in accordance with Appendix C (Sample Contract), sub-paragraph 8.40 (Subcontracting).
- 4.8.2 Prior to executing any vendor subcontract agreements pursuant to sub-paragraph 4.8, Contractor shall obtain prior written approval of County Project Manager or designee in accordance with Appendix C (Sample Contract), sub-paragraph 8.40 (Subcontracting).
- 4.8.3 Contractor’s subcontractor agreement pricing shall be at cost-effective, industry rates and shall be approved in advance, in writing, by County Project Manager or designee.
- 4.8.4 Contractor’s towing subcontract pricing shall be at cost-effective, industry rates and shall be approved in advance, in writing, by County Project Manager or designee.
- 4.8.5 Contractor warrants all work performed by subcontractors. Specifically, Contractor shall warrant the quality, completeness, and timeliness of the repairs performed by all subcontractors.
- 4.8.6 Contractor shall pay all subcontractors directly for both parts and labor for all work rendered by Contractor’s subcontractors.
- 4.8.7 Subcontractor Services under FFS or FFS/Direct Purchase

Contractor shall invoice County for subcontractor services as FFS with prior written approval for such work from County Project Manager or designee. Such FFS work shall be rendered in accordance with the hourly labor rates listed in Appendix C (Sample Contract), Exhibit B (Price Sheet), utilizing labor time standards published in, but not limited to MOTOR Labor Guide Manuals; CCC One, AllData Estimating, or other County-approved estimating guide, and/or Genesis frame measuring system time estimates, as applicable. Also see sub-paragraph 4.9 (Labor Time Estimates) of this SOW.

4.8.8 Subcontracting within Five-Mile Radius

Contractor shall obtain subcontractor service agreements for upholstery, alignment, exhaust work, and complete tire repair/replacement, which shall be picked up and delivered by subcontractors located within a five-mile radius of each staffed repair location.

- 4.8.8.1 Contractor may subcontract these services at locations over five (5) miles from the repair locations provided the subcontractor transports the vehicle not more than ten (10) miles each way to the subcontractor location or can transport the vehicle via truck to the subcontractor location within sixty (60) minutes.

- 4.8.8.2 Exceptions to sub-paragraph 4.8.8.1 above, may be approved in writing on a case-by-case basis by County Project Manager or designee.
- 4.8.9 County and Contractor agree there may be work requested by the Department under the Fixed-Price or FFS portion of the Contract that a subcontractor can perform more cost effectively or in a more timely manner. County Project Manager or designee shall have the exclusive right to require that such work be performed by a subcontractor.
- 4.8.10 Contractor shall pay all subcontractors within thirty (30) calendar days of receipt of an approved invoice for all completed work.
- 4.8.11 Should Contractor fail to issue prompt payment to any subcontractor, County may, in its sole discretion, elect to pay such subcontractor. In such event, County will deduct from Contractor's most current Fixed-Price or FFS invoice, the total invoice amount paid to the subcontractor, plus a six percent (6%) administrative fee.

4.9 **Labor Time Estimates**

4.9.1 **Labor Time Estimates, Mechanical Repairs**

- 4.9.1.1 Contractor shall complete all mechanical repair estimates within one (1) business day of receipt of either FFS or Fixed-Price vehicles submitted for FFS repairs.
- 4.9.1.2 In no event shall such estimates exceed the MLG, ALLDATA estimating or other County-approved estimating guide for labor time allowances. Also see sub-paragraph 3.11 (Labor Time Standards) of this SOW.
- 4.9.1.3 Contractor shall provide repair estimates on separate repair estimate forms and not as a part of the Repair Order.
- 4.9.1.4 County may grant an extension of time to Contractor for completing a repair estimate for non-quick-fix repairs (see sub-paragraph 4.10 (Quick-Fix Repairs and Appointments) of this SOW) when justified by Contractor and approved by County Project Manager or designee. Such extension of time shall not exceed five (5) business days.
- 4.9.1.5 County will not grant extensions of time for completing a repair estimate for quick-fix repairs.
- 4.9.1.6 Contractor shall provide estimates for all quick-fix repairs immediately and verbally to County Project Manager or designee.
- 4.9.1.7 Contractor shall provide a mechanical repair estimate with any request to move a vehicle from the Fixed-Price to FFS billing category, in accordance with Contractor's obligation to provide County with replace-versus-repair recommendations (see sub-paragraph 4.19 (Replace-Versus-Repair Recommendations) of this SOW).

4.9.2 **Labor Time Estimates, Accident, Body, and Paint Repairs**

Contractor's accident repair estimates shall be in accordance with accepted industry standards for each repair. In no event shall such estimates exceed the CCC One Estimating or other County-approved estimating guide for parts costs, and labor time allowances. Also see sub-paragraphs 3.11 (Labor Time Standards) and 4.34 (Accident Repairs) of this SOW.

4.9.2.1 Frame repair times shall be according to the estimated labor time allowances made in conjunction with the Genesis Measuring System, and as approved by County Project Manager or designee.

4.9.2.2 All body/fender repair, frame repair, and paint labor times are subject to final determination and approval by the County Project Manager or designee.

4.9.3 Excessive Repair Time Estimates

4.9.3.1 When County Project Manager or designee determines, in County Project Manager's sole discretion, Contractor's repair estimate to be excessive/inappropriate, or Contractor workmanship has failed to meet Contract work standards, County Project Manager or designee shall have the sole discretion to send the vehicle to outside vendors for estimates and/or repairs.

4.9.3.2 In such event, Contractor shall credit the County for the total of all invoice costs paid to any outside vendor(s), inclusive of, but not limited to, vendor's labor, parts, taxes, and transportation costs, plus a six percent (6%) administrative fee, as applicable. Contractor shall apply such credit to County's most current invoice.

4.9.4 Failure to Complete Timely Repairs and/or Request Extensions

4.9.4.1 Contractor's failure to complete work within the general repair time requirements (sub-paragraph 4.9.5 (General Repair Time Requirements)) or to receive a written extension of time will, in addition to other remedies, result in County's assessment of liquidated damages in accordance with Appendix B (Statement of Work Exhibits), Exhibit 8 (Performance Requirements Summary (PRS) Chart). In addition, County may elect to proceed with said repairs utilizing County staff, obtain repairs from outside vendor repair locations, or utilize any combination of such services.

4.9.4.2 In such event, Contractor shall credit the County for the total of all invoice costs paid by County to any outside vendor(s), inclusive of, but not limited to, vendor's labor, parts, taxes, and transportation costs, as applicable. In like manner, Contractor shall also credit the County, when applicable, for County's fully-burdened labor costs, plus parts, taxes, and transportation costs, as applicable.

4.9.4.3 Contractor shall apply such credit to County's most current invoice following completion of repairs in an amount determined by County Project Manager or designee. Such credit shall include all assessed

liquidated damages, in the sole discretion of County Project Manager and /or County Project Director.

4.9.5 General Repair Time Requirements

4.9.5.1 Contractor shall generally complete repairs within three (3) business days from the day the vehicle is brought to a repair location, from the day the vehicle is identified to Contractor as requiring mobile service or transport to a repair location, unless a written extension of time has been obtained from the County Project Manager or designee. Exceptions to the three (3) business day requirement are identified below in sub-paragraph 4.9.6 (Specific Repair Time Requirements).

4.9.5.2 Repair times run concurrently for vehicles that have auxiliary engines/equipment requiring repairs or maintenance, including, but not limited to, a truck with an auxiliary refrigeration unit.

4.9.6 Specific Repair Time Requirements

Fleet repairs and/or services shall be completed within three (3) business days or less, without regard to the magnitude or quantity of repairs, with the following exceptions:

4.9.6.1 All vehicles and motorcycles requiring complete engine, transmission, differential, or transfer case replacement shall be completed within five (5) business days;

4.9.6.2 All motorcycles requiring a top-end overhaul, in addition to other maintenance/repairs, shall be completed within five (5) business days;

4.9.6.3 Heavy trucks/tractors/buses with a GVWR of 22,000 lbs. or more, requiring engine, transmission, differential, final drives, transfer case, or frame replacement shall be completed within fifteen (15) business days;

4.9.6.4 Off-highway equipment and trailer repairs shall be completed within five (5) business days; and

4.9.6.5 Off-highway equipment and/or trailers with mounted and/or additional engines/equipment, which require repair or replacement of engine, transmission, differential, final drives, transfer case, or frame shall be completed within fifteen (15) business days, unless otherwise determined by County Project Manager or designee.

4.9.7 Exceptions to Repair Time Requirements

4.9.7.1 County may grant exceptions to repair time requirements, other than those enumerated in sub-paragraph 4.9.6 (Specific Repair Time Requirements), upon written request by Contractor on a case-by-case basis. County Project Manager or designee will authorize or deny such request in writing, prior to repair time expiration.

4.9.7.2 Such other exceptions may include, but are not limited to: electronic instrument panel repairs; vehicle OEM warranty repairs; and very specialized work such as tanker/boom certification.

4.9.8 County will enforce all repair time requirements for all subcontracted work.

4.10 **Quick-Fix Repairs and Appointments**

Contractor shall receive and accept vehicles submitted for quick-fix repairs at all repair locations.

4.10.1 Quick-fix: means any work requiring one (1) hour or less to inspect, service, or repair, as specified in the Motor Labor Guide (MLG) manuals and/or ALLDATA, or other approved estimating manual as established by County Project Manager or designee. A quick-fix may include limited PM Work that meets the one (1) hour quick-fix requirement, and specific limited services (e.g. general vehicle inspections, emission inspections, minor repairs, recalls, or campaigns) as determined by the County Project Manager or designee.

4.10.2 Quick-fix shall also include tire repair or replacement at a Department repair location or local vendor for up to two (2) passenger car tires or up to two (2) truck tires for trucks up to 10,000 GVWR.

4.10.3 Contractor shall advise driver or Department representative when a request for vehicle repair meets the quick-fix requirement. Contractor shall provide a quick-fix turnaround of less than two (2) hours for items requiring one (1) hour or less to inspect, service, or repair.

4.10.4 Quick-fix services shall be provided when appropriate, or when requested by Department Fleet personnel and/or the vehicle operator.

4.10.5 Contractor shall identify and record quick-fix repairs and their associated costs, in ShopFax.

4.10.6 Accident, body, and paint quick fixes are discussed further under sub-paragraph 4.34.8 (Accident Repair Time Requirements) of this SOW.

4.11 **Daily Vehicle Service Appointments**

4.11.1 Daily vehicle service appointments are not intended for major and/or multiple repairs with extensive labor requirements.

4.11.2 Contractor shall complete all PM work in accordance with the time standards listed in Appendix B (Statement of Work Exhibits), Exhibit 4 (Preventive Maintenance Schedules, Labor Times, and Vehicle Classifications) plus one (1) hour.

4.11.3 Contractor, at a minimum, shall provide daily vehicle service appointments by repair location, which shall be scheduled as follows:

4.11.3.1 Four (4) per business day at the Eastern Avenue repair location;

- 4.11.3.2 Four (4) per business day at STAR Center repair location; and
- 4.11.3.3 Two (2) per business day at Pitchess Detention Center repair location.

4.11.4 Additional Work Notifications

Should additional vehicle repair time be required of Contractor, and should such additional work be approved by County Project Manager or designee, Contractor shall contact and advise the vehicle's driver or other Department representative immediately of the additional work. Such work may also include safety items or other work that should not be deferred.

- 4.11.5 Contractor may propose adjustments to the number of daily service appointments scheduled by repair location to County Project Manager or designee within ninety (90) calendar days from the Work Start Date. The final decision for the number of daily vehicle service appointments by repair location shall be at the sole discretion of County Project Manager or designee.

4.11.6 Completed PM/Repairs

- 4.11.6.1 Within one (1) hour of completion of completed repair and quality inspection, Contractor shall notify the vehicle driver indicated on the Driver's Vehicle Condition Report (DVCR) or other appropriate Department representative as identified by County Project Manager or designee that the completed vehicle is ready for pick-up. Such notification shall be verbal, by telephone, or other method approved by County Project Manager or designee.

- 4.11.6.2 At the Eastern Avenue repair location, Contractor shall immediately notify designated intake personnel that a repaired vehicle is ready for pick-up.

- 4.11.6.3 Contractor shall provide the vehicle driver or other representative with the location of the vehicle and copies of the completed Repair Order, the original Driver's Vehicle Condition Report, and the signed PM and Inspection Checklists, if applicable.

- 4.11.7 Contractor may schedule daily vehicle service appointments for quick-fixes, i.e. emission inspection, tire repairs (see sub-paragraph 4.10 (Quick-Fix Repairs and Appointments)) as determined by the County Project Manager or designee.

4.11.8 Vehicle Repair and Service – Pricing

Daily vehicle service appointments for qualifying repairs or services, including quick-fixes, shall be performed at the rates included in the Fixed-Price or FFS portion of the Contract that are appropriate to the vehicle classification and type of work performed.

4.12 Out-of-Service Rate

- 4.12.1 An out-of-service vehicle is one that is not available to the Department and has been received by Contractor for repair or PM work.

- 4.12.2 Contractor shall monitor the out-of-service rate for each UOA in the Fleet throughout the term of the Contract.
- 4.12.3 Contractor shall calculate and record the out-of-service rate, in real time, based on the most current Repair Order data in ShopFax.
 - 4.12.3.1 The real-time out-of-service time versus the availability of Fleet vehicles is based upon opened and closed Repair Orders having current and accurately documented ShopFax “repair reasons,” including, but not limited to, PM, driver’s report, damage due-to-accident (DTA), OEM recall, hold for inspection, etc.
- 4.12.4 Contractor shall open a Repair Order in ShopFax within fifteen (15) minutes of a vehicle’s arrival to the repair location for service.
- 4.12.5 Contractor shall close a Repair Order in ShopFax within one (1) hour of repair completion.
- 4.12.6 The out-of-service rate includes all Fixed-Price and FFS vehicles in the Fleet that are out-of-service, minus the exceptions listed in sub-paragraph 4.12.9 (Exceptions) of this SOW.
- 4.12.7 Contractor shall ensure the out-of-service rate does not exceed the maximum number of vehicles, by category, allowed to be out-of-service (see Table A (Out-of-Service Rate – ERVs Black and White), Table B (Out-of-Service Rate – Non ERVs), and Table C (Out-of-Service Rate – Prisoner Transport Bus), below) at any one time for any of the Department’s UOAs.
- 4.12.8 Table A (Out-of-Service Rate – ERVs Black and White), Table B (Out-of-Service Rate – Non ERVs), and Table C (Out-of-Service Rate – Prisoner Transport Bus) below include the Fleet size ranges with the maximum number of vehicles allowed out-of-service, which may be encountered at any one time at any one of the Department’s UOAs.

[For example: Century Station is a UOA. The Fleet size for all black and white ERVs at Century Station is 62 vehicles. This number falls within the range “61-70” vehicles. Therefore, Century Station’s maximum allowable number of vehicles out-of-service at any time shall not exceed six (6) vehicles.]

TABLE A OUT-OF-SERVICE RATE	
ERVs (BLACK AND WHITE)	
Vehicle Types 1, 9, 19, and 22	
Appendix B, Exhibit 6 (Vehicle/Equipment Type Codes)	
Number of Assigned Vehicles	Maximum Number Vehicles Out-of-Service
0 to 5 vehicles	N/A
6 to 15 vehicles	1

16 to 25 vehicles	2
26 to 35 vehicles	3
36 to 50 vehicles	4
51 to 60 vehicles	5
61 to 70 vehicles	6
71 to 80 vehicles	7
81 to 90 vehicles	8
91 to 100 vehicles	9
101 to 110 vehicles	10
111 to 120 vehicles	11
121 to 130 vehicles	12
131 to 140 vehicles	13
141 to 150 vehicles	14
151 to 160 vehicles	15
161 to 170 vehicles	16
171 to 180 vehicles	17
181 to 190 vehicles	18
191 to 200 vehicles	19
201 to 210 vehicles	20
211 to 220 vehicles	21
221 to 230 vehicles	22
231 to 240 vehicles	23
241 to 250 vehicles	24

**TABLE B
OUT-OF-SERVICE RATE**

NON-ERVs	
All Other Vehicle Types Except For Types 1, 9, 16, 19, 22, 30, 31, 34, 37 ,99	
Appendix B, Exhibit 6 (Vehicle/Equipment Type Codes)	
Number of Assigned Vehicles	Maximum Number of Vehicles Out-of-Service
0 to 4 vehicles	N/A

5 to 7 vehicles	2
8 to 43 vehicles	3
44 to 56 vehicles	4
57 to 68 vehicles	5
69 to 81 vehicles	6
82 to 93 vehicles	7
94 to 106 vehicles	8
107 to 118 vehicles	9
119 to 131 vehicles	10
132 to 143 vehicles	11
144 to 156 vehicles	12
157 to 168 vehicles	13
169 to 181 vehicles	14
182 to 193 vehicles	15
194 to 206 vehicles	16
207 to 218 vehicles	17
219 to 231 vehicles	18
232 to 243 vehicles	19
244 to 256 vehicles	20
257 to 269 vehicles	21
270 to 281 vehicles	22
282 to 293 vehicles	23
294 to 306 vehicles	24
307 to 319 vehicles	25
320 to 332 vehicles	26
333 to 345 vehicles	27

TABLE C OUT-OF-SERVICE RATE	
PRISONER TRANSPORT BUSES	
Equipment Types 30, 31, 34, and 37	
Appendix B, Exhibit 6 (Vehicle/Equipment Type Codes)	
Number of Assigned Vehicles	Maximum Number of Vehicles Out-of-Service
0 to 5 vehicles	N/A
6 to 15 vehicles	1
16 to 25 vehicles	2
26 to 35 vehicles	3
36 to 50 vehicles	4
51 to 60 vehicles	5
61 to 70 vehicles	6
71 to 80 vehicles	7
81 to 90 vehicles	8
91 to 100 vehicles	9
101 to 110 vehicles	10
111 to 120 vehicles	11
121 to 130 vehicles	12

4.12.9 Exceptions

Vehicles which shall not be included in the daily out-of-service rate, include:

- a. Vehicles for which Contractor is waiting for a decision from Department, relative to recommending disposal or waiting for approval from Department to repair;
- b. Out-of-service vehicles or other vehicles under Department control (i.e. Hold for LASD, Hold for Inspection, manufacturer's recall);
- c. Vehicles awaiting PM service only but which are 1) otherwise operational, 2) physically located at a vehicle's UOA which also has a Contractor-staffed repair location, and 3) normally garaged there at vehicle's UOA.
- d. Vehicles which are out-of-service as a result of an accident/collision; and

- e. Vehicles which are out-of-service and for which Contractor has been authorized an extension of repair time by County Project Manager or designee to complete repairs.

4.12.10 Monitoring and Reporting Requirements

Contractor shall daily monitor and report the out-of-service rate by UOA during all business hours. The Vehicle Out-of-Service Report is further discussed in sub-paragraph 7.1 (Vehicle Out-of-Service Report) of this SOW.

4.12.11 Contractor Remedy for Non-Compliance

4.12.11.1 Contractor shall, at Contractor's sole expense and in accordance with its Fixed-Price service obligations to County, immediately provide overtime and/or additional staff to repair vehicles assigned to UOAs and categories that exceed the maximum number of vehicles allowed out-of-service.

4.12.11.2 Overtime and/or the assignment of additional staff shall continue until the number of out-of-service vehicles is reduced to no more than the allowed maximum.

4.13 Vehicle Yard Check and Reporting

4.13.1 Contractor shall conduct a physical yard check at the Eastern Avenue repair location each business day. The yard check at the Eastern Avenue repair location shall encompass the repair location and all surrounding areas where Fleet vehicles are parked, stored, and/or undergoing repair.

4.13.2 Contractor shall conduct a physical yard check on the first business day of each week at Pitchess Detention Center and STAR Center repair locations.

4.13.3 As the program is evaluated by County and Contractor, the data collected and the reporting format for the yard check may evolve as determined by County Project Manager or designee.

4.13.4 Contractor shall determine the status of vehicles that do not have a Repair Order, and open a Repair Order for those that should have one open.

4.13.5 Contractor shall provide a list of the remaining vehicles to designated Department personnel, indicating the UOA and when the last Repair Order was closed for each of the vehicles at that repair location, including any pertinent notes, or other information requested by the Department.

4.13.6 Reporting

4.13.6.1 Contractor shall provide a completed Vehicle Yard Check Report for the Eastern Avenue location to County Project Manager or designee not later than 10:00 a.m. each business day.

- 4.13.6.2 Initially, Contractor may manually enter the Vehicle Yard Check Report into an Excel spreadsheet. The Department may implement a new asset management system during the term of the Contract that may be used to generate the Vehicle Yard Check Report.
- 4.13.6.3 Contractor shall ultimately enter yard check information into the Department's Fleet Asset Status Tracking (F.A.S.T) program and/or ShopFax to provide an electronic vehicle yard check reporting capability.
- 4.13.6.4 County Project Manager or designee shall have sole discretion to increase or decrease the scope of information required in the Vehicle Yard Check Report, the reporting frequency, and/or the number of repair locations required to be provided in the report.
- 4.13.7 Contractor requests to make changes to this sub-paragraph 4.13 (Vehicle Yard Check and Reporting) shall require prior written approval of County Project Manager or designee.

4.14 **Reworks, Comebacks, Warranty Periods**

4.14.1 Reworks

- 4.14.1.1 "Mechanical rework" shall mean any repair that is required to correct the same noted mechanical/electrical system deficiency within one (1) year, or 12,000 miles (or 100 hours for off-highway equipment) of repair completion, whichever occurs first. Specific warranty periods are listed below in Table D (Components, Parts, and Labor Warranty) below.
- 4.14.1.2 "Paint/body rework" shall mean any repair that is required to correct previously performed paint/body repairs within the warranty periods listed for paint/body in Table D (Components, Parts, and Labor Warranty) below.
- 4.14.1.3 Contractor shall warrant all components, parts, and labor for the periods specified in this sub-paragraph 4.14 (Reworks, Comebacks, Warranty Periods). Contractor shall further warrant all components, parts, labor, and repairs specifically listed in Table D (Components, Parts, and Labor Warranty) below for the periods listed in Table D (Components, Parts, and Labor Warranty) or through the end of the term of the Contract, whichever comes first.
- 4.14.1.4 Rework applies to all repairs, scheduled or unscheduled, under both Fixed-Price and FFS pricing.

TABLE D COMPONENTS, PARTS, AND LABOR WARRANTY		
a.	New or remanufactured parts, components, and all labor. (All vehicles)	Minimum 1 year / 12,000 miles, or as extended by OEM
b.	New or remanufactured engines, transmissions, and all related labor. (Light and Medium Vehicles)	Minimum 3 years/36,000 miles, or as extended by OEM
c.	New or remanufactured engines, transmissions, and all related labor. (Heavy/Super Heavy Vehicles)	Minimum 1 year/unlimited miles, or as extended by OEM
d.	Discoloration/fading of paint	5 years
e.	Flaking/peeling/cracking of paint (for vehicles painted when trim is removed and re-installed)	5 years
f.	Flaking/peeling/cracking of paint (for vehicles painted when trim is masked instead of removed and re-installed)	3 years
g.	Body/frame repair	Through the term of the Contract

4.14.2 Comebacks

4.14.2.1 A “comeback” shall mean any maintenance or repair item not identified and/or repaired while vehicle was in a repair location for PM service, as set forth in sub-paragraph 4.2 (Preventive Maintenance, Inspections, Repairs: Overview) and Appendix B (Statement of Work Exhibits), Exhibit 5 (Preventive Maintenance and Other Inspection Checklists).

4.14.2.2 A “quality control comeback” shall mean any maintenance or repair item identified on the Driver’s Vehicle Condition Report and/or as part of the MPIE, which was not repaired while the vehicle was in a repair location for service as required in Appendix B (Statement of Work Exhibits), Exhibit 5 (Preventive Maintenance and Other Inspection Checklists).

4.14.3 Contractor Expense

Contractor shall incur all expenses, including transportation, for all reworks and/or comebacks for all repairs, whether Fixed-Price or FFS.

4.14.4 Completion Times

- 4.14.4.1 Contractor shall begin corrective work for a mechanical/electrical rework or comeback within four (4) hours of delivery of vehicle to Contractor.
- 4.14.4.2 Contractor shall complete mechanical/electrical reworks or comeback work within two (2) business days, plus MLG or ALLDATA labor time allowance for the corrective work, from time of delivery of vehicle to Contractor.
- 4.14.4.3 Contractor shall begin corrective work for a paint/body rework or comeback immediately upon County or Contractor delivery of vehicle to Contractor.
- 4.14.4.4 Contractor shall complete paint/body reworks or comeback work in accordance with CCC One Estimating or other County-approved estimating guide for parts costs and labor time allowances and/or accepted industry standards for vehicles not listed in the guide, as approved by County Project Manager or designee, plus five (5) business days.
- 4.14.4.5 All reworks and comeback work shall be subject to the same quality standards as the original repair.

4.14.5 Percentage Standards

- 4.14.5.1 Contractor shall track reworks and comebacks separately.
- 4.14.5.2 Contractor shall calculate the numbers of reworks and comebacks monthly for each repair location and for the Fleet overall.
- 4.14.5.3 Contractor shall identify the number of reworks and comebacks by percentage of Repair Orders, by repair location where the original work was completed, and by the Fleet overall.
- 4.14.5.4 Contractor shall not exceed a rework or comeback rate of three percent (3%) per month for each repair location where original work was completed.

4.14.6 Reporting

Contractor shall report the rework and comeback percentage rate for each repair location where original work was completed in the Monthly Report. The Monthly Report is further discussed in sub-paragraph 7.3 (Monthly Report) of this SOW.

4.14.7 Reimbursement to County

- 4.14.7.1 Contractor shall reimburse the County for more than one (1) rework and/or comeback for the same problem. Reimbursement shall be in the form of an invoice credit applied to Contractor's most current invoice to

County, within the same month as the repairs were completed or as determined by County Project Manager or designee.

- 4.14.7.2 County may alternatively send the vehicle for repair to an outside vendor and seek invoice credits from Contractor pursuant to sub-paragraph 4.9.4 (Failure to Complete Timely Repairs and/or Request Extensions) of this SOW.

4.15 **Deferred Work**

- 4.15.1 “Deferred work” shall mean any service, inspection, or repair which the County Project Manager or designee has authorized not to be performed. Deferred work is further discussed in sub-paragraph 5.4.4 (Deferred Work Review) of this SOW.
- 4.15.2 Contractor shall document such authorization on the Repair Order. The Repair Order shall include:
 - 4.15.2.1.1 type of service, inspection, or repair not performed;
 - 4.15.2.1.2 reason for the deferred work;
 - 4.15.2.1.3 name and phone number of person authorizing the deferred work; and
 - 4.15.2.1.4 date vehicle shall return to complete the service, inspection, or repairs.
- 4.15.3 Deferred work shall not be considered a rework or comeback as defined in sub-paragraph 4.14 (Reworks, Comebacks, Warranty Periods) of this SOW.
- 4.15.4 Contractor shall complete all repair work prior to vehicle leaving the repair location, unless approved as deferred work by County Project Manager or designee and documented as such on the Repair Order.

4.16 **Repair History Review**

The repair history review allows Contractor to determine an appropriate PM/repair strategy, discover any recalls or campaigns required, and determine if any deferred work as defined in sub-paragraph 4.15 (Deferred Work) above has been documented on the Repair Order, and/or determine if the needed repairs are reworks or quality control comebacks. Repair Order processing is further discussed in sub-paragraph 5.4.1 (Repair Order Processing) of this SOW.

4.16.1 **When Opening Repair Order, General**

Contractor shall run a minimum one (1) year or 12,000 mile (or 100 hours for off-highway vehicles) repair history review for all vehicles when opening a Repair Order in ShopFax.

4.16.2 **When Opening Repair Order, Engines and Transmissions**

In order to determine if needed repairs are covered by a warranty, Contractor shall run a minimum three (3) year or 75,000 mile (or 300 hours for off-highway vehicles)

vehicle repair history review when opening a Repair Order in ShopFax for major engine or transmission repairs, or any engine or transmission replacement.

4.16.3 Contractor shall gather data for the repair history review from ShopFax, Contractor’s records, or dealers/suppliers of engines and transmissions, as the case may be.

4.16.4 Contractor shall input and maintain all warranty data in ShopFax, as set forth in sub-paragraph 3.8.4 (Warranty Tracking) and sub-paragraph 3.8.5 (Warranty Record Requirements) of this SOW.

4.17 Inspection Checklist Documents

Inspection checklist documents include, but are not limited to, the documents listed Table E (Inspection Checklist Documents) below and attached as Appendix B (Statement of Work Exhibits), Exhibit 5 (Preventive Maintenance and Other Inspection Checklists).

TABLE E INSPECTION CHECKLIST DOCUMENTS	
a	New Vehicle Preparation Inspection
b	Preparation for Auction Inspection
c	Fuel Tanker Inspection and Certification
d	Aerial Boom Truck Inspection
e	08 Bus Safety Inspection
f	08 Van Safety Inspection
g	08 Truck and Tractor Safety Inspection (BIT Required)
h	Compressed Natural Gas (CNG) Fuel Container (cylinder) Inspection
i	Smoke Opacity Inspection for Heavy Diesel Vehicles
j	Multi-Point Vehicle Safety Inspection-Eastern
k	Driver’s Vehicle Condition Report (Beef Sheet)
l	Going Out-of-Service Inspection
m	Ready for Sale/Auction Form
n	Post Conversion Checklist
o	Quick-Fix Safety Inspection
p	Vehicle Outfitting Build Sheet

4.17.1 Contractor shall use the forms provided in Exhibit 5 (Preventive Maintenance and Other Inspection Checklists) of Appendix B (SOW Exhibits).

4.17.2 Contractor shall sign all completed original inspection checklist documents and retain in a secure Contractor-provided file cabinet at the repair location where the Repair Order was processed. Copies shall be provided to Department personnel, as requested by County Project Manager or designee.

4.17.3 Retention Period

Contractor shall retain a complete, signed original [or scanned copy of an original] of all required inspection checklist documents for five (5) years after the expiration or termination of the Contract.

4.17.4 Contractor shall not make any change to inspection checklist documents, nor record retention requirements and procedures set forth in this sub-paragraph 4.17 (Inspection Checklist Documents) without written authorization from County Project Manager or designee.

4.18 **Car Wash and Detailing Services**

4.18.1 **Car Wash Services**

Contractor shall provide Fleet car wash services and all related supplies at the Eastern Avenue repair location for up to ten (10) vehicles per business day under the Fixed-Price portion of the Contract.

4.18.1.1 Contractor may use the County automated car wash located at the Eastern Avenue repair location, if available, for the exterior washing portion of this requirement.

4.18.1.2 Contractor shall wash exterior of vehicles and vacuum all vehicle interiors including the carpet and upholstery. Contractor shall clean all vehicle interiors (including all trim, seats, carpet, accessories, rubber, plastic, vinyl, leather, etc.).

4.18.1.3 Contractor shall clean all windshields, windows, mirrors, and other glass surfaces inside and out. Contractor shall wash/clean all tires and wheels and apply appropriate protective coatings to the tires.

4.18.1.4 Car wash services in excess of the minimum of ten (10) vehicles per business day shall be invoiced as FFS at the regular Body Repair/Painting hourly labor rates specified in Appendix C (Sample Contract), Exhibit B (Price Sheet) for labor times mutually agreed upon per vehicle.

4.18.2 **Detailing Services**

Contractor shall provide Fleet detailing services and related supplies at the Eastern Avenue repair location for up to ten (10) vehicles per business day under Fixed-Price portion of the Contract.

4.18.2.1 Contractor shall wash vehicle exterior per guidelines 4.18.1.2 and 4.18.1.3 above. Contractor shall prepare painted surfaces for wax using clay bars, rubbing compound or buffing as required and then wax with professional grade carnauba or other Department-approved wax. Contractor shall apply appropriate protective coatings to the tires.

4.18.2.2 Contractor may use County automated car wash located at the Eastern Avenue repair location, when it is available, as a pre-wash to the detailing services requirement outlined herein for the exterior washing portion of this requirement.

4.18.2.3 Contractor shall vacuum and clean all vehicle interiors, including carpet and upholstery. Carpets shall be spot cleaned and shampooed. Leather

conditioner shall be applied to all leather surfaces. Appropriate protective coatings shall be applied to all vinyl surfaces.

- 4.18.2.4 Contractor shall clean all windshields, windows, mirrors, and other glass surfaces inside and out.
- 4.18.2.5 County Project Manager or designee reserves sole discretion to determine if a vehicle exterior or interior condition is too degraded to obtain a satisfactory result from detailing.
- 4.18.2.6 County Project Manager or designee reserves sole discretion to determine whether or not the quality of the finished vehicle is satisfactory.
- 4.18.2.7 Fleet detailing services in excess of the minimum of ten (10) per business day shall be invoiced as FFS at the Body Repair/Painting regular hourly labor rates specified in Appendix C (Sample Contract), Exhibit B (Price Sheet) for labor times mutually agreed upon per vehicle

4.19 Replace-Versus-Repair Recommendations

4.19.1 Contractor shall make replace-versus-repair (RVR) recommendations when a vehicle is over the mileage ranges and repair costs listed in Table F (Department Replacement Guidelines) below, or when Contractor believes the vehicle is uneconomical or unsafe to repair as identified during a repair location visit and as approved in writing by County Project Manager or designee.

4.19.2 RVR evaluation shall include, but shall not be limited to the following:

- 4.19.2.1 Repair estimate;
- 4.19.2.2 Vehicle replacement cycles in accordance with Department policies;
- 4.19.2.3 Vehicle condition;
- 4.19.2.4 Vehicle life cycle cost, including previous two (2) years' costs, miles driven, and cost per mile, separated into Fixed-Price and FFS categories; and
- 4.19.2.5 Current Kelly Blue Book (or other County-approved guide) value of vehicle.

TABLE F DEPARTMENT REPLACEMENT GUIDELINES			
RVR evaluations are made on a case-by-case basis using the following general guidelines:			
VEHICLE TYPE	Mileage Range OVER	AND	Repair Cost EXCEEDS
Black & White sedans	95,000		\$2,000
Black & White sedans	110,000		\$1,000
Solid sedans (pursuit)	150,000		\$2,000
All other sedans	150,000		\$2,000

Trucks, Vans, 4 x 4's & All SUVs B&W and Solid	150,000		\$2,000
Buses (25-60 passenger)	500,000		\$30,000
Motorcycles (Patrol)	120,000		\$2,500

4.19.3 Evaluation of Additional Mileage and Repair Costs

The RVR evaluation of mileage and repair costs for special-use trucks, vans, and other vehicles, as required by the County Project Manager or designee, shall be based on reasonable Fleet practices for vehicle type and condition, as determined by County Project Manager or designee.

4.19.4 Exception to Repair Cost Evaluation

Repair costs used to determine RVR may not be considered if the costs are due to a lack of timely repairs, recalls, and/or maintenance that Contractor should have performed during scheduled and/or non-scheduled services at Contractor-operated County repair locations, as determined by County Project Manager or designee. Notwithstanding, all costs should be included in the RVR recommendation.

4.19.5 Vehicle Billing Category Change

County may elect to transfer Fixed-Price vehicles to the FFS billing category when vehicles exceed the Department Replacement Guidelines set forth in Table F above and are determined by County Project Manager or designee to be uneconomical to repair.

4.19.6 The final decision to replace, repair, or reassign a vehicle to FFS repair billing category shall be at the sole discretion of County Project Manager or designee.

4.20 **Suspected Vehicle Abuse**

4.20.1 Mandatory Notification Requirement

Contractor shall immediately advise County Project Manager or designee of any vehicle that is suspected to have been abused by the user. Suspected abuse may include, but is not limited to, damage in excess of normal wear and tear for severe duty and/or police vehicles, or an excessive or unusual number of repairs. Reports of suspected abuse must be validated by County Project Manager or designee.

4.20.2 Documenting Repairs

Contractor shall identify repairs and estimated cost of repairs caused by suspected vehicle abuse, and, upon approval of County Project Manager or designee, document such suspected abuse together with a repair cost estimate on the Repair Order in ShopFax.

4.20.3 Invoicing for Repairs Due to Abuse

Repairs required due to vehicle abuse shall be pre-approved by County Project Manager or designee in writing. Contractor shall invoice County at the FFS rates listed in Appendix C (Sample Contract), Exhibit B (Price Sheet).

4.21 **Security and Care of Vehicles, Contractor**

4.21.1 Contractor is responsible for the security of all vehicles accepted for service.

4.21.2 Contractor shall secure vehicles from theft, vandalism, and misuse when stored at County repair locations or subcontractor locations, and during transportation between locations.

4.21.3 Vehicles shall be stored at all locations with windows up and doors locked, when not inside a fully enclosed, secure building.

4.21.4 **Reporting Theft or Vandalism**

4.21.4.1 Contractor shall report any incidents of theft or vandalism to Fleet vehicles to County Project Manager or designee immediately, but no later than twenty-four (24) hours after the incident is discovered.

4.21.4.2 Contractor shall notify and report theft/vandalism to the local law enforcement agency immediately following written approval by County Project Manager or designee to do so.

4.21.5 **Misuse of County Vehicles**

Contractor shall be responsible for, and ensure there is no misuse of, County vehicles, equipment, and/or radios, while vehicles are under Contractor's control, or the control of any subcontractor. This includes, but is not limited to, unauthorized and/or inappropriate use of County vehicles, equipment, and communication radios, MDTs, MDCs, GPSs, or any other vehicle equipment.

4.21.6 **Contractor Negligence: Damage or Loss**

Contractor shall be responsible for repair and/or reimbursement to County for the value of vehicles damaged due to Contractor or subcontractor negligence while under control of Contractor or subcontractor, at the sole discretion of the County Project Manager or designee. Examples of negligence include, but are not limited to: leaving vehicle windows down which result in rain damage or animal contamination; not securing plastic covers over a damaged and/or open area of vehicle so weather or animals can damage the engine or interior.

4.21.6.1 Contractor shall reimburse the County for repair and/or replacement costs resulting from damage to, or loss of, Fleet vehicles or any component thereof, due to Contractor and/or subcontractor failure to perform in accordance with the provisions of the Contract and specifically this sub-paragraph 4.21 (Security and Care of Vehicles, Contractor).

4.21.6.2 Such reimbursement shall be in the form of an invoice credit applied to Contractor's most current invoice to County within the same month as the

damage or loss occurred or as determined by County Project Manager or designee.

4.21.6.3 Contractor shall be solely responsible for obtaining reimbursement from Contractor's subcontractors when appropriate.

4.22 **Damage Due to Accident**

4.22.1 Contractor shall inspect all incoming vehicles for damage due to accident (DTA), including missing license plate(s) and damaged/missing communications or emergency equipment.

4.22.2 Contractor shall document DTA on the appropriate inspection checklist (see Table E) and in ShopFax.

4.22.3 **Missing Plates**

Contractor shall document missing front and/or rear license plate information in the "Comments" section of the Repair Order in ShopFax, in the "Deferred Work" section in ShopFax (sub-paragraph 4.15 (Deferred Work) of this SOW), and on the appropriate inspection checklist (Table E) set forth in Appendix B (Statement of Work Exhibits), Exhibit 5 (Preventive Maintenance and Other Inspection Checklists). (Note: License plate documentation is not required for new vehicles not previously licensed.)

4.22.4 **Damaged/Missing Communications or Emergency Equipment**

4.22.4.1 Contractor shall input information about any damaged/missing communications and emergency equipment in the "Comments" section of the Repair Order in ShopFax and shall immediately notify County Project Manager or designee.

4.22.4.2 Contractor shall document the date and time when the damaged/missing communications and emergency equipment was jointly inspected and verified, along with the names of County and Contractor personnel engaged in the inspection and verification process.

4.22.4.3 Contractor shall be responsible for repair and/or reimbursement to County for the value of vehicles damaged while in Contractor's or Contractor's subcontractor's care, as determined by County Project Manager or designee. If not repaired at Contractor's sole expense within the repair time standards set forth in this SOW, Contractor shall apply an invoice credit to Contractor's most current invoice to County within the same month as the damage or loss occurred or as determined by County Project Manager or designee.

4.23 **Emission Testing**

- 4.23.1 Contractor shall provide annual and/or biennial emission testing for all Fleet vehicles, following the requirements of all local, state and federally mandated programs in effect each calendar year.
- 4.23.2 Contractor shall establish three (3) Contractor-operated emission testing locations at the following locations: 1) Eastern Avenue repair location; 2) Pitchess Detention Center repair location, and 3) the STAR Center repair location, and establish lease agreements with Emission Analyzer machine vendor.
- 4.23.3 Contractor shall perform emission testing at the three (3) Contractor-operated emission testing locations identified above, unless otherwise required by law and/or specified by County Project Manager or designee.
- 4.23.4 Contractor shall establish emission testing service agreements with subcontractor for any vehicles requiring a “change of ownership emission test.” Such agreements shall be established in accordance with Appendix C (Sample Contract), sub-paragraph 8.40 (Subcontracting). [BAR prohibits government-operated fleets from administering a “change of ownership” emission test.]
- 4.23.5 Contractor shall transport vehicles to and from subcontractor for first-time change-of-ownership emission inspection and emission certificate issuance, at Contractor’s sole expense, as authorized by County Project Manager or designee.
- 4.23.6 County-contracted auction vendors will provide emission certificates to the new owners of disposed auction Fleet vehicles upon sale.

4.24 **Seasonal/Specialized Equipment Maintenance**

- 4.24.1 Contractor shall establish a seasonal or specialized equipment maintenance and equipment modification program as directed by County Project Manager or designee. These program services are covered under the Fixed-Price portion of the Contract.
- 4.24.2 Seasonal requirements may include seasonal inspections and operational maintenance of air conditioning, and winterization of vehicles, as applicable.
- 4.24.3 Contractor shall coordinate with County Project Manager or designee to perform any seasonal or specialized equipment maintenance or equipment modifications.
- 4.24.4 Contractor shall identify all seasonal or specialized equipment maintenance and equipment modifications on all Repair Orders.

4.25 **Towing and Emergency Road Services**

- 4.25.1 Contractor shall establish subcontractor agreements with towing companies to provide twenty-four (24) hour, seven (7) day-per-week towing and emergency road service (inclusive of minor repairs) for all Fleet vehicles. Contractor shall establish such agreements in accordance with sub-paragraph 4.8 (Specialized Services) of this SOW and Appendix C (Sample Contract), sub-paragraph 8.40 (Subcontracting).

4.25.2 Towing and Emergency Road Service Assistance

Contractor's towing vendors shall provide towing and emergency road service assistance, including bus tire repair or replacement, twenty-four (24) hours, seven (7) days-per-week.

4.25.3 Towing and Emergency Road Service Within United States

Contractor's vendor shall provide towing and emergency road services for the Fleet anywhere within the United States when requested by County Project Manager or designee.

4.25.4 Vehicle Towing – Requirements

4.25.4.1 For vehicles located within County limits: Tow services must arrive within one (1) hour from the time Contractor's towing subcontractor dispatcher receives call from Department personnel.

4.25.4.2 For vehicles located outside County limits: Tow services must arrive within two (2) hours from the time Contractor's towing subcontractor dispatcher receives call from Department personnel.

4.25.4.3 Towed vehicles shall be delivered to the nearest Department repair location, unless the Contractor's towing subcontractor is directed by County Project Manager or designee to deliver the vehicle to an alternate repair location.

4.25.4.4 Vehicles requiring repairs that exceed the capability of the Department repair location to which they were delivered shall be transported or towed by Contractor's towing subcontractor to a repair location that can accommodate the repairs.

4.25.4.5 Contractor's towing subcontractor shall leave towing information with the vehicle at its delivery destination. Such information shall include, but not be limited to:

4.25.4.5.1 the date and time the call for service was received by towing subcontractor dispatcher;

4.25.4.5.2 the date and time tow truck arrived on scene;

4.25.4.5.3 the location of the disabled vehicle;

4.25.4.5.4 the specific vehicle problem; and

4.25.4.5.5 the location where the vehicle was dropped off.

4.25.4.6 Vehicle Verification after Tow

Contractor shall verify within forty-eight (48) hours of a tow that the towed vehicle either has been repaired and returned to service, or is still in the shop undergoing repairs. Contractor shall notify County Project Manager or designee immediately upon discovering a vehicle cannot be located.

4.25.5 Towing Requirements, Buses

Contractor's towing subcontractors shall provide towing, repair, and emergency road services to cover all routes taken by inmate transportation buses throughout the State of California.

4.25.5.1 For buses located within County limits: Tow services must arrive within one (1) hour from the time Contractor's towing subcontractor dispatcher receives call from Department personnel.

4.25.5.2 For buses located outside County limits: Tow services must arrive within two (2) hours from the time Contractor's subcontractor dispatcher receives call from Department personnel.

4.25.6 Out-of-Service Vehicle Towing

Contractor's subcontractor shall provide towing services to the Eastern Avenue repair location for Fleet vehicles that are being removed from service, such as those identified for disposal while at an outlying location and those which are disabled or unsafe to be driven in by Department personnel.

4.25.7 Option for Mobile Service in Lieu of Tow

4.25.7.1 Mobile Fleet repair services include, but are not limited to: PM; tire repair and/or replacement; battery replacement; and other minor repairs, as determined by County Project Manager or designee.

4.25.7.2 Contractor shall provide mobile Fleet repair services (where possible) and, if necessary, transportation and/or towing for specialized equipment, off-highway equipment, and other vehicles that are not brought to a repair location, when requested by County Project Manager or designee.

4.25.8 Towing Data and Tracking

4.25.8.1 Contractor shall track vehicle breakdowns, towing information, and field service expenses in ShopFax, including, but not limited to:

- 4.25.8.1.1 the date and time the call for service was received by Contractor's towing subcontractor dispatcher;
- 4.25.8.1.2 the date and time tow truck arrived on scene;
- 4.25.8.1.3 the location of disabled vehicle;
- 4.25.8.1.4 the specific vehicle problem;
- 4.25.8.1.5 the date and time vehicle was back in service, or the time, date, and location where the vehicle was dropped off; and
- 4.25.8.1.6 the cost of the service.

4.25.8.2 Contractor shall provide all towing data as part of the Quarterly Report, as set forth sub-paragraph 7.4 (Quarterly Report) of this SOW.

4.25.9 FFS / Direct Purchase Towing Charges

4.25.9.1 Contractor shall invoice County as FFS/Direct Purchase at Contractor's actual cost with tax, plus an administrative handling fee not to exceed two percent (2%) of actual cost, as identified in Appendix C (Sample Contract), Exhibit B (Price Sheet), sub-paragraph 4.6.7, for the following tow services only:

- 4.25.9.1.1 tows due to accident or vandalism;
- 4.25.9.1.2 tows for safely operable decommissioned vehicles which shall not or cannot be driven by Department personnel;
- 4.25.9.1.3 tows for inoperable decommissioned vehicles; and
- 4.25.9.1.4 tows for all FFS/vehicles regardless of incident.

4.25.10 Fixed-Price Towing Charges

4.25.10.1 All other tow services are included under the Fixed-Price portion of the Contract. Contractor shall notify County Project Manager or designee, in writing, twenty-four (24) hours prior to any change in contact information for towing services.

4.26 Mobile Technician Services

4.26.1 Contractor shall dispatch a mobile technician with service truck, at a minimum of once per month, to perform inspections, maintenance, and repair work on vehicles located at the Mira Loma Detention Center (MLDC) located at 45100 North 60th Street West, Lancaster, California 93536. On-site time for this maintenance visit shall be for a minimum of five (5) hours, plus any needed time to acquire parts, or follow-up on said work, as needed to complete the work.

4.26.2 Contractor shall provide additional mobile technician visits and/or vehicle transport to repair locations, without requiring any other authority and/or request, in order to meet the maintenance and repair requirements standards for vehicles assigned to the Mira Loma Detention Facility and other locations as required, and/or as directed by County Project Manager or designee.

4.27 New Vehicle Receiving, Processing, and Outfitting

4.27.1 New Vehicle Processing

Contractor shall process all new vehicles, including, but not limited to: new and used vehicle dealer purchases; auction vehicle purchases; bailments; seizures; vehicle donations; Federal surplus property vehicle acquisitions; and other acquisitions or temporary loans.

4.27.1.1 Contractor shall be responsible for the pickup and delivery of all documents and paperwork, and shall perform the clerical work required for completing all California Department of Motor Vehicles (DMV) forms and documents necessary to process all Fleet vehicles with the DMV.

4.27.1.2 Contractor shall obtain, secure and process all DMV paperwork for "E plate" and "cold plate" vehicles (e.g., vehicle title, registration, and license) and forward completed documentation to the DMV within five (5)

business days of receipt of the vehicles' paperwork, unless otherwise specified by County Project Manager or designee.

4.27.1.3 Fixed-Price New Vehicle Processing Services

Under the Fixed-Price portion of the Contract, Contractor shall process up to forty (40) new vehicles per month, using procedures approved by County Project Manager or designee.

4.27.1.4 Contractor shall deliver the vehicle title, plates, registration, and all required DMV registration paperwork to County Project Manager or designee.

4.27.1.5 Fee-For-Service (FFS) New Vehicle Processing Services

4.27.1.5.1 Contractor shall invoice County for all new vehicle processing in excess of forty (40) new vehicles per month as FFS at the Mechanical Repair regular hourly labor rates specified in Appendix C (Sample Contract), Exhibit B (Price Sheet), using labor times mutually agreed upon by both Contractor and County Project Manager or designee.

4.27.1.6 Reporting

Contractor shall create an electronic report (e.g. xls) of all vehicles processed. The report shall be in a form and format approved and accepted by the County Project Manager or designee.

4.27.1.7 Contractor shall include the electronic report as part of the Monthly Report, in both hard copy and electronic (CD or other approved format) formats, as further described in sub-paragraph 7.3 (Monthly Report) of this SOW. The content and organization of the CD shall be as determined by County Project Manager or designee. The report shall include monthly and year-to-date information, including:

- 4.27.1.7.1 Number of vehicles processed;
- 4.27.1.7.2 Processing information listed by vehicle number;
- 4.27.1.7.3 DMV status, e.g. "processed" through DMV;
- 4.27.1.7.4 DMV status, e.g. "in process" at DMV; and
- 4.27.1.7.5 DMV status, e.g. "waiting to be processed" by DMV.

4.27.2 New Vehicle Outfitting, General

Contractor shall outfit all new vehicles for their intended function as directed by County Project Manager or designee. Contractor shall be equipped and prepared to transport and outfit new vehicles as set forth herein.

4.27.2.1 "Vehicle outfitting" includes vehicle cleaning and preparation for Department use.

4.27.2.2 Vehicle outfitting includes, but is not limited to, the installation of: push bars; light bars; screens; plastic rear seats; wiring looms and associated components; MDC docking station racks; radio mounting trays; skid plates; intersection clearance lights; push bar lights; map lights; black-out driving switch assemblies; fire extinguisher holders; interior equipment boxes (large and/or small); shotgun racks and lock assemblies; decals; County radio equipment (transceiver, antennas, control heads, and microphones); and other specialized equipment, as determined by County Project Manager or designee. County Project Manager or designee will provide to Contractor a Vehicle Outfitting Build Sheet identifying the specific equipment to be installed on each vehicle to be outfitted. This Vehicle Outfitting Build Sheet will follow the vehicle and be signed off by Contractor when vehicle outfitting is completed (see 4.27.3.2 below).

4.27.2.2.1 “Class A” outfitted vehicles are those Department-only vehicles which generally require more extensive installation of equipment. These vehicles may include, but are not limited to: black and white patrol vehicles; K-9 vehicles; inmate transport vans with single or double cages; command vehicles; SUVs such as Chevrolet Tahoe; Ford Explorer/Utility PI or Expedition; black and white driver training vehicles; and other type vehicles, as determined by the County Project Manager or designee.

4.27.2.2.2 “Class B” outfitted vehicles include any Fleet vehicles which generally require less extensive installation of equipment. These vehicles may include, but are not limited to: solid sedans; standard SUVs; standard cargo or passenger vans; utility trucks; motorcycles; large (twenty-five (25) to sixty (60) passenger) inmate transport buses; specialty vehicles; and other vehicles types, as determined by the County Project Manager or designee.

4.27.2.3 County Project Manager or designee reserves the sole and exclusive right to assign any new vehicle to either the Fixed-Price or FFS outfitting category, or to classify a vehicle as Class A or Class B.

4.27.2.4 Intentionally Omitted

4.27.2.5 Fixed-Price New Vehicle Outfitting (Class A)

- a. Under the Fixed-Price portion of the Contract, Contractor shall transport from the Department’s storage areas and outfit up to forty (40) Class A vehicles per calendar month.
- b. The actual number of Class A vehicles outfitted per calendar month shall be as determined by the County Project Manager or designee.
- c. Class A vehicle outfitting in excess of forty (40) Class A vehicles in any one calendar month shall be invoiced as FFS at the Mechanical

Repair overtime hourly labor rates specified in Appendix C (Sample Contract), Exhibit B (Price Sheet), using labor times mutually agreed upon by Contractor and County Project Manager or designee.

4.27.2.6 Fee-for-Service (FFS) New Vehicle Outfitting (Class B)

- a. Under the FFS billing category, Contractor shall transport from the Department's storage areas and outfit all Class B vehicles.
- b. The actual number of Class B vehicles outfitted per calendar month shall be as determined by the County Project Manager or designee.
- c. Class B vehicle outfitting for up to twenty (20) Class B vehicles in any one calendar month shall be invoiced as FFS at the Mechanical Repair regular hourly labor rates specified in Appendix C (Sample Contract), Exhibit B (Price Sheet), using labor times mutually agreed upon by Contractor and County Project Manager or designee.
- d. Class B vehicle outfitting in excess of twenty (20) Class B vehicles in any one calendar month shall be invoiced as FFS at the Mechanical Repair overtime hourly labor rates specified in Appendix C (Sample Contract), Exhibit B (Price Sheet), using labor times mutually agreed upon by Contractor and County Project Manager or designee.

4.27.2.7 Contractor shall complete and deliver up to fifteen (15) fully-outfitted Class A vehicles within any fifteen (15) calendar day period when requested by County Project Manager or designee.

4.27.2.8 Contractor shall complete and deliver up to ten (10) fully-outfitted Class B vehicles requiring less than six (6) hours of labor time within any (7) calendar day period when requested by County Project Manager or designee.

4.27.2.9 All Department-affiliated vehicle outfitting shall be invoiced to County as FFS. Such outfitting requirements are additional to the outfitting requirements stated in this sub-paragraph 4.27.2 (New Vehicle Outfitting, General).

4.27.3 Outfitting Requirements, Specific

4.27.3.1 Contractor shall perform all items listed on the Vehicle Outfitting Build Sheet checklist provided to Contractor by the County Project Manager or designee. A sample Vehicle Outfitting Build Sheet is attached as Appendix B (Statement of Work Exhibits), Exhibit 5 (Preventive Maintenance and Other Inspection Lists).

- 4.27.3.2 Additionally, Contractor shall deliver a signed and completed Outfitting Build Sheet checklist with each completed vehicle to the County Project Manager or designee.
- 4.27.3.3 The Department shall coordinate with Contractor and the Department's Radio Services Unit for the installation of Department's communication radios and other electronic equipment by Department equipment installers.
- 4.27.3.4 Contractor shall clean, refurbish, and repaint push bars, screens, cages, security bars, communication racks, radio mounting trays, skid plates, console boxes, fire extinguisher brackets, shotgun racks, shotgun locks, shotgun lock timers, and plastic rear seats (with seatbelts if required), and other equipment that is re-utilized for similar model vehicles in outfitting, as specified by County Project Manager or designee.
- 4.27.3.5 Contractor shall perform minor repairs such as straightening, welding, and other similar minor modifications as needed to the equipment listed in sub-paragraph 4.27.3.4 above.
- 4.27.3.6 Contractor shall install required equipment and accessories, including, but not limited to:
 - 4.27.3.6.1 Light bars; spotlights; map lights; siren speakers; emergency equipment wiring loom (with schematic); battery hot and ignition hot wires; grounding wires and relays; fuse blocks; power, coaxial, and data cables for communications, such as MDC docking stations, communication radios; control heads; antennas; black-out switches, secure idle; smart sirens; intersection clearance lights; and other lights/equipment, as needed, for Fleet vehicles;
 - 4.27.3.6.2 Push bars; screens; cages; security bars; communication racks; radio mounting trays; skid plates; console boxes; fire extinguisher brackets; shotgun racks and locks; shotgun lock timers; and plastic rear seats (with seatbelts if required);
 - 4.27.3.6.3 Remote control rear door opener; winches; back-up warning devices; tow hitches; trailer plugs, cables, sockets and wiring; and K-9 vehicle equipment, such as dog kennels and air conditioning climate control modules for dogs;
 - 4.27.3.6.4 Cables; isolators; integrators; solenoids; switches; and security alarms; and auxiliary batteries;
 - 4.27.3.6.5 Auxiliary equipment for driver training cars, including, but not limited to: gauges; speedometers; brakes; seat belts; roll bar padding; wiring; panic stop equipment; auxiliary brake pedal; and

- 4.27.3.6.6 Special bodies (i.e. utility, service, flatbed bodies) that are installed on new vehicles and/or chassis.
- 4.27.3.7 Contractor shall paint and apply vehicle/equipment numbers and decals, including station numbers on vehicle roof, as specified by County Project Manager or designee.
- 4.27.3.8 Contractor shall install vehicle wiring as follows:
 - 4.27.3.8.1 All wire installed and used to operate the equipment specified by the Department shall be in accordance with the Society of Automotive Engineers (SAE) electrical standards for wire sizing, allowable voltage drop, connectors, breakers, and relays.
 - 4.27.3.8.2 Contractor shall use SXL cross-linked insulation automotive wire for all automotive emergency and communication equipment, trailer, and accessory wiring on Fleet vehicles, or GXL automotive wire when SXL is not available in necessary colors, unless another specific wire type is requested and approved in writing by County Project Manager or designee.
 - 4.27.3.8.3 Contractor shall use marine-grade wiring for all marine applications.
 - 4.27.3.8.4 Contractor shall implement the same color code conventions established by the Department for similar circuits for all automotive emergency and communication equipment, trailer, and accessory wiring on all vehicles, as approved by County Project Manager or designee.
 - 4.27.3.8.5 Contractor shall provide, at minimum, two (2) copies of wiring diagrams and schematics of all accessory and emergency equipment installations for all "Class A" and "Class B" outfitted vehicles.
- 4.27.3.9 Auxiliary engines, welders, generators, and other additional mounted equipment (e.g. refrigeration unit on a truck) shall be entered as "attached equipment" in ShopFax and may be listed as either Fixed-Price (part of primary vehicle) or listed separately as FFS, as determined by County Project Manager or designee.
- 4.27.3.10 Mounted equipment, if not installed "new," shall come with documented repair histories and PM schedules separate from the primary vehicle. Contractor shall identify mounted equipment by type and equipment classification on all ShopFax Repair Orders. A listing of equipment classifications is found in Appendix B (Statement of Work Exhibits), Exhibit 4 (Preventive Maintenance Schedules, Labor Times, and Vehicle Classifications).

4.27.3.11 Non-drive-train-mounted equipment on specialty vehicles such as trucks with service bodies, trucks with lift gates, dump trucks, tow trucks, and specialty rescue vehicles are part of the main vehicle, and are not considered as “attached equipment.” Examples of non-drive-train-mounted equipment include, but are not limited to: power take-offs, hydraulic cylinders, electric motors and controllers, winch assemblies, inverters, and converters.

4.27.4 Outfitting Recordkeeping

4.27.4.1 Contractor shall open a Repair Order for every vehicle to be outfitted. The Repair Order shall, among other things, identify the outfitting as Fixed-Price or FFS as determined by County Project Manager or designee. Contractor shall record, on every Repair Order, all vehicle outfitting information, including all outfitting labor hours, as well as parts, components, and equipment (by description, part number, and VMRS code).

4.27.4.2 Contractor shall also verify all vehicle outfitting information provided by the County Project Manager or designee on the Vehicle Outfitting Build Sheet as set forth in Appendix B (Statement of Work Exhibits), Exhibit 5 (Preventive Maintenance and Other Inspection Checklists).

4.27.4.3 Contractor shall ensure that all Vehicle Outfitting Build Sheet information is entered into ShopFax within three (3) business days of vehicle completion. This task may be performed by Contractor or authorized Department personnel, at the discretion of, and using a process specified by, County Project Manager or designee.

4.27.4.4 Contractor shall maintain a copy of the Vehicle Outfitting Build Sheet on file at the Eastern Avenue repair location. Contractor shall deliver the original Vehicle Outfitting Build Sheet to the designated Department personnel within twenty-four (24) hours of vehicle completion, as directed by County Project Manager or designee and identified on the Vehicle Outfitting Build Sheet.

4.27.5 Minimum Inventory, Refurbished and/or New Outfitting Parts

4.27.5.1 Contractor shall maintain a minimum inventory of refurbished and/or new outfitting parts in stock at all times (see also sub-paragraph 3.10.8 (Outfitting Parts and Components, Inventory Program)). Contractor shall coordinate with County to set minimum and maximum stock levels for all outfitting parts and components. Contractor shall create ordering timelines to maintain inventory and advise County when inventory falls below agreed-upon stock levels.

4.27.5.2 The inventory shall be sufficient to outfit at least forty (40) ERV vehicles for the purpose of patrol at any time. Specific quantities of identified parts for other specialized vehicles shall be specified by County Project Manager or designee.

4.27.5.3 County will purchase and supply certain outfitting parts to Contractor pursuant to Paragraph 10.0 (County Responsibilities) of this SOW. Notwithstanding, County may direct Contractor to purchase some outfitting parts, in accordance with FFS/Direct Purchase, per Appendix C (Sample Contract), Exhibit B (Price Sheet), using a purchasing process approved by County Project Manager or designee.

4.27.6 County Option to Perform Outfitting

County retains the exclusive right to perform independent outfitting of Fleet vehicles at its sole discretion.

4.28 **Lock and Key Replacement**

4.28.1 Non-Electronic (Non-Micro-Chipped), Standard Keys

4.28.1.1 Contractor is responsible for cost of replacing keys that are lost or missing due to Contractor's negligence.

4.28.1.2 Contractor shall provide additional or replacement non-electronic security vehicle keys within one (1) hour of request, and up to twelve (12) keys per hour. Contractor shall invoice County for such keys as FFS/Direct Purchase at Contractor's actual cost plus tax, plus an administrative/handling fee not to exceed two percent (2%) of actual cost.

4.28.2 Electronic Security (micro-chipped) Keys

4.28.2.1 Contractor is responsible for cost of replacing keys that are lost or missing due to Contractor's negligence.

4.28.2.2 Contractor shall purchase electronic security (micro-chipped) keys from an approved outside vendor when required by County.

4.28.2.3 Contractor shall invoice County for such keys as FFS/Direct Purchase at Contractor's actual cost plus tax, plus an administrative/handling fee not to exceed two percent (2%) of actual cost.

4.28.3 Contractor shall test all keys for proper engagement in corresponding lock cylinders, and/or proper electronic functionality, prior to delivery to County.

4.29 **Fabrication**

"Fabrication" is defined as the construction and/or reinforcement of vehicle components. Contractor shall provide fabrication services as required by County. Fabrication does not include refurbishing of, or minor modifications to, existing components. Contractor shall invoice County for fabrication services as FFS at the Body Repair/Painting regular hourly labor rates, in accordance with Appendix C (Sample Contract), Exhibit B (Price Sheet).

4.29.1 Fabrication services shall be required for, but shall not be limited to: security screens; cages; console boxes; security bars; light bar mounts; switch panels; body modifications; ventilators; gun racks; fire extinguisher brackets; truck bodies;

bumpers; push bars; radio and communication mounting racks; flashlight holders; auxiliary power outlets; and electrical wiring packages.

4.29.2 All fabricated component designs must receive prior approval from County Project Manager or designee prior to production run.

4.29.3 Contractor may purchase some components from outside sources when approved by County Project Manager or designee.

4.29.4 Electrical Wiring Packages

When requested to fabricate electrical wiring packages, Contractor shall perform the necessary research and develop a complete wiring loom package capable of operating all equipment specified by Department, in accordance with SAE electrical standards for wire sizing, allowable voltage drop, connectors, breakers, and relays.

4.29.4.1 Contractor shall use SXL cross-linked insulation automotive wire for all automotive emergency and communication equipment, trailer, and accessory wiring on Fleet vehicles. Contractor may use GXL automotive wire when properly color coded SXL is not available, unless another specific wire type is requested, and approved in writing by County Project Manager or designee.

4.29.4.2 Contractor shall use marine grade wiring for all marine applications.

4.29.4.3 Contractor shall design, build, and warrant vehicle wiring packages to perform without failure for a period of ten (10) years and/or 150,000 miles consistent with industry standards.

4.29.4.4 Contractor shall, within five (5) business days of completion of vehicle outfitting, provide to County Project Manager or designee three (3) copies of wiring diagrams and schematics of each fabricated electrical wiring package for all installed accessory and emergency equipment.

4.29.4.5 Contractor shall maintain a file of all wiring diagrams and schematics on site at the Eastern Avenue repair location. Contractor shall make all such diagrams and schematics easily accessible to County and Contractor mechanical personnel. Wiring diagrams and schematics may be stored electronically with print capability and/or as hard copies. The final storage format and file organization method for all wiring diagrams shall be pre-approved by County Project Manager or designee.

4.30 Modifications

“Modification” is defined as the alteration of a vehicle, piece of equipment, or previously fabricated component. Contractor shall provide modification services as specified by County Project Manager or designee.

- 4.30.1 Contractor shall provide modification to vehicles and/or components, which shall include, but shall not be limited to: lights; wiring; locks; utility boxes; vehicle exteriors; and vehicle interiors.
- 4.30.2 Contractor shall invoice County for modification services as FFS at the Body Repair/Painting regular hourly labor rate, in accordance with Appendix C (Sample Contract), Exhibit B (Price Sheet).

4.31 **Installation, Miscellaneous**

“Installation” means the addition of equipment on or in vehicles at any time during a vehicle’s service life and, as applicable, after vehicle outfitting is completed. Contractor shall provide installation services as specified by County Project Manager or designee.

- 4.31.1 Installation services shall be required for, but shall not be limited to: push bars; lights; locks; secure idle controls; intersection clearance lights; command boxes; utility boxes; lift gates; air conditioning cut outs; hidden black-out switches; sirens; shotgun racks; screens; radio mounting trays; skid plates; alarms; window tints; special seats; Radio and MDC communication equipment; radio racks; radio/data/power cables (front to rear of vehicle); and auxiliary fuel tanks.
- 4.31.2 Contractor shall invoice County for installation work as FFS at the Body Repair/Painting regular hourly labor rate, in accordance with Appendix C (Sample Contract), Exhibit B (Price Sheet).
- 4.31.3 The County makes no guarantee that such work may be required of Contractor at any time during the term of the Contract.
- 4.31.4 County reserves the exclusive right to outsource certain installations, including, but not limited to, window tinting, alarms, and lift gates to subcontractors, when County Project Manager or designee determines subcontractor to be more efficient, or when such installation requires specialized skills.

4.32 **Vehicle Decommissioning Services**

4.32.1 **Fixed-Price Decommissioning Services**

- 4.32.1.1 Under the Fixed-Price portion of the Contract, Contractor shall decommission up to forty (40) Class A vehicles per month.
- 4.32.1.2 The actual number of Class A vehicles decommissioned per month shall be as determined by the County Project Manager or designee.
- 4.32.1.3 Monthly vehicle decommissioning in excess of forty (40) Class A vehicles in any one calendar month shall be invoiced as FFS at the Mechanical Repair regular hourly labor rates specified in Appendix C (Sample Contract), Exhibit B (Price Sheet), using labor times mutually agreed upon by Contractor and County Project Manager or designee.

4.32.2 **Fee-for-Service (FFS) Decommissioning Services**

- 4.32.2.1 Under the FFS billing category, Contractor shall decommission all Class B vehicles.
- 4.32.2.2 The actual number of Class B vehicles decommissioned per month shall be as determined by the County Project Manager or designee.
- 4.32.2.3 Monthly vehicle decommissioning for up to twenty (20) Class B vehicles in any one calendar month shall be invoiced as FFS at the Mechanical Repair regular hourly labor rates specified in Appendix C (Sample Contract), Exhibit B (Price Sheet), using labor times mutually agreed upon by Contractor and County Project Manager or designee.
- 4.32.2.4 Monthly vehicle decommissioning in excess of twenty (20) Class B vehicles in any one calendar month shall be invoiced as FFS at the Mechanical Repair overtime hourly labor rates specified in Appendix C (Sample Contract), Exhibit B (Price Sheet), using labor times mutually agreed upon by Contractor and County Project manager or designee.

4.32.3 Decommissioning Services

Contractor shall decommission vehicles earmarked for auction or sale and for dismantling for parts (cannibalization) or scrap, at the direction of County Project Manager or designee.

4.32.4 General

- 4.32.4.1 Contractor shall expedite the preparation of all vehicles identified by County for decommissioning to minimize County's storage area requirements, particularly at the Eastern Avenue repair location.
- 4.32.4.2 Contractor shall complete routine decommissioning of all vehicles, including those vehicles requiring transport to an auction facility, within thirty (30) calendar days from the date of receiving the vehicle list and vehicle location information from County, as well as document packages required to complete the auction preparation process, when applicable. Contractor shall notify County Project Manager or designee for any vehicle decommissioning anticipated to exceed the thirty (30) calendar day requirement.
- 4.32.4.3 Notwithstanding, County may elect to conduct a portion of decommissioning preparation independent of Contractor.

4.32.5 Decommissioning services include, but are not be limited to, the following:

- 4.32.5.1 Inspecting all vehicles identified for decommissioning;
- 4.32.5.2 Completing all decommission-related documents, when applicable, including, but not limited to, the Going Out-of-Service Inspection and Preparation for Auction Inspection checklists set forth in Appendix B (Statement of Work Exhibits), Exhibit 5 (Preventive Maintenance and Other Inspection Checklists), the vehicle title ("pink slip") and any other

ownership documents, and any court orders authorizing the Department to own or sell the vehicle, when applicable;

- 4.32.5.3 Rendering a vehicle evaluation for each decommissioned vehicle to determine current vehicle condition and reviewing Contractor's maintenance program therefor;
- 4.32.5.4 Removing vehicle license plates and any DMV-related paperwork or identifiers from a decommissioned vehicle; and
- 4.32.5.5 Removing all outfitted emergency equipment including, but not limited to: light bars; push bars; security screens; radio mounting trays; skid plates; spot lights; secure idle; intersection clearance lights; sirens; racks; guns racks; computers; brackets; radios; control heads; antennas; communication and computer equipment; cables; connectors; and other associated equipment and parts.
 - 4.32.5.5.1 Contractor shall remove wiring, cables, connectors, and associated equipment intact and in good condition. Connectors and associated parts shall not be cut off and/or damaged.
 - 4.32.5.5.2 Contractor shall, at the direction of County Project Manager or designee, package/box all communications equipment in appropriately sized packages/boxes. The equipment may include MDTs, MDCs, radios, wiring, and miscellaneous related components.
 - 4.32.5.5.3 Contractor shall prominently label each such package/box by individual vehicle number or other identifying information, as directed by County Project Manager or designee.
 - 4.32.5.5.4 Contractor shall deliver such package to the Department's Radio Services Unit, as directed by County Project Manager or designee.
 - 4.32.5.5.5 Contractor shall invoice County for all package/box materials requested by County as FFS/Direct Purchase at Contractor's actual cost with tax, plus an administrative handling fee not to exceed two percent (2%) of actual cost.
 - 4.32.5.5.6 Contractor shall be solely responsible for the repair or replacement of any equipment and wiring damaged during removal, as determined by County Project Manager or designee.

4.32.6 Decommissioning for Auction or Sale

- 4.32.6.1 All required emission equipment shall be installed and operable on all vehicles earmarked for sale to the public. Contractor shall conduct emissions pre-testing and document the results in ShopFax.

- 4.32.6.2 Contractor shall deliver all removed license plates and equipment to Department personnel designated by County Project Manager or designee.
- 4.32.6.3 Contractor shall ensure all auction and “for sale” vehicles comply with local, state, and federal safety laws, including emission requirements. Contractor shall complete the Preparation for Auction Inspection checklist set forth in Appendix B (Statement of Work Exhibits, Exhibit 5 (Preventive Maintenance and Other Inspection Checklists)).
- 4.32.6.4 Contractor shall remove all insignias, decals, Fleet vehicle numbers, and lettering (insignia removal), so that no distinguishable insignia or lettering shadow remains to identify the vehicle as a former Department asset.
 - 4.32.6.4.1 Contractor shall complete all insignia removal work without causing damage or blemish to paint finish, metal, and/or other material.
 - 4.32.6.4.2 Contractor shall paint all doors on black and white vehicles earmarked for auction directly to the public, a standard black gloss finish using single stage paint.
 - 4.32.6.4.3 Contractor shall paint all doors on black and white vehicles identified “for wholesale” to dealers, a flat black finish, with prior approval by County Project Manager or designee.
- 4.32.6.5 Contractor shall remove all County equipment/markings, including, but not limited to, emergency equipment, communications equipment, license plates, all County vehicle numbers and County insignias or lettering prior to auction/sale.
- 4.32.6.6 Contractor shall remove front and rear license plates, registration cards (if available), and any related paperwork from a decommissioned vehicle scheduled for auction. Contractor shall deliver the license plates, registration, and any related paperwork to Department Fleet personnel identified by County Project Manager or designee.
- 4.32.6.7 Contractor shall reinstall OEM rear seats and seatbelts, as directed by County Project Manager or designee.
- 4.32.6.8 Contractor shall perform cost-effective minor repairs to increase resale value, including, but not limited to, filling holes left by the removal of emergency/communications equipment and minor touch-up painting as directed by County Project Manager or designee.
- 4.32.6.9 Contractor shall perform more substantial repairs and enhancements to decommissioned vehicles, including, but not limited to, installation of rear door handle actuating rod assemblies, as determined and requested by County Project Manager or designee.

- 4.32.6.9.1 These repairs and enhancements shall be invoiced as FFS at the Mechanical Repair regular hourly labor rates specified in Appendix C (Sample Contract), Exhibit B (Price Sheet), at labor hours mutually agreed upon by Contractor and County Project Manager or designee, but in no event shall such labor hours exceed CCC One Estimating or other County-approved estimating guide, as approved by County Project Manager or designee.
- 4.32.6.10 Contractor shall transport to and from, and/or make decommissioned vehicles available to, subcontractor for special auction preparation services when requested by County Project Manager or designee. Such services shall include, but shall not be limited to, painting and upholstery work.
- 4.32.6.10.1 Notwithstanding, Contractor's estimate for such work shall require prior approval of County Project Manager or designee prior to commencement of any such work. Contractor shall invoice County for outside vendor decommissioning preparation services as FFS/Direct Purchase at Contractor's actual cost plus tax, plus an administrative handling fee not to exceed two percent (2%) of actual cost.
- 4.32.6.11 Contractor shall complete routine decommissioning preparation of all vehicles requiring transport to an auction facility within thirty (30) calendar days from the date of receiving the vehicle list and location of the vehicles from County, as well as document packages required to complete the auction preparation process, when applicable.
- 4.32.6.12 Certain vehicles identified by County Project Manager or designee from time to time may require expedited decommissioning for auction. Such vehicles shall be completed within five (5) business days from the date the vehicle is identified by County and document package is provided to Contractor by County Project Manager or designee.
- 4.32.6.13 Contractor shall coordinate with auction services provider for vehicle transport services to and from the auction site.
- 4.32.7 Auction Document Processing
- 4.32.7.1 Contractor shall verify and document that the auction transporter picks up the correct vehicles. Such documentation shall be in a form and format acceptable to County Project Manager or designee.
- 4.32.7.2 Upon Contractor's completion of the Ready for Sale/Auction Form set forth in Appendix B (Statement of Work Exhibits), Exhibit 5 (Preventive Maintenance and Other Inspection Lists), Contractor shall, as directed by County Project Manager or designee, coordinate with County auction vendor for pickup/delivery of decommissioned auction vehicles.

4.32.7.3 Contractor shall document all pickup, delivery, and sales of vehicles by auction vendor. Such documentation shall be in a form and format acceptable to County Project Manager or designee.

4.32.8 Decommissioning for Cannibalization/Dismantling

4.32.8.1 Contractor shall remove front and rear license plates, registration cards (if available), any related paperwork from a decommissioned vehicle scheduled for cannibalization, or for sale as scrap metal. Contractor shall deliver the license plates, registration, and any related paperwork to Department Fleet personnel identified by County Project Manager or designee.

4.32.8.2 Contractor shall remove the physical vehicle identification number (VIN) tag from decommissioned cannibalized vehicles, or vehicles designated to be sold as scrap metal. Contractor shall deliver the VIN tag to Department Fleet personnel identified by County Project Manager or designee.

4.32.8.3 Contractor shall remove usable mechanical and body parts designated for cannibalization from decommissioned vehicles and turn those parts over to the Department for storage at the direction of County Project Manager or designee. Contractor shall invoice County for the removal of usable mechanical and body parts from decommissioned vehicles as FFS at the Body Repair/Painting regular hourly labor rate, in accordance with Appendix C (Sample Contract), Exhibit B (Price Sheet).

4.32.8.3.1 All FFS work time estimates must have prior approval by County Project Manager or designee prior to drafting.

4.32.8.3.2 All FFS work must have prior approval by County Project Manager or designee prior to commencement thereof.

4.32.8.3.3 Contractor may charge up to, but not more than, ten (10) hours labor for a complete vehicle dismantling, which shall include frame cut up and disposal into on-site County scrap metal bin.

4.32.8.3.4 Contractor shall complete all such work, Monday through Friday, during business hours, unless otherwise approved by County Project Manager or designee.

4.32.8.4 Contractor shall arrange for the remaining vehicle shell to be delivered to a scrap metal recycling vendor, as directed by County Project Manager or designee. Contractor shall execute a warrant payable to County for the full reimbursement amount collected from local scrap metal vendors within ten (10) business days of any vehicle disposal.

4.32.8.5 Contractor shall complete routine decommissioning of all vehicles requiring transport to a scrap metal recycling vendor within thirty (30) calendar days from the date of receiving the vehicle list and location of

the vehicles from County. Document packages required to complete the salvage process shall be delivered to the County Project Manager or designee prior to the thirty (30) calendar day date. Contractor shall notify County Project Manager or designee of any vehicle decommissioning that is anticipated to exceed the thirty (30) calendar-day requirement.

4.32.8.6 County, in its sole discretion, may elect to have County personnel cannibalize parts from decommissioned vehicles.

4.33 **Vehicle Decommissioning Records and Reports**

4.33.1 Contractor shall maintain decommissioning data in a Department-approved computer program (such as Excel). The data shall include, but shall not be limited to, all vehicles sent to auction all auction transactions including all sales details, and all decommissioned vehicles cannibalized for parts, as specified by County Project Manager or designee.

4.33.2 Contractor shall deliver a decommissioned vehicle data report to County Project Manager or designee as part of the Monthly Report, as specified in sub-paragraph 7.3 (Monthly Report) of this SOW, in both hard copy and on compact disc or other approved electronic format. The report shall present cumulative data from the Work Start Date.

4.34 **Accident Repairs**

4.34.1 Contractor shall process all Fleet accident repairs, including, but not limited to, transporting of vehicle(s) to and from repair sites, appraising value of damaged vehicle, providing two types of repair estimates with digital pictures of damage, and repairing vehicle to OEM/industry standards while ensuring timeliness and quality of repairs.

4.34.2 Full-Color Digital Images

Contractor shall, immediately upon receipt of any vehicle involved in an accident (regardless of severity), take full color digital pictures capturing, at minimum, all four (4) corners of the vehicle, displaying the license plates, the Department assigned vehicle number, undercarriage, odometer, spare tire, and the actual damages relating to the accident.

4.34.3 Accident Damage, Initial Estimate

4.34.3.1 Contractor shall prepare an estimate for each vehicle involved in an accident. Contractor's estimate shall be a "net-cost-to-repair." The estimate shall include full color digital photographs of the subject vehicle in accordance with sub-paragraph 4.34.1 (Full-Color Digital Images) above.

4.34.3.2 Contractor's estimate shall consider the availability of cannibalized parts currently in inventory that may be used for the repair.

4.34.3.3 Vehicles with GVWR less than 22,000 lbs.

Contractor shall deliver the estimate to County Project Manager or designee within two (2) business days after receipt of any vehicle having a GVWR less than 22,000 lbs.

4.34.3.4 Vehicles with GVWR 22,000lbs. or More

Contractor shall deliver the estimate to County Project Manager or designee within five (5) business days after receipt of any vehicle having a GVWR of 22,000 lbs. or more.

4.34.3.5 Contractor shall document the condition of both vehicle license plates on or within the vehicle, and verify that the license plate numbers are correct for the vehicle.

4.34.3.6 Contractor shall include all labor costs to remove cannibalized parts from decommissioned vehicles, when applicable, on the repair estimate and Repair Order, in accordance with FFS, per Appendix C (Sample Contract), Exhibit B (Price Sheet).

4.34.4 Accident Damage, Second Estimate

Contractor shall prepare an industry-standard "second estimate," containing the fully-burdened market costs for repairs (with full color digital pictures in accordance with sub-paragraph 4.34.1 (Full-Color Digital Images) above), and submit such to the County Project Manager or designee upon completion of accident repairs. The second estimate may be used by the Department subrogation unit to effect collection of the fully burdened market costs to repair the vehicle.

4.34.5 Summarized Report - Listing of Accident Repair Costs, As-Needed

4.34.5.1 Contractor shall provide a summarized report listing accident repair costs by vehicle, and by accident, when requested by County Project Manager or designee.

4.34.5.2 The form and format for this report shall be at the discretion of County Project Manager or designee.

4.34.6 Accident Repair Estimating Standards

Accident repair estimating standards are discussed in sub-paragraph 4.9.2 (Labor Time Estimates, Accident, Body, and Paint Repairs) of this SOW.

4.34.7 Accident Replace-Versus-Repair Recommendations

Contractor shall provide to County replace-versus-repair (RVR) recommendations for accident repairs as outlined in sub-paragraph 4.19 (Replace-Versus-Repair Recommendations) of this SOW, when requested by the County Project Manager or designee. The RVR shall accompany the initial

estimate in accordance with the timelines described in sub-paragraph 4.34.2 (Accident Damage, Initial Estimate) above.

4.34.8 Accident Repair, Subcontractor Agreements

In accordance with Appendix C (Sample Contract), sub-paragraph 8.40 (Subcontracting), Contractor shall establish agreements with subcontractors for vehicle accident repair work as needed for overflow work to keep up with established turn around repair times, as listed in sub-paragraph 4.34.8 (Accident Repair Time Requirements).

4.34.8.1 Contractor shall not use subcontractor for accident repair, unless pre-approved in writing by County Project Manager or designee.

4.34.8.2 Upon approval to use subcontractor for accident repair, Contractor shall deliver parts, Department-inventoried when available, to subcontractor, as provided by Department, at no additional cost to County.

4.34.8.3 All repair estimates, billing, and other requirements detailed in this sub-paragraph 4.34 (Accident Repairs) also apply to vehicles repaired by subcontractor.

4.34.8.4 Contractor shall be responsible for the timely processing and payment of all invoices to subcontractor.

4.34.9 Accident Repair Time Requirements

Contractor shall meet all accident repair time requirements listed in this sub-paragraph 4.34.8 (Accident Repair Time Requirements), unless specifically authorized an extension of time, in writing, by County Project Manager or designee. Repair times are defined for the following repair categories: 1) quick-fix accident repair; 2) minor accident repair; 3) major accident repair; and 4) complete single or multiple-stage repaint with minor body damage.

4.34.9.1 Quick-Fix Accident Repair

Quick-fix accident repair shall mean a body/paint repair that is estimated to take seven (7) hours or less, according to CCC One Estimating or other County-approved estimating guide for labor time allowances, or accepted industry standards for vehicles not listed in either guide, as approved by County Project Manager or designee.

4.34.9.2 Contractor shall complete all quick-fix accident repairs within three (3) business days of written approval by County Project Manager or designee.

4.34.9.3 Quick-fix accident repairs may include, but are not limited to:

- 4.34.9.3.1 "bottom outs" that require the removal and/or subsequent replacement of the radiator or air conditioning condenser, if required;
- 4.34.9.3.2 recharging air conditioning system and straightening bent radiator supports;
- 4.34.9.3.3 replacing and painting a new or cannibalized part, such as a door, fender, hood, or bumper assembly;
- 4.34.9.3.4 repairing minor body damage;
- 4.34.9.3.5 replacing door hinges, door glass, door channel runs, push bars, front or rear bumper assemblies, header panels; and
- 4.34.9.3.6 minor welding of the vehicle frame or body that does not require frame straightening.

4.34.9.4 Minor Accident Repair

Minor accident repair shall mean a body/paint repair that is estimated to take more than seven (7) hours, but less than sixteen (16) hours, according to CCC One Estimating or other County-approved estimating guide for labor time allowances, or accepted industry standards for vehicles not listed in either guide, as approved by County Project Manager or designee.

4.34.9.5 Contractor shall complete all minor accident repairs within nine (9) business days of written approval of County Project Manager or designee.

4.34.9.6 Minor accident repairs may include, but are not limited to:

- 4.34.9.6.1 "bottom outs" that include removing radiator/air conditioning condenser (replacing if required);
- 4.34.9.6.2 recharging air conditioning system and straightening bent radiator supports;
- 4.34.9.6.3 replacing and painting a new or cannibalized part; such as a door, fender, hood, or bumper assembly,
- 4.34.9.6.4 repairing minor body damage;
- 4.34.9.6.5 replacing door hinges, door glass, door channel runs, push bars, front/ or rear bumper assemblies, header panels; and
- 4.34.9.6.6 minor welding of the vehicle frame or body that does not require frame straightening.

4.34.9.7 Major Accident Repair

Major accident repair shall mean a body/paint repair that is estimated to take more than sixteen (16) hours, according to CCC One Estimating or other County-approved estimating guide for labor time allowances, or accepted industry standards for vehicles not listed in either guide, as approved by County Project Manager or designee.

4.34.9.8 Contractor shall complete all major accident repairs within twenty-one (21) business days of written approval of County Project Manager or designee.

4.34.9.9 Complete Repaint (Single or Multiple-Stage) with Minor Body Damage

A complete repaint with minor body damage shall mean a body/paint repair that is estimated to take not more than fifty (50) hours to complete, according to CCC One Estimating or other County-approved estimating guide for labor time allowances, or accepted industry standards for vehicles not listed in either guide, as approved by County Project Manager or designee.

4.34.9.9.1 Contractor shall complete all repaints (single or multiple-stage) with minor body damage within fifteen (15) business days of written approval of County Project Manager or designee.

4.34.9.9.2 Complete repaint (single or multiple-stage) with minor body damage includes, but is not limited to: standard paint preparation; cleaning; priming; sanding; block sanding; sealing; feathering and priming of small paint chips; as well as all preparation necessary to repair paint that is peeling, checking, cracking, chipped, scratched, and/or oxidized.

4.34.9.10 Final Quality Inspection, Additional Mechanical Work

Contractor shall thoroughly inspect all vehicles upon completion of accident repairs.

4.34.9.10.1 Following the completion of all accident repairs, Contractor shall wash all vehicles completed in the body shop using the guidelines in sub-paragraph 4.18 (Car Wash and Detailing Services). Contractor shall complete any additional mechanical work (repairs and/or servicing) before the vehicle is returned to service.

4.34.9.10.2 Additional mechanical work (repairs and/or servicing) includes, but is not limited to: any PM either due or overdue; any local, state, or federally-mandated safety

or emission inspection; any mechanical/electrical system or interior/exterior component in need of repair or replacement; and/or any other inspection, recall, or campaign.

4.34.9.10.3 Contractor shall open a new Repair Order for any vehicle found to need additional mechanical work after accident repairs have been completed.

4.34.9.10.4 Additional mechanical work shall be completed according to the repair time requirements set forth in sub-paragraph 4.9.5 (General Repair Time Requirements) and sub-paragraph 4.9.6 (Specific Repair Time Requirements) of this SOW, with the appropriate out-of-service rate requirement identified (see sub-paragraph 4.12 (Out-of-Service Rate)) when the Repair Order is opened.

4.34.9.10.5 Out-of-Service, Time End: Out-of-service time calculations (sub-paragraph 4.34.8) shall end upon notification to County Project Manager or designee that the vehicle has been repaired and Contractor's successful completion of all safety and quality control inspections and closure of the Repair Order.

4.34.9.10.6 Contractor shall, upon completion of all repairs, deliver the vehicle to County Project Manager or designee along with copies of the checklists applicable to the Repair Order, and all invoices, before the vehicle repairs may be considered completed.

4.34.10 Out-of-Service Time, Tracking

"Out-of-service" vehicle is defined in sub-paragraph 4.12 (Out-of-Service Rate) of this SOW.

4.34.10.1 Tracking Repair Order, Defined

A Tracking Repair Order is a Repair Order used to track vehicle movement from one repair section to another repair section and the total out-of-service time of the vehicle. Contractor shall open a Tracking Repair Order to accompany the initial Accident Repair Order required pursuant to sub-paragraph 4.34.11 (Accident Repair Order and Vehicle Accident Report Requirement) below, to track the total out-of-service time of the vehicle, regardless of accident and/or mechanical repairs. The Tracking Repair Order shall not be closed until all work is completed.

4.34.11 Multiple Operational Section Repairs

Vehicles often require repair work from more than one repair section of Contractor's repair operation (e.g., paint shop, body shop, and mechanical repair).

4.34.11.1 Contractor shall move such vehicles from one repair section to another repair section as necessary.

4.34.11.2 The repair sequence for such vehicles begins on the original out-of-service date. The vehicle is not considered a "new arrival" at each subsequent repair section.

4.34.12 Accident Repair Order and Vehicle Accident Report Requirement

4.34.12.1 Contractor shall open an Accident Repair Order in ShopFax upon receipt of the vehicle, provide an initial estimate, and begin work, upon approval of initial estimate by County Project Manager or designee.

4.34.12.2 Contractor shall record the Department File Number for the vehicle accident on the Accident Repair Order prior to closing the Accident Repair Order, regardless of whether or not Contractor is in receipt of a Vehicle Accident Report. Specific procedures for the requirement to obtain the Department File Number and the completed Vehicle Accident Report will be established by County Project Manager or designee, on the Work Start Date.

4.34.12.3 Contractor's request for an exemption to the requirements of this subparagraph 4.34.12 (Accident Repair Order and Vehicle Accident Report Requirement) shall be authorized in writing by County Project Manager or designee.

4.34.12.4 Contractor shall begin calculation of out-of-service time for vehicles involved in an accident at the time a vehicle is delivered to Contractor to provide an initial estimate in accordance with sub-paragraph 4.34.2 (Accident Damage, Initial Estimate) of this SOW. Contractor shall document vehicle out-of-service time on the Accident Repair Order, which shall include:

4.34.12.4.1 Contractor's RVR recommendation in accordance with sub-paragraph 4.19 (Replace-Versus-Repair Recommendations) and sub-paragraph 4.34.6 (Accident Replace-Versus-Repair Recommendations) of this SOW;

4.34.12.4.2 the amount of time necessary to receive the decision to repair or replace from County Project Manager or designee, if applicable;

4.34.12.4.3 the number of labor hours required to complete all repairs; and

4.34.12.4.4 the estimated date of completion and return-to-service date.

4.34.12.5 Contractor shall document vehicle out-of-service time on the Monthly Report as specified in sub-paragraph 7.3 (Monthly Report) of this SOW. The Monthly Report shall include the estimated date of completion and return-to-service date for all vehicles out-of-service due to accident.

4.34.13 Accident Repair Records

4.34.13.1 Contractor shall maintain copies of all accident repair records and estimates for a period of five (5) years after the Contract expiration or termination date.

4.34.13.2 Contractor shall make all accident repair records available to County Project Manager or designee within twenty-four (24) hours of any request to do so.

4.34.13.3 Contractor shall make all accident repair records available to County Project Manager or designee, as needed, for use by the Department subrogation unit to ensure repair cost recovery from outside parties whenever possible.

4.34.14 County Option to Obtain Outside Repair Estimates or Perform Repairs

4.34.14.1 County Project Manager or designee retains sole discretion to obtain estimates from subcontractor if County Project Manager or designee determines Contractor's estimate, or the proposed out-of-service time for the vehicle, is irregular or excessive.

4.34.14.2 County reserves the sole and exclusive right to outsource accident repair work to a local vendor.

4.34.14.3 County reserves the sole and exclusive right to perform its own accident repair work.

5.0 FLEET MANAGEMENT INFORMATION SYSTEMS AND SERVICES

5.1 Background, General

5.1.1 Unless stated to the contrary herein, Contractor shall provide all work described in this Paragraph 5.0 (Fleet Management Information Systems and Services) under the Fixed-Price portion of the Contract.

5.1.2 The Department utilizes several information systems, including software and hardware, in support of fleet management operations. The information systems owned and/or licensed by the Department include, but are not limited to:

- a. ShopFax, Release 10.1 (asset management software licensed from World Information Systems, Inc. (WIS));
 - b. Fleet Asset Status Tracking (FAST) program (a custom, Department-designed Microsoft Access database application);
 - c. Rocket UniVerse (database management operating environment licensed from Rocket Software, and used exclusively by the ShopFax application);
 - d. IBM UniVerse ODBM Drivers (open database connectivity drivers);
 - e. Esker SmarTerm software;
 - f. IBM Cognos Report Writer;
 - g. SAP Crystal Report Writer; and
 - h. Fuel Focus (an electronic fuel management and monitoring system licensed from Asset Works).
- 5.1.3 Throughout the term of the Contract, Contractor shall make full and proper use of the features and functionality of all Department information systems in support of Contractor's management and maintenance services required hereunder, as approved and/or directed by County Project Manager or designee.
- 5.1.4 At any time during the term of the Contract, the Department may elect to implement a new information system, including, but not limited to, a new asset management system. Contractor shall be required to make full and proper use of the features and functionality of, and assist in the implementation of, any new information system obtained by County during the term of the Contract in support of Contractor's management and maintenance services required hereunder.

5.2 **ShopFax Background**

- 5.2.1 ShopFax is an automated asset management system licensed by the Department, which provides Fleet management and maintenance information for the Fleet. Both fleet contractor and Department staff use ShopFax. Among other things, ShopFax is used to generate Repair Orders, monitor PM schedules, track vehicle repair progress, track vehicle and parts inventories, document estimates and actual costs for repairs, and provide invoicing data for all Fixed-Price and FFS work rendered to the Department.
- 5.2.2 "ShopFax" or the "System" means the ShopFax software and all hardware, inclusive of all access points, utilized in the operation of the ShopFax software.
- 5.2.3 The ShopFax software resides on a primary computer-server at the Eastern Avenue repair location and is backed up by a disaster recovery server at the Department's Pitchess Detention Center. ShopFax is network-distributed to numerous standalone desktop computer workstation access points, which include printers and scanners, located throughout the County.
- 5.2.4 There are currently seventy-nine (79) ShopFax and IBM UniVerse-associated user licenses, seventy-nine (79) disaster recovery ShopFax and IBM Universe associated user licenses, and seventy-nine (79) access points. An "access point" is analogous to a standalone, networked workstation.

- 5.2.5 The Department utilizes fifteen (15) access points, and sixty-four (64) access points are utilized by fleet contractor. All access points are currently equipped with existing County-owned standalone desktop computers and peripherals.
- 5.2.6 All repair locations listed in Appendix B (Statement of Work Exhibits), Exhibit 2 (Department Repair Locations), with the exception of Catalina Island, are connected to the System and have one (1) or more terminals, monitors, and printers.
- 5.2.7 Contractor shall make full and proper use of the features and functionality of ShopFax in support of the management and maintenance services required hereunder. Contractor shall manage and maintain all aspects of ShopFax, including all software, software licensing, access point hardware and peripherals, and resident data.
- 5.2.8 Contractor Project Director shall coordinate with, and provide information to, County Project Manager or designee on all aspects of ShopFax, including data entry, reports, and procedures relating to Fleet management and maintenance issues.

5.3 **Technology Administration and Maintenance**

- 5.3.1 Contractor shall purchase, on behalf of the Department, continued licensing and on-going System support, which shall include all software updates, for the current level of seventy-nine (79) ShopFax and UniVerse user licenses from World Information Systems (WIS). Contractor shall install all updates to ShopFax within thirty (30) calendar days of release by WIS.
- 5.3.2 Contractor shall purchase continued licensing and on-going support for WIS Esker-SmarTerm software, Microsoft Windows, and Microsoft Office in support of all ShopFax workstations for the current level of seventy-nine (79) user licenses.
- 5.3.3 Contractor shall acquire all necessary support agreements, internet subscriptions/licenses, software licenses and updates, as well as updates for all County-owned diagnostic equipment (see sub-paragraph 10.2.8 (ShopFax and Electronic Testing/Diagnostic Equipment)), e.g. vehicle update modules (either annual or as available) pursuant to sub-paragraph 3.12 (Other Contractor-Provided Material, Equipment, and Services (Fixed-Price)) of this SOW. Contractor shall install all equipment updates within thirty (30) calendar days of their availability.
- 5.3.4 All licenses purchased by Contractor on behalf of the Department shall be registered to "County of Los Angeles, Sheriff," including, but not limited to, ShopFax and UniVerse licenses throughout the term of the Contract and thereafter.
- 5.3.5 Contractor shall provide in-house System administration and local support for ShopFax, UniVerse, and all associated software/hardware.
 - 5.3.5.1 Contractor shall maintain and operate the System-related UniVerse ODBC drivers.

5.3.6 ShopFax Expansion and Upgrades

- 5.3.6.1 Contractor shall expand ShopFax by adding additional access points, inclusive of hardware, additional ShopFax and UniVerse user licenses, and any other related licenses and support, in excess of the seventy-nine (79) access points available as of the Work Start Date, as required by County Project Manager or designee.
- 5.3.6.2 Contractor shall upgrade ShopFax, thereby providing additional functionality, as required by County Project Manager or designee.
- 5.3.6.3 Contractor shall invoice County for all costs to expand and/or upgrade ShopFax as contemplated in this sub-paragraph 5.3.6 (ShopFax Expansion and Upgrades) as FFS/Direct Purchase as outlined in sub-paragraph 4.6.7.24 of Appendix C (Sample Contract), Exhibit B (Price Sheet).

5.3.7 ShopFax Maintenance

- 5.3.7.1 ShopFax shall not be taken off-line for maintenance during business hours, unless the maintenance work is of an emergent and/or critical nature, as determined and approved by County Project Manager or designee. Contractor shall notify County Project Manager or designee via phone or email within one (1) hour of such emergency. See also sub-paragraph 5.3.9 (ShopFax Downtime) of this SOW.
- 5.3.7.2 Exception: ShopFax downtime resulting from telephone company line/relay failures and/or other circumstances beyond the control of Contractor (force majeure) shall not count against Contractor downtime.
- 5.3.7.3 Contractor shall ensure all System access points are supplied with paper and ink cartridges appropriate to the individual printers at each ShopFax workstation.
- 5.3.7.4 Contractor shall maintain a minimum supply of at least one (1) operational spare peripheral and/or peripheral component part for each ShopFax workstation in order to minimize ShopFax downtime. Such peripherals shall be stored at the Eastern Avenue repair location, or otherwise at the direction of County Project Manager or designee. The peripherals and components include, but are not limited to: scanners, keyboards, wired and wireless mice, computer terminals preloaded with Esker SmarTerm™ software, monitors, cables, routers, modems, software, and appropriately sized printers to fit all shop locations and access points.
- 5.3.7.5 Contractor shall provide and maintain an assortment of tools to facilitate the maintenance of each ShopFax workstation, as well as each peripheral and/or peripheral component part for each ShopFax workstation, in order to minimize ShopFax downtime.

- 5.3.7.6 All Contractor costs to maintain and repair existing access points, peripherals, and peripheral components, as listed in this Paragraph 5.0 (Fleet Management Information Systems and Services) are included in the Fixed-Price portion of the Contract.
 - 5.3.7.7 All costs to maintain and repair new access points in excess of the original seventy-nine (79) access points available on the Work Start Date, including peripherals and peripheral components, as listed in this Paragraph 5.0 (Fleet Management Information Systems and Services) shall be invoiced to County as FFS/Direct Purchase as outlined in sub-paragraph 4.6.7.24 of Appendix C (Sample Contract), Exhibit B (Price Sheet).
 - 5.3.7.8 Contractor shall repair any inoperative access point hardware or components within five (5) business days of notice to the Contractor by County Project Manager or designee, and provide temporary replacements within two (2) business days of notice to Contractor, when requested by County Project Manager or designee.
- 5.3.8 ShopFax Report Modifications/Additions
- 5.3.8.1 Contractor shall modify and/or create, or procure services from WIS to modify and/or create, ShopFax reports, when requested by County Project Manager or designee.
 - 5.3.8.2 As needed, Contractor shall purchase ShopFax report modifications requiring additional support and labor from WIS as FFS/Direct Purchase, in accordance with Appendix C (Sample Contract), Exhibit B (Price Sheet) sub-paragraph 4.6.7.22. Contractor shall obtain prior written approval from County Supervising Contract Program Monitor or designee prior to initiating any request for such report modification services.
- 5.3.9 ShopFax Downtime
- 5.3.9.1 Contractor shall operate, maintain, repair, and provide support and supplies for the System with less than twenty (20) business hours of System downtime per year, and less than twenty (20) business hours of System access-point downtime per year.
 - 5.3.9.2 System downtime and/or System access point downtime in excess of twenty (20) business hours per year shall result in Contractor invoice "credits" to County in the amounts, and in the manner set forth in Appendix B (Statement of Work Exhibits), Exhibit 8 (Performance Requirements Summary (PRS) Chart).

5.4 **ShopFax Procedures**

5.4.1 **Repair Order Processing**

The ShopFax Repair Order (Repair Order) functions as a complete, stand-alone document that clearly and accurately reflects the work requested, work authorizations issued, parts issued, and work performed.

The status of Fleet vehicles is based upon open and closed Repair Orders with current and accurate ShopFax “repair reasons.”

- 5.4.1.1 Unless otherwise specified herein, Contractor shall open a Repair Order in ShopFax immediately when a vehicle is brought in for service. All Repair Orders shall be closed within one (1) hour of repair completion.
- 5.4.1.2 Contractor shall enter part numbers and other required data into the System.
- 5.4.1.3 Contractor shall enter labor times using a barcode scanner to facilitate the capture of real-time information.
- 5.4.1.4 In the event of a barcode scanner failure, Contractor shall manually enter labor-time data into ShopFax, but only on a temporary basis.
- 5.4.1.5 Contractor shall quality control all Repair Order data input into the System, including, but not limited to, accurate repair reasons, all issued work authorizations, parts issued, and work performed. Contractor shall ensure all written instructions or comments are input, using correct English grammar and spelling.
- 5.4.1.6 At the Eastern Avenue repair location, Contractor shall notify intake personnel that a completed vehicle is ready for pick-up and provide intake personnel with the location of the vehicle, and copies of 1) the completed Repair Order, 2) original Driver’s Vehicle Condition Report, and 3) signed PM and Inspection Checklists. Such notification shall be made immediately upon completion of the completed repair and quality inspection.
- 5.4.1.7 At repair locations other than the Eastern Avenue repair location, Contractor shall notify the vehicle’s driver or other responsible party as instructed by County Project Manager or designee when a completed vehicle is ready for pick-up and provide the responsible party with copies of 1) the completed Repair Order, 2) original Driver’s Vehicle Condition Report, and 3) signed PM and Inspection Checklists. Such notification shall be made within one (1) hour of completion of the completed repair and quality inspection.
- 5.4.1.8 Contractor shall make notifications that a completed vehicle is ready for pickup either verbally, by telephone, via email, or other method approved by County Project Manager or designee.

5.4.2 Repair Order Data Entry Detail

5.4.2.1 All Repair Orders shall contain: 1) Complaint, 2) Cause, and 3) Correction in the Comments field of the Repair Order. Contractor shall use all required data-entry fields, unless otherwise directed by County Project Manager or designee, including, but not limited to:

- a. Instruction field: Enter the work requested, as well as any vehicle operator complaints. Vehicle operator complaints shall be described as coming from the driver or other responsible party. The description shall document how the complaint was received, e.g. verbally or from the Driver's Vehicle Condition Report.
- b. Driver Name field: Enter the full first and full last name of the driver or responsible party requesting the work into the "Driver Name" field.
- c. Driver PH# field: Enter the callback number, with area code, of driver or responsible party requesting the work.

5.4.2.2 Contractor shall document work approval in the "Comments" section of each FFS Repair Order. Documentation shall include:

- a. Date and time of approval;
- b. Name and title of Department Fleet Management personnel providing such approval;
- c. Approval number, if given;
- d. Number of approved labor hours; and
- e. Total approved cost.

5.4.2.3 In addition, Repair Orders for deferred work shall (when applicable) include, but not be limited to:

- a. FFS approvals (when applicable);
- b. Name and phone number of the person who directed specific work to be deferred, when applicable;
- c. Explanation why certain repairs were not completed, if applicable; and
- d. Date vehicle is scheduled to return for deferred work repairs, if applicable.

Deferred work is defined in sub-paragraph 4.15 (Deferred Work) of this SOW.

5.4.3 Repair Order, Exception

5.4.3.1 Contractor is not required to open a Repair Order for a vehicle that is awaiting PM Service when:

- a. the vehicle is fully operational (no other repairs needed); and
- b. the vehicle is located at its home UOA (patrol stations only) repair location; and

- c. the vehicle is normally garaged at its home UOA (patrol stations only) repair location.

Contractor shall open Repair Order at the time the PM service work begins.

- 5.4.3.2 This exception may be changed on a case-by-case basis with the authorization of County Project Manager or designee.

5.4.4 Deferred Work Review

- 5.4.4.1 Contractor shall perform a review of deferred work in ShopFax on the first and third Mondays of each month.
- 5.4.4.2 Contractor shall contact vehicle driver or other responsible party verbally, by telephone, via email, or other method approved by County Project Manager or designee to re-schedule deferred work that is overdue, unless otherwise directed by County Project Manager or designee.
- 5.4.4.3 Contractor shall advise County Supervising Contract Program Monitor or designee when the driver or responsible party fails to bring in vehicles for deferred work as scheduled.
- 5.4.4.4 Contractor shall clear all completed deferred work from ShopFax.

5.4.5 New Vehicle Acquisition

The Department anticipates most new vehicle acquisition data will be input into ShopFax by trained Department staff. New vehicle acquisition is defined in subparagraph 4.27 (New Vehicle Receiving, Processing, and Outfitting) of this SOW.

Contractor may be required to input new vehicle acquisitions into ShopFax when directed by County Project Manager or designee. Such new vehicle acquisitions may include new purchases, auction purchases, donations, and bailments.

- 5.4.5.1 Data entry shall include all detailed vehicle specifications available at time of entry, as well as the "Domicile Assignment" and "Customer Number" fields as specified by County Project Manager or designee.

5.4.6 ShopFax - Scanned Error Review

- 5.4.6.1 Contractor shall perform a ShopFax scanned error review daily.
- 5.4.6.2 Contractor shall make necessary corrections immediately, in accordance with processes established by WIS and approved by County Project Manager or designee.
- 5.4.6.3 Contractor shall not delete scanned errors from the System without prior written authorization from County Project Manager or designee.

5.4.7 Initial Fleet Reconfiguration and Reassignment

- 5.4.7.1 Contractor shall review the entire Fleet, in accordance with sub-paragraph 3.2.3 (Initial fleet Reconfiguration and Reassignment), and make an initial Fleet reconfiguration and reassignment (Fleet-size adjustment) in ShopFax, from the base Fixed-Price and FFS Fleet sizes published in County’s Request for Proposals (RFP) 475-SH with approval by the County Project Manager or designee. An accurate accounting of the initial Fleet size is critical to Contractor’s billing and ensures prompt payment by County.
 - 5.4.7.1.1 Contractor shall review the adjusted Fixed-Price vehicles and report to County Project Manager or designee all Fixed-Price vehicles that require remedial work including:
 - 5.4.7.1.1.1 Overdue regular maintenance or Preventive Maintenance;
 - 5.4.7.1.1.2 Open Repair Orders;
 - 5.4.7.1.1.3 Deferred work.
 - 5.4.7.1.2 The remedial work reported under sub-paragraph 5.4.7.1.1 above will be paid as FFS as approved by County Project Manager or designee.
 - 5.4.7.1.3 The remedial work approved under sub-paragraph 5.4.7.1.2 will not be cause to move the Fixed-Price vehicle to the FFS category.
- 5.4.7.2 The review shall account for additions and deletions to the Fleet from the date of publication of the RFP, as well as changes to vehicle “Customer Numbers” and UOAs.
- 5.4.7.3 Contractor shall update ShopFax with the adjusted base Fleet-size data and properly assign vehicles to the Fixed-Price vehicle groups listed in Appendix C (Sample Contract), Exhibit B (Price Sheet), and provided here as follows:
 - a. Group 1: Non-ERV sedans, SUVs, trucks, vans, and other vehicles/equipment with a GVWR of 10,000 lbs. or less, and all on-road trailers;
 - b. Group 2: ERV sedans, SUVs, trucks, and vans with a GVWR of 10,000 lbs. or less, and on-road and off-road motorcycles, and ATVs;
 - c. Group 3: Non-ERV trucks, some buses and other vehicles/equipment with a GVWR of 10,001 lbs. or greater and
 - d. Group 4: Local and statewide inmate buses.

- 5.4.7.4 Contractor shall review all vehicles assigned to the FFS vehicle categories to ensure proper assignment to those FFS categories in ShopFax.
- 5.4.7.5 The final assignment of vehicles to Fixed-Price or FFS categories shall be at the sole discretion of County Project Manager or designee.
- 5.4.7.6 Contractor shall complete the Fleet reconfiguration and reassignment and deliver to County Project Manager or designee a reconfigured Fleet report ("Equipment List" report) within five (5) business days after the Work Start Date as required in sub-paragraph 3.2.3 (Initial Fleet Reconfiguration and Reassignment). Contractor and County Project Manager or designee will agree to the report's final form and format.
- 5.4.7.7 The base Fleet-size adjustment shall be documented using the Change Order process as described in Appendix C (Sample Contract), sub-paragraph 8.1 (Change Orders and Amendments).
- 5.4.7.8 Contractor shall confirm full ShopFax reporting capabilities for the vehicle groups listed in sub-paragraph 5.4.7.3 above and Appendix C (Sample Contract), Exhibit B (Price Sheet).
- 5.4.7.9 Contractor shall update all required Fleet reports in ShopFax, including but not limited to, the "Equipment List" and the "Daily Out-of-Service Report," to reflect accurate and current information upon completion of the initial Fleet reconfiguration and reassignment.
- 5.4.7.10 County's Contract Program Monitoring staff will review Contractor's ShopFax data entry of the adjusted base Fleet size to ensure accuracy. Contractor shall document any/all corrections to all data entry errors or inconsistencies, under the supervision of County's Contract Program Monitoring staff, within five (5) business days of County's review. The adjusted base Fleet size, as approved by County Project Manager or designee, shall be effective retroactive to the Work Start Date of the Contract.

5.4.8 Parts Inventory, Usage, Coding and Verification

- 5.4.8.1 There are approximately 49,526 "Active" part numbers in ShopFax. Contractor shall, at Contractor's sole expense and with the prior written approval of County Project Manager or designee, in association with a qualified VMRS coding company, verify the VMRS codes attached to all parts previously and currently used in the ShopFax System, re-code those not correctly coded, and property code those parts that still are not coded. (Note: ShopFax does not allow deletion of parts data from its database. Parts data cannot be deleted from ShopFax. ShopFax categorically labels inventoried parts as "Active" or "De-Activated.")
- 5.4.8.2 VMRS coding verification for the parts inventory shall be completed within one hundred-eighty (180) calendar days after the Work Start Date.

- 5.4.8.3 Contractor shall maintain a current and accurate record of the Fleet parts inventory, parts usage, and VMRS coding, as detailed in sub-paragraphs 3.10.4 (Parts Inventory and Usage, General), 3.10.7 (Cannibalized Repair Parts, Inventory Program), and 3.10.8 (Outfitting Parts and Components, Inventory Program), and as required pursuant to sub-paragraph 9.2 (Quality Control Plan) of this SOW.
 - 5.4.8.4 Contractor shall report the status of VMRS parts coding verification in each Quarterly Report, as detailed in sub-paragraph 7.4 (Quarterly Report), until completed and up to date.
 - 5.4.8.5 Contractor shall set up VMRS codes for all parts in ShopFax, so that part descriptions print on all Repair Orders.
 - 5.4.8.6 Contractor shall set up VMRS codes for all parts in ShopFax to enable queries on “part description” for the purpose of printing parts usage reports; e.g. a System user shall be able to query on “heater core” or “brake rotors” to extract all part information from ShopFax to a usage report.
 - 5.4.8.7 Contractor shall ensure the use of consistent units-of-measure for similar automotive fluids, as approved by County Supervising Contract Program Monitor or designee; e.g., quarts of motor oil, gallons of antifreeze, etc.
 - 5.4.8.8 Contractor shall train System users to accurately apply VMRS coding to parts as they are added to ShopFax throughout the term of the Contract. Contractor shall propose the method for training and obtain approval for such from County Project Manager or designee prior to any such training.
- 5.4.9 Detailed Equipment Specifications, Verification and Addition

- 5.4.9.1 The “Detailed Equipment Specifications” listed in ShopFax are comprised of specific data for each vehicle from which reports may be generated.
- 5.4.9.2 Contractor shall verify and, if necessary, update the Detailed Equipment Specifications data fields provided in ShopFax with additional data fields, with the approval of County Project Manager or designee.
- 5.4.9.3 Contractor shall use the Detailed Equipment Specifications in ShopFax to provide various as-needed reports throughout the term of the Contract. The Detailed Equipment Specifications include, but are not limited to, the data fields listed in Table G below:

TABLE G DETAILED EQUIPMENT SPECIFICATION, SHOPFAX			
1	Acquisition Method	33	Model Year
2	Alarm	34	Power Take Off
3	Aux Equipment Type	35	Prisoner Cage
4	Aux Equipment Unit Number	36	Purchase Order Number

5	Auxiliary Battery	37	Radio Makes
6	Auxiliary Equipment	38	Radio Models
7	Axles	39	Radio Serial Number
8	Bilge Pump	40	Radio, Department
9	Body Type	41	Rear Seat
10	CF Number	42	Reason for Removal
11	Drive	43	Refrigeration Unit
12	Driver's Name	44	Replacement Vehicle
13	Engine Family Number	45	Retrofit Type
14	Engine Horsepower	46	Retrofit Vehicle
15	Engine Make	47	RFF Number Issued
16	Engine Model	48	RFF Vehicle Replaced
17	Engine serial Number	49	Roll bar
18	Engine Size	50	Secure Idle
19	Engine Year	51	Serial Number
20	Fire Monitor Apparatus	52	Siren
21	Fuel Tanks	53	Special Equipment
22	Fuel Total Capacity	54	Spotlight
23	Fuel Type	55	Tow Bitt
24	Gross Vehicle Weight (GVWR)	56	Tow Line Reel
25	GVWR<= 14000lb	57	Transmission Make
26	GVWR => 14000lb	58	Transmission Model
27	GVWR => 22000lb	59	Transmission Type
28	GVWR>= 6000lb	60	Undercover Lights
29	GVWR Weight Rating	61	Vehicle Key Code
30	ICL	62	Warranty Status
31	Meter Type	63	Winch
32	Mileage Received	64	Mobile Digital Computer

5.4.10 Physical Fleet Inventory and Verification, ShopFax Record Review

5.4.10.1 Within three hundred sixty-five (365) calendar days after the Work Start Date, Contractor shall complete a physical Fleet inventory and ShopFax record review.

5.4.10.2 Contractor shall provide County Project Manager or designee with quarterly progress reports during the first year of the inventory and record review. The progress report shall be included in each Quarterly Report required as specified in sub-paragraph 7.4 (Quarterly Report) of this SOW.

5.4.10.3 Inventory. Contractor shall perform a complete physical inventory of all in-service vehicles, which are "Active" in ShopFax as identified during the initial Fleet reconfiguration and reassignment pursuant to sub-paragraph 5.4.7 (Initial Fleet Reconfiguration and Reassignment) of this SOW. (Note: ShopFax does not allow deletion of vehicles or equipment data from its database. ShopFax categorically labels in-service vehicles as

"Active" and decommissioned vehicles (e.g. salvaged, sold at auction) or vehicles held in storage as "Inactive."

5.4.10.4 Contractor shall, at a minimum, verify and capture vehicle year, make, model, color, description, VIN, other Detailed Equipment Specifications as listed in Table G of sub-paragraph 5.4.9.3 of this SOW, and other vehicle information as specified by County Project Manager or designee.

5.4.10.5 Contractor shall create a vehicle inventory form to capture the information required in sub-paragraph 5.4.10.1 above. The form and format of Contractor's vehicle inventory form shall be as approved, in writing, by County Project Manager or designee.

5.4.10.6 Record Review. Contractor shall compare the information gathered during the physical inventory with ShopFax information and/or the Department's hard files to determine the completeness and accuracy of all information for in-service vehicles. The record review shall include, but is not limited to: vehicle/equipment year, make, model, color, description, Vehicle Identification Number (VIN), emergency or non-emergency classification, ShopFax equipment type, ShopFax "Fleet Codes," other Detailed Equipment Specifications as listed in Table G of sub-paragraph 5.4.9.3 of this SOW, and other vehicle information as specified by County Project Manager or designee.

5.4.10.7 Once data is verified and approved by County Project Manager or designee, Contractor shall correct, update, and/or add vehicle data to ShopFax.

5.4.11 ShopFax Procedure Manual

5.4.11.1 The ShopFax procedure manual includes: opening/closing Repair Orders; "Fleet Code" procedures; running reports; data entry of parts, components, and labor; data entry and reporting of outside vendor parts, labor, and costs; and performing yard checks, as determined by County Project Manager or designee.

5.4.11.2 Contractor shall obtain the ShopFax procedure manual from WIS and provide copies to all designated Department and Contractor Fleet personnel, when requested by County Project Manager or designee, within ten (10) calendar days of any such request.

5.4.11.3 Contractor shall provide additional and/or replacement copies of the manual and revisions as changes occur, when requested by County Project Manager or designee.

5.5 ShopFax Operations

5.5.1 Contractor shall provide quality control for all ShopFax data-entry operations for the following data sets, including, but not limited to:

a. vehicle identification number (VIN);

- b. vehicle license number;
- c. vehicle number;
- d. Vehicle type/classification;
- e. vehicle assigned location (UOA or repair location);
- f. vehicle utilization;
- g. vehicle in-service date;
- h. vehicle out-of-service date;
- i. vehicle out-of-service condition (reason), e.g. breakdown, overheated, PM, etc.);
- j. estimated vehicle availability (date and time);
- k. acceptance date by Department;
- l. purchase order numbers - including tracking information;
- m. vehicle odometer/hour meter reading; and
- n. estimated cost of repair, as applicable.

5.5.2 Contractor shall oversee all ShopFax operations and procedures, including, but not limited to:

- a. opening, tracking, and closing all Repair Orders;
- b. capturing actual vehicle odometer/hour meter readings for each Repair Order opened by Contractor personnel;
- c. creating Fleet management and maintenance reports as determined by County Project Manager or designee;
- d. downloading data to other electronic formats; e.g., xls, qpw, mdb, etc, as-needed by Contractor or required by County;
- e. tracking labor and vehicle performance against established standards;
- f. tracking accident repairs and reports;
- g. identifying warranties for vehicles and parts;
- h. tracking the status of claims and reimbursements;
- i. documenting both flat-rate and actual repair time on vehicle Repair Orders, when required;
- j. recording oil sample analysis, and reporting results;
- k. identifying and implementing OEM recalls for vehicles and parts;
- l. tracking all notifications concerning recalls; status as “offline,” “completed,” and “not-completed”;
- m. managing all repair parts inventories (see sub-paragraphs 3.10.4 (Parts Inventory and Usage, General), 3.10.5 (Parts, Warranty Information), and 3.10.10 (Expendable Supplies) by manufacturer, part number, description, VMRS code, part value/cost, usage, and usage rate history;
- n. utilizing bar-code feature to create bar-code labels for labor and other operations, and create bar-code labels for vehicles to expedite vehicle yard checks, and shop operations when requested by County Project Manager or designee;
- o. recording out-of-service vehicles, repairs, PM, parts, labor, warranties, recalls, and other information as required by the Department, in real time, at each repair site;
- p. entering all service/repair work on a ShopFax Repair Order;
- q. utilizing the ShopFax “vehicle replacement report,” “vehicle high-mileage report,” and “underutilized-vehicle report” to assist Department in budgeting replacements, based on Department-established replacement cycles, vehicle/equipment utilization, and vehicle cost-per-mile (CPM);

- r. tracking vehicle/equipment expenditures and repairs by subcontractors or Department in vehicle repair history;
- s. capturing repair and maintenance of Department boats, as performed by Contractor and Department Fleet employees, including, but not limited to: PM; PM instruction sheets/schedules; Repair Orders; repair history; labor hours/costs; parts inventory/usage, subcontractor repairs;
- t. capturing Fleet boat repair costs as “Department labor and parts” versus “Contractor labor and parts”; and
- u. capturing the inventory and assignment of Department communication equipment (as input by Contractor and Department employees), including, but not limited to: radios, MDCs, LoJack units, trackers, and GPS units. Communication equipment information shall include, but not be limited to: year; make; model; serial number; equipment type; description; and vehicle location where installed.

5.5.3 Contractor shall manage all ShopFax reporting functions and requirements detailed throughout this SOW, and in particular, Paragraph 7.0 (Reporting Requirements) of this SOW, many of which are available as ready-made reports in ShopFax. These reporting functions and requirements include, but are not limited to, the following:

- a. vehicle depreciation status;
- b. vehicle cost per mile/hour;
- c. Vehicle classification cost per mile/hour;
- d. Equipment replacement report;
- e. high-mileage vehicle report;
- f. underutilized-vehicle report;
- g. oil sample analysis report;
- h. direct versus indirect labor percentage (mechanical);
- i. detail and summary listing of Repair Orders;
- j. detail of road calls (field services breakdown, sub-paragraph 4.25.8 (Towing Data and Tracking) of this SOW);
- k. detail of subcontractor work;
- l. exception reports for vehicles due or late for PM, recalls, or inspections;
- m. exception reports for vehicles which incur excessive repair and/or PM costs;
- n. vehicle usage reports, based on miles, hours, and gallons of fuel used;
- o. vehicle availability reports, by Departmental unit, assigned repair location, and repair location; and
- p. real-time status of out-of-service vehicles report by out-of service category, including repair reasons, e.g. comeback, rework, quick fix, breakdown, PM, driver’s report, waiting decision, recall, and damage due-to-accident (DTA).

5.5.4 To the extent such reports are not available in ShopFax, Contractor shall provide the report(s) to the Department in a form and format approved by County Project Manager or designee.

5.5.5 Contractor shall support all aspects of the ShopFax-Fuel Focus (fuel system) interface. Contractor shall:

- a. manually upload fuel system data, inclusive of odometer/hour meter readings, to ShopFax each business day, directly or by other data media, in a manner approved by County Project Manager or designee; and
- b. obtain fuel usage data from Department's fuel system(s), including, but not limited to, Fuel Focus, which contains vehicle odometer/hour meter readings, fuel usage and type, and date/time dispensed, as directed by County Project Manager or designee; and
- c. utilize out-of-range mileage data filters; and
- d. monitor out-of-range mileage data to prevent inaccurate mileage data from corrupting ShopFax PM scheduling information; and
- e. County Project Management or designee must approve changes to parameters of out-of-range mileage data filters; and
- f. Department fuel system manual data download may be discontinued if an automated or direct interface module is developed and implemented for use by County.

5.5.6 Contractor shall utilize the System to schedule PM and inspections by:

- a. vehicle assigned location, including UOA and repair location assignments;
- b. vehicle identification number;
- c. Vehicle type or classification;
- d. PM schedule; e.g. number of days, weeks, months, and years, or miles;
- e. vehicle usage; e.g. miles, hours, or gallons of fuel used; and
- f. vehicle availability.

5.5.7 Contractor shall provide real-time status of all out-of-service vehicles indicating, at a minimum:

- a. Out-of-service category and status - including repair reasons such as comeback, rework, quick fix, breakdown, PM, Driver's Report, Waiting Decision, recall, damage due-to-accident (DTA);
- b. Out-of-service date and time;
- c. estimated available date and time;
- d. Out-of-service condition reason, for example; breakdown/overheat, PM;
- e. estimated cost of repair; and
- f. warranty status of repair, verified through ShopFax information and/or Contractor files.

5.6 **ShopFax Data Security**

5.6.1 ShopFax data is the exclusive property of the County. Contractor shall use this data only in accordance with the work described herein and as otherwise specified throughout the Contract.

5.6.2 ShopFax data shall not be shared with, nor copied to any personal storage device or media (e.g. personal laptop computers or computing "pads," thumb drives, cell

phones, CDs, DVDs, other similar personal digital assistants (PDAs), or the “Cloud”), without the express prior written consent of County Project Manager or designee.

- 5.6.3 Contractor shall protect ShopFax records from data mining enterprises, viruses, and/or destruction by implementing anti-virus software, and other similar products, in accordance with Department-approved data protection standards. Department will provide Contractor with the Department’s data security standards, along with a listing of approved anti-virus software products, upon approval of the Contract.
- 5.6.4 Contractor shall implement and maintain a minimum 3.0Kva uninterrupted power supply (UPS) for ShopFax. The UPS shall include parachute system software that will correctly shutdown the primary and Disaster Recovery (DR) servers in the event of a power failure.
- 5.6.5 Contractor shall implement a data backup hardware system(s) which enables Contractor to 1) create daily data back-up tapes, 2) routinely review system discs, tapes, and other storage mechanisms for errors, and 3) maintain effective off-site, long-term storage procedures for data back-up tapes.
- 5.6.6 Contractor shall prepare a detailed ShopFax Data Security Manual that includes, but shall not be limited to, Contractor’s automated record protection procedures, a catalog and index of stored back-up tapes and their filing location(s), and a catalog and index of long-term, off-site stored tapes.
- 5.6.7 Contractor shall deliver the draft ShopFax Data Security Manual to County Project Manager or designee for review and/or written approval within five (5) business days after the Work Start Date. County Project Manager or designee reserves sole discretion to approve, or request edits and changes to, the Data Security Manual.
- 5.6.8 Contractor shall, upon expiration or termination of the Contract, ensure the Department retains fully-operational and updated, full-production ShopFax and UniVerse licenses for access points, plus any additional access points added to Fleet operations during the term of the Contract, inclusive of any/all required third party software and licenses.

5.7 **ShopFax, Use By Department Fleet Personnel**

- 5.7.1 Department personnel, as designated by County Project Manager or designee, shall have unlimited access to ShopFax data related to vehicle/equipment repair, maintenance, parts, and costs.
- 5.7.2 Department personnel may perform some ShopFax data entry for Fleet vehicles including, but not limited to, creating a vehicle record, vehicle activation, and vehicle disposal.
- 5.7.3 Department personnel may perform some data entry for radio, MDT, MDC, and other communications equipment.

- 5.7.4 Contractor shall recommend the necessary level of access to ShopFax records/systems for all Contractor staff and Department personnel, subject to the approval of County Project Manager or designee.

5.8 **Other Information Systems/Services**

- 5.8.1 Contractor shall, pursuant to sub-paragraph 3.1.2 (STP Requirements, Tasks) of this SOW, acquire all necessary support agreements, internet subscriptions/licenses, software licenses and updates, and vehicle update modules (either annually or as available) for the equipment and resources listed below:
- 5.8.1.1 County-owned vehicle computer scanner tools, and any other tools including, but not limited to, those listed under sub-paragraph 10.2.8 (ShopFax and Electronic Testing/Diagnostic Equipment) of this SOW;
 - 5.8.1.2 MLG manuals;
 - 5.8.1.3 ALLDATA online data;
 - 5.8.1.4 CCC One Estimating; and
 - 5.8.1.5 Current Kelly Blue Books (hard copy or computer software versions).
 - 5.8.1.6 Data Acquisition Devices (DAD) (ESP System 1, OBD Inspection System).
- 5.8.2 Contractor shall purchase continued licensing and ongoing maintenance and support for all County-owned IBM Cognos report-writer licenses, which shall include all software updates for six (6) Department-designated access points (four (4) Contractor access points, plus two (2) County-only access points).
- 5.8.3 In lieu of IBM Cognos, Contractor may purchase SAP Crystal report-writer licenses, when approved by County Project Manager or designee, inclusive of ongoing maintenance and support which shall include all software updates for six (6) Department-designated access points (four (4) Contractor access points, plus two (2) County-only access points).
- 5.8.4 Contractor shall purchase additional IBM Cognos or SAP Crystal report writer licenses, as the case may be, on behalf of the Department when directed by County Project Manager or designee. All such additional licenses shall be registered to "County of Los Angeles, Sheriff." Contractor shall invoice Department as FFS/Direct Purchase for all such additional licenses.
- 5.8.5 Contractor shall provide as-needed administrative support and training to Department personnel in the use of IBM Cognos or SAP Crystal report writers, which are used in conjunction with ShopFax.
- 5.8.5.1 Contractor shall provide Cognos and/or Crystal reports when requested by County Project Manager or designee within the timeframes requested.
- 5.8.6 Contractor shall not utilize BAR telephone lines except as required to transmit BAR data.
- 5.8.7 Contractor shall pay all telephone/data communication line expenses for ShopFax and the ALLDATA internet service.

5.8.8 Contractor shall notify utility service provider within thirty (30) minutes of a reported inoperative communication line(s). Contractor shall request expedited utility service-provider repair of inoperative data communication lines, when necessary.

5.9 **Contractor's Information Technology Staff, Duties**

Sub-paragraph 2.1 (Staffing Levels and Schedules, General) of this SOW describes Contractor's work obligations with regard to staffing and Contractor's staff requirements to perform work under the Contract. Sub-paragraph 5.9 (Contractor's Information Technology Staff, Duties) through sub-paragraph 5.11 (IT Staff Training) provide specific requirements for Contractor's information technology (IT) staff.

5.9.1 At a minimum, Contractor shall provide one (1) IT System Administrator/Programmer (SAP) and one (1) IT Assistant System Administrator/Programmer (AAP) (collectively, "IT Staff"), as outlined in Appendix B (Statement of Work Exhibits), Exhibit 3B (Administrative and Other Required Staffing).

5.9.2 Contractor's IT Staff duties include, but are not limited to:

- a. providing expertise and leadership in supporting and providing cost effective and efficient management and maintenance for all existing Fleet management and maintenance applications;
- b. having overall responsibility for the operation and maintenance of the ShopFax System, including the maintenance, as-needed installation, and repair of all hardware inclusive of all peripheral devices; uploading, applying patches, and performing backups for software and data; and maintaining and troubleshooting network connectivity issues;
- c. monitoring vehicle repair and document submission timeliness, and the accuracy of data input to ShopFax;
- d. reviewing the completeness and accuracy of reports derived from ShopFax directly, as downloaded and configured using Excel, Crystal, and Cognos report writers;
- e. downloading ShopFax data to the Department's Fleet Asset Status Tracking (FAST) program; identifying and evaluating opportunities to improve ShopFax; e.g. incorporating other peripheral reporting tools or similar modifications; and
- f. implementing ShopFax improvements, as approved by the County Project Manager or designee.

5.9.3 Contractor's IT Staff qualifications include, but are not limited to:

- a. demonstrated proficiency supporting an asset management information system similar to ShopFax and with similar requirements listed in this Paragraph 5.0 (Fleet Management Information Systems and Services);

- b. demonstrated proficiency in Microsoft Office Suite applications, as well as the Department's legacy Corel Suite application which includes Quattro Pro, WordPerfect, and Paradox database programs, and County's Asset Works® Fuel Focus™ fuel management system; and
- c. demonstrated knowledge and background of Fleet management systems, applications and service functions, procedures.

5.9.4 Contractor's IT Staff duties include, but are not limited to:

- a. providing maintenance, repair, cost, fuel, and various other Fleet reports (form and format to be determined) from ShopFax, when requested by County Project Manager or designee;
- b. delivering to County Project Manager or designee existing "ready-made" ShopFax and other report types within one (1) business day and custom Cognos or Crystal reports (which require new programming) within three (3) business days;
- c. providing as-needed training and assistance to Contractor and Department Fleet personnel in the use of: ShopFax; the Microsoft Office Suite of office tools; Cognos and Crystal report writers; and Asset Works Fuel Focus;
- d. providing as-needed support and expertise in reading and printing, as well as converting, certain legacy Corel data files to MS Office from the following formats: Quattro Pro, Paradox, and WordPerfect;
- e. providing as-needed or as-requested expansion services for ShopFax, including, but not limited to, adding operational access points, coordinating connectivity, and installing hardware and software updates;
- f. providing as-needed System modifications (ShopFax); and
- g. providing and/or modifying reports and data layouts, as required by County Project Manager or designee.

5.9.5 Contractor's IT staff shall maintain and support:

- a. all facets of ShopFax operation, including all access point hardware, as well as software maintenance, troubleshooting, and repair;
- b. all ShopFax reports;
- c. Cognos and Crystal report-writer software;
- d. ALLDATA online [internet] access;
- e. CCC One Estimating online [internet] access;
- f. all Microsoft Office applications installed on Contractor's computing devices; e.g. Access, Excel, Word, etc.;
- g. all functions and processes for managing data downloads from the Department's Fuel Focus Systems;
- h. all functions and processes for managing data uploads to ShopFax; and
- i. as-needed data configuration.

5.10 **IT Staff Schedules**

- 5.10.1 Contractor's IT staff shall each work a minimum of forty (40) hours per week under the Contract, performing a full range of technical IT maintenance and support services for all Department Fleet systems, applications, and services, including installation, configuration, testing, troubleshooting and repair of hardware, software, networks, and applications.
- 5.10.2 One (1) SAP or AAP shall be on site at the Eastern Avenue repair location between 6:00 a.m. and 4:30 p.m., Monday through Friday, excluding County-recognized holidays, as listed in sub-paragraph 6.2 (County-Observed Holidays).
- 5.10.3 One (1) SAP or AAP may be deployed to perform duties directly related to ShopFax, Cognos/Crystal reporting, Fuel Force/Fuel Focus, or other computer systems and/or servicing other Department sites as directed by Contractor management.
- 5.10.4 The dedicated forty (40) hours per week each for the IT SAP and AAP excludes time off for approved vacation, sick time, and other employee time off benefits, in accordance with Appendix B (Statement of Work Exhibits), Exhibit 3B (Administrative and Other Required Staffing).
- 5.10.5 Contractor shall provide a full-time, qualified replacement for the SAP or AAP, only if either of them is absent for more than thirty (30) cumulative business days during a Contract year.
- 5.10.6 Location hours and schedules, as listed on Appendix B (Statement of Work Exhibits), Exhibit 3B (Administrative and Other Required Staffing), are a minimum coverage requirement. All Contractor IT Staff must also be available, as needed, outside of the stated hours and/or on non-business days to perform any required ShopFax System work, upgrades, and/or to correct System errors when ShopFax is not in use.
- 5.10.7 Any exceptions to IT Staff scheduling requirements shall have prior written approval of County Project Manager or designee.

5.11 **IT Staff Training**

- 5.11.1 Contractor's IT Staff shall each receive a minimum of five (5) days initial ShopFax training at the WIS corporate office. Training shall include, but shall not be limited to, the full-functional administrative capabilities of ShopFax.
- 5.11.2 Contractor shall ensure each of the IT Staff is trained in, and demonstrates competency in, writing and executing programs to extract and manipulate data, and designing and generating reports using one (1) or more of the following applications: Microsoft Access, MS Excel; Cognos Report Writer; or Crystal Report Writer.
- 5.11.3 Contractor shall ensure each of the IT Staff have received the training referred to in sub-paragraphs 5.11.1 and 5.11.2 above, within one hundred and eighty (180) calendar days after the Work Start Date.

5.11.4 Contractor shall provide all required training at Contractor's sole expense. Contractor shall not invoice Department for training expenses.

5.11.5 Continuing Training

5.11.5.1 Contractor shall, at the direction of County Project Manager or designee, and at Contractor's sole expense, send at least one of the above-identified IT Staff to the annual ShopFax User's Conference. The conference is estimated to encumber two (2) to three (3) days of on-site training, plus travel and expenses.

5.11.5.2 Contractor shall provide all continuing training at Contractor's sole expense. Contractor shall not invoice Department for continuing training expenses.

5.12 Training, User

5.12.1 ShopFax

Contractor shall, at Contractor's sole expense and as provided for under the Fixed-Price portion of the Contract, engage World Information Systems, Inc. (WIS) to provide an initial two (2) consecutive business day ShopFax training session at the Eastern Avenue repair location for an as-yet-to-be-determined number of Department and Contractor personnel, as specified by County Project Manager or designee, within the first one hundred-eighty (180) calendar days after the Work Start Date.

5.12.1.1 Contractor shall engage WIS to provide eight (8) hours of continuing ShopFax training on-site at the Eastern Avenue repair location, or via webinar, on an annual basis and throughout the term of the Contract, in coordination with County Project Manager or designee, and Contractor.

5.12.1.2 Contractor shall provide all training equipment and materials, including a computer display projector and screen for each training session [other than the software and training materials (handouts) specifically provided by WIS].

5.12.2 Cognos / Crystal

IBM Cognos Report Writer (Cognos) is currently the standard report-writing tool in use by the Department's Fleet management operation. The standard report-writing tool for the County is the SAP Crystal Report Writer. Contractor understands and acknowledges that, at any time, the Department and thus the Contractor may be required by the County to adopt the County's standard SAP Crystal Report Writer (Crystal) for its Fleet operations.

5.12.2.1 Contractor IT Staff shall provide an initial two (2) consecutive business day training session for up to ten (10) Department personnel on the use of Cognos within the first one hundred-eighty (180) calendar days after the Work Start Date.

- 5.12.2.2 In like manner, should the Department and Contractor be required by the County to adopt Crystal as the report-writing standard for Fleet operations, Contractor IT Staff shall provide an initial two (2) day training session for up to ten (10) Department personnel on the use of Crystal within ninety (90) calendar days of notification by the County Project Manager or designee.
 - 5.12.2.3 Contractor IT Staff shall provide, on an annual basis, and throughout the term of the Contract, up to eight (8) hours of continuing Cognos (or Crystal, as the case may be) training at the Eastern Avenue repair location for up to twenty (20) Department personnel. Contractor shall schedule such training in coordination with County Project Manager or designee.
 - 5.12.2.4 Contractor may use a qualified outside consultant, in lieu of utilizing Contractor IT Staff, to provide the training, if necessary, at Contractor's sole expense. Contractor shall not invoice Department for such training.
 - 5.12.2.5 Contractor shall provide all training materials, documentation, and equipment, including a computer display projector and screen for each training session [other than the software and training materials (handouts) specifically provided by a third-party training consultant].
- 5.12.3 Any exception to the training requirements in this sub-paragraph 5.12 (Training, User) shall be approved in writing by County Project Manager or designee.

6.0 HOURS/DAYS OF OPERATION

6.1 Work Schedule

- 6.1.1 At a minimum, Contractor shall receive vehicles for maintenance/repair work, and provide both on-site and telephonic customer service, continuously from 6:00 A.M. through 11:00 P.M. at the Eastern Avenue repair location and as listed in Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location) for all other repair locations, Monday through Friday, every scheduled County workday.
- 6.1.2 The minimum hours of operation excludes time off for approved vacation, sick time, and other employee time-off entitlements.
 - 6.1.2.1 The minimum hours of operation for the Eastern Avenue repair location, station repair locations, and outlying shops are listed in Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location).
 - 6.1.2.2 Contractor shall schedule staggered lunch periods and break times for all staff in order to meet the work requirements set forth in this SOW.
 - 6.1.2.3 Contractor shall provide customer service staff at the Eastern Avenue repair location, during business hours (not answering machines or similar

apparatus) with staff in sufficient numbers to avoid excessive waiting by Department personnel.

- 6.1.2.4 Contractor shall provide voice mail for receiving after-hours customer calls requesting appointments and/or other information, and shall return all after-hours calls within the first two (2) hours on the following business day.
- 6.1.2.5 If Contractor's customer service staff is unsuccessful in the initial attempts to return a customer service call, Contractor's staff shall make a minimum of two (2) additional follow-up attempts to contact the party.
- 6.1.2.6 Contractor shall schedule sufficient technician staff at the Eastern Avenue repair location to receive vehicles and perform quick-fix repairs, as specified in sub-paragraph 4.10 (Quick-Fix Repairs and Appointments) of this SOW, including, but not limited to, the repair or replacement of tires, batteries, light bulbs, and wiper blades. Department may require additional service hours in order to meet specific needs as situations occur, as directed by County Project Manager or their designee.
- 6.1.2.7 The evening shifts as indicated on Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location) shall be used primarily for performing PM services and minor to medium repairs, as determined by County Manager or designee.
- 6.1.2.8 Contractor shall provide technicians to work evening shifts, with a lead technician, and ready access to parts and supplies, every scheduled County work day at the Eastern Avenue repair location and other repair locations as indicated on Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location), or as approved by County Project Manager or designee.
- 6.1.2.9 Contractor shall, upon approval of County Project Manager or designee, adjust evening shift hours and/or day-shift hours should additional workspace become available for Fleet vehicles at the Eastern Avenue repair location and other Department repair locations.
- 6.1.2.10 Contractor shall extend some repair location hours and shift hours beyond those stated in Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location) and Exhibit 3B (Administrative and Other Required Staffing Levels), and authorize overtime when necessary, to ensure compliance with the requirements of the Contract; however, Contractor understands and agrees that any FFS work performed during these additional work hours shall be invoiced at the regular hourly labor rate in accordance with Appendix C (Sample Contract), Exhibit B (Price Sheet), unless pre-approved in writing for the overtime hourly labor rate by County Project Manager or designee.
- 6.1.2.11 Contractor shall assign all necessary additional mechanical, technical, and administrative staff, above and beyond the minimum staffing levels

listed in Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location), and Appendix B (Statement of Work Exhibits), Exhibit 3B (Administrative and Other Required Staffing), when necessary to meet Contract performance requirements.

6.1.3 Minimum Hourly Requirement, Technicians

6.1.3.1 Contractor’s light vehicle, truck, bus, or off-highway vehicle technicians shall each perform a minimum five (5) or more hours of direct vehicle repair labor each business day, in satisfaction of the minimum staff technician requirement at the repair locations listed in Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location).

6.1.3.2 Lead technicians, motorcycle technicians, and technicians at Catalina repair location, Pomona Test Track repair location, and the Eastern Avenue repair location Body Shop are exempt from this five (5) hour minimum requirement. Any other exemption, whether on a per-day basis or otherwise, must be authorized by County Project Manager or designee.

6.1.4 County Project Manager or designee must pre-authorize any business hours closure of any repair location by Contractor.

6.2 County-Observed Holidays

Contractor is not normally required to provide services on County-observed holidays or weekends, with the exception of unforeseen circumstances, i.e., emergencies or excessive backlog.

6.2.1 County-observed holidays are as follows and will be updated by County Project Manager or designee on an annual basis:

County Observed Holidays	
New Year’s Day	January 2
Martin Luther King Day	3 rd Monday in January
President’s Day	3 rd Monday in February
Cesar Chavez Day	March 26
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Columbus Day	October 8
Veteran’s Day	November 12
Thanksgiving Day	4 th Thursday in November
Fri after Thanksgiving	4 th Friday in November
Christmas Day	December 25

6.2.2 If in any year, the dates of January 1, July 4, November 11, or December 25 fall on a Saturday, the preceding Friday shall mark the observed holiday, unless otherwise instructed by County Project Manager or designee. If any of these dates

fall on a Sunday, the Monday immediately following shall mark the observed holiday, unless otherwise instructed by County Project Manager or designee.

- 6.2.3 Contractor may be required to provide services on County-observed holidays. Contractor shall not expect delivery of additional vehicles for PM or other services on such days.

7.0 REPORTING REQUIREMENTS

Contractor's reporting requirements include:

1. Vehicle Out-of-Service Report (daily)
2. Daily Staffing Report
3. Monthly Report
4. Quarterly Report
5. Annual Report

7.1 Vehicle Out-of-Service Report

7.1.1 The Vehicle Out-of-Service Report (VOSR) is a daily report. The VOSR includes, but shall not be limited to, all Fixed-Price and FFS vehicles in the Fleet, with the quantities and percentages for total vehicles out-of-service for maintenance and repair, grouped and classified in accordance with the vehicle types and classifications provided in Appendix B (Statement of Work Exhibits), Exhibit 4 (Preventive Maintenance Schedules, Labor Times, and Vehicle Classifications) and Appendix B (Statement of Work Exhibits), Exhibit 6 (Vehicle/Equipment Type Code List).

7.1.2 Contractor and Department shall use the VOSR to document compliance with the vehicle out-of-service requirements set forth in sub-paragraph 4.12 (Out-of-Service Rate) of this SOW.

7.1.3 Contractor shall submit a current and accurate VOSR to County Project Manager or designee no later than 3:30 p.m. on a daily basis.

7.1.4 The VOSR shall include, but shall not be limited to, the following vehicle categories:

7.1.4.1 ERVs (see sub-paragraph 4.12.8, Table A (Out-of-Service Rate – ERVs (Black and White))

- a. includes a count of all active (in-service) black and white ERVs (Equipment types 1, 9, 19, and 22), for both Fixed-Price and FFS categories, that are out of service for maintenance and/or repairs, by UOA;
- b. includes the number and percentages of black and white ERVs out-of-service, by UOA;

- c. includes a sub-listing of out-of-service black and white ERVs that qualify as exceptions to the out-of-service rate requirement pursuant to sub-paragraph 4.12.9 (Exceptions); and
- d. indicates Contractor compliance or non-compliance with the out-of-service rates set forth in sub-paragraph 4.12 (Out-of-Service Rate).

7.1.4.2 Non-ERVs (see sub-paragraph 4.12.8, Table B (Out-of-Service Rate – Non-ERVs))

- a. includes a count of all active (in-service) non-ERVs (all Equipment types except 1, 9, 16, 19, 22, 30, 31, 34, 37, and 99), for both Fixed-Price and FFS categories, that are out of service for maintenance and/or repairs, by UOA;
- b. includes the number and percentages of non-ERVs out-of-service, by UOA;
- c. includes a sub-listing of out-of-service non-ERVs that qualify as exceptions to the out-of-service rate requirement pursuant to sub-paragraph 4.12.9 (Exceptions); and
- d. indicates Contractor compliance or non-compliance with the out-of-service rates set forth in sub-paragraph 4.12 (Out-of-Service Rate).

7.1.4.3 Prisoner Transport Buses (see SOW, sub-paragraph 4.12.8, Table C (Out-of-Service Rate – Prisoner Transport Buses))

- a. includes a count of all active (in-service) prisoner transport buses (Equipment types 30, 31, 34, and 37), for both Fixed-Price and FFS categories, that are out of service for maintenance and/or repairs, by UOA;
- b. includes the vehicle number, repair location of each bus, and the types of repairs required;
- c. includes the number and percentages of prisoner transport buses out-of-service, by UOA;
- d. includes a sub-listing of out-of-service prisoner transport buses that qualify as exceptions to the out-of-service rate requirement pursuant to sub-paragraph 4.12.9 (Exceptions) of this SOW; and
- e. indicates Contractor compliance or non-compliance with the out-of-service rates set forth in sub-paragraph 4.12 (Out-of-Service Rate).

7.1.4.4 Patrol Motorcycles (Appendix B (Statement of Work Exhibits), Exhibit 4 (PM Schedules, Labor Times, and Classifications), Equipment Type 16)

- a. includes a count of all active (in-service) patrol motorcycles for both Fixed-Price and FFS categories that are out-of-service for maintenance and/or repairs, by UOA; and
- b. includes the vehicle number, repair location of each motorcycle, and the types of repairs required; and
- c. Contractor shall use this portion of the VOSR to track and calculate motorcycle out-of-service non-compliance and self-assess the automatic deductions required pursuant to sub-paragraph 8.26.5 of the Contract.

7.1.5 The VOSR shall include the following information:

7.1.5.1 total number of vehicles assigned by UOA;

7.1.5.2 maximum number of vehicles allowed out-of-service by UOA (see sub-paragraph 4.12 (Out-of-Service Rate) of this SOW and sub-paragraph 4.12.8, Table A (Out-of-Service Rate – ERVs (Black and White), Table B (Out-of-Service Rate – Non ERVs), and Table C (Out-of-Service Rate – Prisoner Transport Bus));

7.1.5.3 number and percentage of vehicles out-of-service for Contract compliance; and

7.1.5.4 number of vehicles which qualify as exceptions to the out-of-service rate requirements pursuant to sub-paragraph 4.12.9 (Exceptions) of this SOW.

7.1.6 The VOSR shall include a listing of active vehicles currently out-of-service that are exceeding the three (3) to fifteen (15) business day mechanical repair time requirements (see sub-paragraph 4.9.5 (General Repair Time Requirements) and sub-paragraph 4.9.6 (Specific Repair Time Requirements)), and any active vehicles currently out-of-service that are exceeding the three (3) to twenty-one (21) business day accident, body, and paint repair time requirements (see sub-paragraph 4.34.8 (Accident Repair time Requirements)).

7.1.6.1 Information for this requirement shall include a list, by Department repair location, with the number of business days exceeding the repair time requirement per vehicle. Contractor shall provide totals for each category.

7.1.6.2 Contractor shall use the information in this section of the VOSR to assist in tracking and calculating the automatic deductions required pursuant to Appendix B (Statement of Work Exhibits), Exhibit 8 (Performance Requirements Summary (PRS) Chart).

7.1.7 Contractor shall highlight on the VOSR all UOAs that exceed the allowed maximum number of vehicles out of service, by vehicle category as set forth in sub-paragraph 7.1.4 above.

7.1.8 Month-To-Date Spreadsheet: Contractor shall document the vehicle out-of-service non-compliances and running subtotal information by UOA for all

categories listed in sub-paragraph 7.1.4 (patrol motorcycles excluded) on separate “month-to-date” spreadsheets. Grand totals shall be entered on the final report of the month. The final form and format of the month-to-date spreadsheet shall be as approved by County Project Manager or designee.

- 7.1.9 The VOSR shall be run and shall be current and accurate at 2:30 p.m. each business day.
- 7.1.10 Contractor shall, each business day, deliver an electronic copy of the VOSR (bundled with the Daily Staffing Report [see sub-paragraph 7.2 (Daily Staffing Report) below]), via email, to the County Supervising Contract Program Monitor, and to each County Contract Program Monitor by 3:30 p.m. Department will provide Contractor with a directory of email addresses for Department staff.
- 7.1.11 Contractor shall deliver the VOSR, in hard copy, to both County Project Manager or designee and County Supervising Contract Program Monitor or their designees by 3:30 p.m. each business day.
- 7.1.12 Contractor’s obligation to provide the VOSR shall not be diminished in the event of a System (ShopFax) failure. (n.b. Some VOSR information may be obtained from daily yard checks conducted by Contractor pursuant to sub-paragraph 4.13 (Vehicle Yard Check and Reporting) of this SOW).
- 7.1.13 County Project Manager or designee may authorize Contractor to provide a condensed VOSR for a limited amount of time, under special circumstances, and on a case-by-case basis only.
- 7.1.14 The final form and format of the VOSR shall be as approved by County Project Manager or designee.

7.2 **Daily Staffing Report**

- 7.2.1 The Daily Staffing Report (DSR) is comprised of a complete listing of all Contractor’s staff, by name, position, and daily work location as required in accordance with Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location) and Exhibit 3B (Administrative and Other Required Staffing).
- 7.2.2 The DSR shall verify daily compliance with the total minimum staffing requirements listed in Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location) and Exhibit 3B (Administrative and Other Required Staffing) for each business day and shall indicate whether Contractor staff is present (in) or absent (out).
- 7.2.3 Contractor shall document individual personnel changes, as they occur, on the DSR. Contractor shall report all staffing by name, position, work location, and current certifications/licenses.
- 7.2.4 Contractor shall report all permanent personnel changes in accordance with sub-paragraph 2.2.8 of this SOW.

7.2.5 Men's Central Jail, Century Station, Eastern Avenue, and Pitchess Detention Center Repair Locations Minimum Staffing

7.2.5.1 Contractor shall specifically document non-compliance with the minimum staffing and work shift requirements for the Men's Central Jail, Century Station, Eastern Avenue, and Pitchess Detention Center repair locations, as specified in Appendix B (Statement of Work Exhibits), Exhibit 3A (Minimum Staffing Levels per Repair Location).

7.2.5.2 Contractor shall make appropriate deductions for such non-compliance, from each monthly invoice (invoice credits). The deduction amounts are listed in sub-paragraph 8.26.5 of the Contract.

7.2.5.3 Contractor shall indicate all violations waived by County Project Manager or designee.

7.2.6 Contractor shall, each business day, provide an electronic copy of the initial DSR, via email, to the County Supervising Contract Program Monitor and to each County Contract Program Monitor by twelve (12) noon. Department will provide Contractor with a directory of email addresses for Department staff.

7.2.7 Contractor shall, each business day, provide an updated electronic copy of the final DSR (bundled with the VOSR), via email, to the County Supervising Contract Program Monitor, and to each County Contract Program Monitor by 2:30 p.m.

7.2.8 The DSR shall be current and accurate as of 2:30 p.m. each business day.

7.2.9 Contractor shall deliver the DSR, in hard copy, to both County Project Manager or designee and County Supervising Contract Program Monitor or their designees, by 3:30 p.m. each business day.

7.2.10 The final form and format of the DSR shall be as approved by County Project Manager or designee.

7.3 **Monthly Report**

7.3.1 The Monthly Report shall contain the following minimum information:

7.3.1.1 PM assignments and completions: in-service vehicles that do not have a ShopFax PM assignment and/or have not had PM servicing completed within the last 365 calendar days;

7.3.1.2 PM delinquencies: vehicles delinquent for PM after two (2) notifications to the responsible party, when requested by County Project Manager or designee;

7.3.1.3 PM compliance rate: the percentage of vehicles receiving PM during the month, whether "due" or "overdue" for PM, while in shop when a Repair Order was opened. This requirement includes the ShopFax "edit or selection" process to identify vehicles excluded from PM servicing along

with a justification or “repair reason,” e.g. “quick-fix,” “Department driver unable to leave vehicle,” etc.;

- 7.3.1.4 Comebacks (see sub-paragraph 4.14 (Reworks, Comebacks, Warranty Periods)): the number of comebacks by percentage of Repair Orders per repair location, and by percentage of Repair Orders for the Fleet overall;
- 7.3.1.5 Reworks (see sub-paragraph 4.14 (Reworks, Comebacks, Warranty Periods)): the number of reworks by percentage of Repair Orders per repair location, and by percentage of Repair Orders for the Fleet overall;
- 7.3.1.6 OEM recalls, completion status: OEM recall start date, recall description number completed, number not completed (pending), status of recalls in progress, and percent completed. (Contractor may discontinue reporting of completed OEM recall programs in the Monthly Report, following the third month after which all vehicles in a particular OEM recall program have been completed.);
- 7.3.1.7 County-generated ShopFax campaigns and completion status: the number of vehicles completed per campaign, number of vehicles not completed, and percentage completed per campaign;
- 7.3.1.8 Warranty reimbursement claims summary: all revenue received from warranty reimbursements on vehicles, and the percentage credited to County. (Contractor shall categorize warranty reimbursements by type of warranty claim [vehicles, equipment, components, parts, etc.]);
- 7.3.1.9 Vehicle inspections, ERVs: copies of inspections, number of vehicles completed during the monthly reporting period, and year-to-date percentage completed. (Catalina ERV and non-ERV inspections shall be included every third month of the Contract year.);
- 7.3.1.10 Vehicle accidents, status: date vehicle received, days out-of-service, and summary of any or all vehicles exceeding the Contract repair time requirements set forth in sub-paragraph 4.34.8 (Accident Repair Time Requirements);
- 7.3.1.11 Repair Time Requirement Deficiencies: Number of active, out-of-service vehicles during the month that exceeded the mechanical repair time compliance requirements specified in sub-paragraph 4.9.6 (Specific Repair Time Requirements), and the total number of in-service vehicles during the month that exceeded the accident, body, and paint repair time repair time compliance requirements specified in sub-paragraph 4.34.8 (Accident Repair Time Requirements), less the exceptions listed in sub-paragraph 4.9.7 (Exceptions to Repair Time Requirements), listed by Department repair location, vehicle number, days exceeded per vehicle, and totals provided for each repair time category.

- a. Contractor shall use the information from this portion of the Monthly Report to assist in tracking and calculating the automatic deductions

per deficiency. The deduction amounts are listed in Appendix C (Sample Contract), sub-paragraph 8.26.5.

7.3.1.12 Vehicle receiving and preparation:

- a. Number and listing by vehicle number of all vehicles received in the previous month, with status of each listed vehicle as processed through DMV, in process with DMV, or waiting to be processed with DMV for the month (see sub-paragraph 4.27.1 (New Vehicle Processing));
- b. Number and listing by vehicle number of all vehicles outfitted and all vehicles prepped for decommissioning for the month. Contractor shall indicate the vehicles by the categories of fully-outfitted (both Fixed-Price and FFS), other-than fully outfitted, and other outfitting work, and sub-totaled by equipment types, as directed by County Project Manager or designee.
- c. Contractor shall maintain the data in spreadsheet format. The final form and format for this portion of the Monthly Report shall be as directed by County Project Manager or designee.

7.3.1.13 Decommissioned Vehicles (sub-paragraph 4.33 (Vehicle Decommissioning Records and Reports): number of vehicles sent to auction, sold at auction, and/or cannibalized for the month. The final form and format for this portion of the Monthly Report shall be as approved by County Project Manager or designee);

7.3.1.14 Cannibalized parts used in the repair of Fleet vehicles: in spreadsheet format listed by part number (for re-used parts), VMRS code, description, fair market value of "like-kind-quality," and "new" value in accordance with sub-paragraph 3.10.7 (Cannibalized Repair Parts, Inventory Program). The final form and format for this portion of the Monthly Report shall be as directed by County Project Manager or designee;

7.3.1.15 Repair location inspection report summary: by repair location, including status of Contractor's repair location maintenance and equipment servicing program; e.g., on schedule or overdue, re-inspection dates for fire extinguishers, and permit expiration dates for pressure vessels. The final form and format for this portion of the Monthly Report shall be as directed by County Project Manager or designee;

7.3.1.16 Complete staffing report: by Contractor employee name, position, work location, current certifications/licenses (including those listed in sub-paragraph 2.3.7 (Contractor Employee Qualifications and Training), and driver's licenses with endorsements and updated expiration dates;

7.3.1.17 ShopFax downtime: by number of hours, by terminal location, by System overall, and causes;

7.3.2 Contractor shall provide an original hard copy Monthly Report to County Project Manager or designee with a hard copy and electronic version to County Supervising Contract Program Monitor within five (5) business days of the end of each month.

7.3.3 Monthly Report shall be reviewed for accuracy by either Contractor Project Director or Contractor Project Manager, signed and dated, prior to submission to County.

7.4 **Quarterly Report**

7.4.1 Contractor shall provide an original hard copy Quarterly Report to County Project Manager or designee with a hard copy and electronic version to County Supervising Contract Program Monitor within ten (10) business days following the end of each quarter. The Quarterly Report shall contain the following minimum information:

7.4.1.1 Status of Contract compliance/non-compliance, categorized as follows:

- a. three (3) to fifteen (15) day repair time compliance pursuant to sub-paragraph 4.9.5 (General Repair Time Requirements); includes number of repairs initiated, number of repairs in compliance, numbers of repairs not in compliance, frequency, and percentage. Includes special circumstances and/or justifications/explanations for non-compliance;
- b. minimum staffing compliance pursuant to Appendix B (Statement of Work Exhibits, Exhibit 3A (Minimum Staffing Levels per Repair Location) and Exhibit 3B (Administrative and Other Staffing Required));
- c. vehicle out-of-service rate compliance. See sub-paragraph 4.12 (Out-of-Service Rate);
- d. status of facility maintenance and repair schedule compliance. See sub-paragraph 3.4.1 (Repair Location Internal Maintenance);
- e. status of facility environmental compliance. See sub-paragraph 3.4.6 (Repair Location and Facility Equipment, Records/Reporting);
- f. quality control corrective action plans to remedy non-compliance, when required (see sub-paragraph 3.3.5.21 of this SOW), with specific steps and timetables Contractor will use to achieve compliance.

If Contractor is one hundred percent (100%) compliant with this sub-paragraph 7.4.1.1 (a)-(f), then the Quarterly Report shall include that information.

7.4.1.2 Tow information, including number and type of breakdowns, tow truck response times, in/out of compliance counts and percentages, and

numbers of vehicles returned to service. See sub-paragraph 4.25 (Towing and Emergency Road Services) for towing requirements.

- 7.4.1.3 Status of all Clean Fuel Programs (see sub-paragraph 3.7 (Clean Fuel Program)) that affect the Department, and the availability/status of all Clean Fuel funding revenue streams that could assist the Department in meeting clean fuel goals. The report shall include the status of the Clean Fuel Program, i.e., vehicles completed, vehicles still pending, schedule status, and cost to date.
- 7.4.1.4 Description, serial number, date of purchase, purchase price, and amortized value to date of all equipment purchases and facility improvements made by Contractor, valued at \$5,000 or more, during the reporting quarter. This is to be the current amortization status of equipment purchases or facility improvements for the Contract (see sub-paragraph 3.4.3 (County-Furnished Tools and Equipment, Maintenance and Repair).
- 7.4.1.5 Description, serial number, date of purchase, purchase price, amortized value to date, date of sale, and sale price for any equipment sold that, when new, was purchased for \$5,000 or more.
- 7.4.1.6 Status of ShopFax master record review and physical fleet inventory and verification pursuant to sub-paragraph 3.2.7 (Physical Fleet Inventory and Verification (Inventory), ShopFax Record Review). Indicate number of vehicles completed, number of vehicles remaining, and a list of vehicles/equipment, by vehicle number, that could not be located.
- 7.4.1.7 Status of VMRS parts coding verification pursuant to see sub-paragraph 5.4.8 (Parts Inventory, Usage, Coding and Verification). Indicate number of parts coded/verified, number of parts remaining to be coded, and number of parts found to not be identifiable.
- 7.4.2 Contractor Project Director or Contractor Project Manager shall review, sign and date the Quarterly Report for accuracy, prior to submission to County, pursuant to sub-paragraph 7.4.1 of this SOW.
- 7.4.3 The final form and format for the Quarterly Report shall be as approved by County Project Manager or designee.

7.5 **Annual Report**

- 7.5.1 Contractor shall provide an original hard copy and electronic version of the Annual Report to County Project Manager or designee with a copy to County Supervising Contract Program Monitor no later than thirty (30) calendar days following the anniversary of the Work Start Date for each year of the Contract. The Annual Report shall contain:
 - a. Cost per mile - maintenance and repairs (non-accident)
 - b. Cost per mile - accident repairs
 - c. Vehicle inspection summaries

- d. Total warranty revenues/savings
- e. Clean fuel program(s)
- f. Energy saving measures
- g. Data communication line expenses
- h. Updated Quality Control Plan

7.5.2 Cost Performance Analysis Reports: Contractor shall provide cost performance analysis reports for the following vehicle types: 01, 04, 07, 09, 10, 13, 16, 19, 22, 28, 31, 34, 37, 40, 43, 70, 72, 73, 75, 76, 79, 82, and 90 (or other vehicle type as requested by County Project Manager or designee). Vehicle types and their descriptions are listed in Appendix B (Statement of Work Exhibits), Exhibit 6 (Vehicle/Equipment Type Code List). Contractor shall provide cost performance analysis reports upon request by the County Project Manager or designee and as part of a complete Annual Report. The final form and format for all cost performance analysis reports shall be as directed by County Project Manager or designee.

7.5.2.1 Cost per mile - maintenance and repairs (non-accident), all vehicles

This information shall be presented in a spreadsheet format, listed by vehicle type, and calculated as the total dollar amount (fully allocated labor, parts, and vendor cost) spent during the year – divided by the total annual mileage for each vehicle type.

7.5.2.2 Maintenance and repair cost per mile shall not include costs for vehicle outfitting, accident repair, and warranty repair work, unless requested by County Project Manager or designee for inclusion.

7.5.2.3 Contractor shall report all cost-per-mile data in a form and format as directed by County Project Manager or designee.

7.5.2.4 Cost per mile – accident repairs

Contractor shall report accident repair costs listed by UOA, vehicle type, quantity and type of accident, including, but not limited to, accident, accident non-reported, and bottom out, as part of the Annual Report. Contractor shall report same information for any specific time period by vehicle types, when requested by County Project Manager or designee.

(Accident repair costs are calculated as the total dollar amount (fully allocated labor, parts, and vendor cost) spent during the year for vehicle accident repair, plus the net value of the vehicles lost due to accident (e.g. “total-loss” vehicles), less the value of Department-provided cannibalized parts re-utilized in the repair of other vehicles, for each vehicle type.)

7.5.2.5 Cost per mile (gross) - accident repairs

This information shall be presented in a spreadsheet format, listed by vehicle type, and calculated as the total dollar amount (fully allocated

labor, parts, and vendor cost) spent during the year, divided by the total annual mileage for each vehicle type.

7.5.2.6 Cost per mile (net) - accident repairs

This information shall be presented in a spreadsheet format, listed by vehicle type, including UOA, type of accident (including, but not limited to, accident, accident non-reported, and bottom-out), and calculated as the total dollar amount (fully allocated labor, parts, and vendor cost) spent on repairs during the year, divided by the total annual mileage for each vehicle type. Include the net value* of vehicles lost due-to-accident (e.g. "total-loss" vehicles), less the value of Department-provided cannibalized parts re-utilized in the repair of other vehicles, for each vehicle type.

(*Net value of vehicles shall be determined using Kelly Blue Book figures, the prorated value of emergency equipment destroyed, less the salvage amount obtained from auction, if any.)

7.5.3 Vehicle Inspection Summaries

Includes vehicle inspection summaries of all ERV inspections and Catalina Island vehicle inspections performed during the previous Contract year.

7.5.4 Total Warranty Revenues/Savings

Includes total revenues/savings received from warranty claims for warranty parts and components. Includes a list of the ten (10) most-failed parts/components, with quantity, manufacturer, percent recovery, and warranty period listed. Includes findings relative to actual parts cost savings due to parts/components warranty recovery.

7.5.5 Clean Fuel Program

Includes a clean fuel program status and upcoming year's projections of emission reduction/clean fuel Fleet program(s), including, but not limited to, requirements, grant funds available, and technology.

7.5.5.1 Status of clean fuel programs in progress, summary of advantages and disadvantages of each type of recommended alternative fuel recommended, and projected maintenance and repair costs of alternative fuel vehicles.

7.5.5.2 Contractor shall provide as-needed updates to the Operational Plan related to the clean fuel program pursuant to sub-paragraph 3.3.5.17 of this SOW, based in part on Contractor's Annual Report.

7.5.6 Energy Saving Measures

Includes summary of all repair location energy-saving measures.

7.5.7 Data Communication Line Expenses

Includes summary list of all Contractor expenses by repair location and type of data communication service.

7.5.8 Updated Quality Control Plan

Includes two (2) copies of an updated QCP pursuant to sub-paragraph 9.2.5 of this SOW, subject to approval by County Project Manager or designee.

7.5.9 The final form and format for the Annual Report shall be as directed by County Project Manager or designee.

8.0 RECORD KEEPING REQUIREMENTS

8.1 Contractor shall maintain copies of all Fleet operation records, in both hard and electronic (pdf) formats, on file at the Eastern Avenue repair location throughout the term of the Contract, and for a period of five (5) years after the Contract expiration or termination, in accordance with sub-paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of Appendix C (Sample Contract).

8.2 Such Fleet operation records shall include, but shall not be limited to, all reports outlined in Paragraph 7.0 (Reporting Requirements) of this SOW and the following documents:

8.2.1 Contract Inspection Reports issued to Contractor by County Project Manager or designee and Contractor responses (sub-paragraph 9.1.2 (Contract Discrepancy Report (CDR)) of this SOW);

8.2.2 Contract Discrepancy Reports issued to Contractor with responses (sub-paragraph 9.1.2 (Contract Discrepancy Report (CDR)) of this SOW);

8.2.3 Monthly invoices for payment;

8.2.4 PM and inspection records, signed original or electronic copies of all checklists, including, but not limited to, all documents listed in sub-paragraph 4.17 (Inspection Checklist Document);

8.2.5 Most current revised Operational Plan (sub-paragraph 3.3 (Operational Plan));

8.2.6 Most current updated Quality Control Plan (sub-paragraph 9.2 (Quality Control Plan));

8.2.7 Vehicle maintenance and repair records;

8.2.8 Accident repair records, initial and second estimates with full color photos (sub-paragraph 4.34 (Accident Repairs));

8.2.9 Vehicle and parts warranty information (sub-paragraph 3.8 (Warranty Work));

8.2.10 New vehicle receiving and processing records, including New Vehicle Preparation Inspection Checklists (sub-paragraph 4.27 (New Vehicle Receiving, Processing, and Outfitting));

- 8.2.11 Vehicle outfitting records, including Outfitting Build Sheet (sub-paragraph 4.27.2 (New Vehicle Outfitting, General));
- 8.2.12 ShopFax records and reports (Paragraph 5.0 (Fleet Management Information Systems and Services));
- 8.2.13 Repair location and facility equipment maintenance records (sub-paragraph 3.4.6 (Repair Location and Facility Equipment, Records/Reporting)); and
- 8.2.14 Other records, as may be required from time to time and as requested by County Project Manager or designee.

8.3 Record of Quality Control Plan (QCP) Inspections

Contractor shall maintain a record of all Quality Control Plan (QCP) inspections pursuant to sub-paragraph 9.2 (Quality Control Plan).

- 8.3.1 Contractor shall make all QCP records available upon request by County Project Manager or designee within twenty-four (24) hours of such request.

9.0 QUALITY

9.1 **Quality Assurance Plan**

9.1.1 Meetings

Contractor shall attend all performance evaluation meetings as directed by County Project Manager or designee.

- 9.1.1.1 Performance evaluation meetings will be held jointly by County Project Manager and/or designees, the County Contract Program Monitors, the Contractor's Project Director, the Contractor's Project Manager, and Contractor's supervisors, as appropriate, or as requested by County.

9.1.2 Contract Discrepancy Report (CDR)

- 9.1.2.1 Verbal notification of a contract discrepancy, or a written Contract Inspection Report noting said deficiency, will be given to Contractor's Project Director, Contractor's Project Manager or designee as soon as possible whenever a Contract discrepancy is identified.

- 9.1.2.2 When a written Contract Inspection Report is issued by a County Contract Program Monitor, it may be hand delivered, faxed, or e-mailed to the Contractor's Project Director, Contractor's Project Manager, appropriate supervisor, and/or on-site technician. If a written response to a Contract Inspection Report is required, the Contractor's respondent shall hand deliver, fax, or mail the response directly to the County Contract Program Monitor who issued the Contract Inspection Report. The response shall be delivered within three (3) business days of Contractor's receipt of the Contract Inspection Report, unless otherwise specified in the Contract Inspection Report.

- 9.1.2.3 Depending on the severity of the discrepancy, County Project Manager or designee will determine if a formal Contract Discrepancy Report (CDR) shall be issued at that time, or if Contractor shall be afforded opportunity to correct the discrepancy based on the initial notification of such. The problem shall be resolved within a timeframe mutually agreed upon by the Department and the Contractor.
- 9.1.2.4 If a CDR is issued, it will be hand delivered or mailed by the Department to Contractor's Project Manager or Contractor's Project Director.
- 9.1.2.5 Upon receipt of a CDR, Contractor shall respond in writing to County Project Manager or designee within five (5) business days, unless otherwise specified in the CDR. Contractor shall acknowledge the reported discrepancies or present evidence to the contrary.
- 9.1.2.6 If the reported discrepancy is acknowledged by Contractor, Contractor shall present a plan of correction for all performance deficiencies identified in the CDR, by the stated deadline in the CDR and/or as directed by County Project Manager or designee.
- 9.1.2.7 County Observations. In addition to Departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during business hours. County personnel will not unreasonably interfere with the Contractor's performance of work required under the Contract.

9.1.3 Credits for Contract Discrepancies

- 9.1.3.1 County Project Director or County Project Manager or designee shall have the sole discretion to impose monetary deductions (invoice credits) from Contractor's invoice(s) for non-compliance with Contract requirements and poor performance in the amounts set forth in Appendix B (Statement of Work Exhibits), Exhibit 8 (Performance Requirements Summary (PRS) Chart) or in accordance with sub-paragraph 8.26 (Liquidated Damages) in Appendix C (Sample Contract).
- 9.1.3.2 The Department is committed to maximizing its Fleet efficiency and conserving Department resources, and expects Contractor's commitment to be the same. In this regard, County Project Manager or designee will work with Contractor to resolve any performance issues that may arise.

9.2 Quality Control Plan

- 9.2.1 Contractor shall establish and utilize a comprehensive Quality Control Plan (QCP) to ensure timely, efficient, and proper delivery of all services, repairs, inspections due, and all other work and duties described or enumerated throughout the Contract.
- 9.2.2 Contractor's QCP shall list, by name, title, and level, all Contractor staff performing QCP monitoring functions, including Contractor's full-time mechanical and body

quality control staff at the Eastern Avenue repair location. See Appendix B (Statement of Work Exhibits), Exhibit 3B (Administrative and Other Required Staffing).

9.2.3 Contractor shall utilize the QCP to ensure the Fleet is properly maintained and repaired, consistent with all Contract requirements, OEM specifications, applicable warranties, generally accepted fleet practices, and as approved by the County Project Manager or designee. The QCP shall include, but not be limited to, the following:

9.2.3.1 A listing of all services outlined throughout this SOW, specifically, processes and controls for monitoring:

- a. Comprehensive Service delivery for all vehicles leaving a Contractor-operated, County repair location, as defined in sub-paragraph 1.7 (Comprehensive Service) of this SOW ;
- b. PM Work: timeliness, overdue vehicles called in for PM, and validity of PM Work performed;
- c. Recall and campaign work;
- d. ERV safety inspections, recurring (sub-paragraph 4.4 (Safety Inspections, Recurring, Mandatory));
- e. Excessive failure rates for components;
- f. Quality of parts installed on vehicles (e.g. in compliance with OEM specifications, reliability standards, and Contract requirements);
- g. Repair Order processing;
- h. VMRS parts coding accuracy (ShopFax) using periodic audits after the initial verification of coding is completed;
- i. All ShopFax data entry, including, but not limited to: vehicle master record information, detailed equipment specifications, ShopFax "Fleet Code" assignment, and ShopFax PM assignment;
- j. Correction process for ShopFax errors identified by Contractor;
- k. ShopFax remedial data-entry training provided to Department and Contractor personnel by Contractor, as needed;
- l. Repair location and equipment cleanliness and safety;
- m. Repair location and equipment condition and maintenance requirements, in compliance with all appropriate OEM requirements as well as all applicable local, state, and federal regulations for all repair locations occupied by Contractor under the Contract;

- n. Minimum monthly repair location inspections (A summary of inspections by repair location; problems identified; corrective actions; and other pertinent information are part of the Monthly Report (sub-paragraph 7.3 (Monthly Report)); and
- 9.2.3.2 Specific monitoring methods used to identify and prevent deficiencies in the quality of services performed, including but not limited to:
 - a. Methods to ensure quality of services;
 - b. Verification of the authenticity of reports;
 - c. Samples of documents to be used in monitoring, including, but not limited to, vehicle, facility, ShopFax Repair Order, and parts inspection forms as appropriate.
 - 9.2.3.3 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. Contractor shall provide the record of inspections to County Project Manager or designee upon request.
 - 9.2.4 Contractor shall, within sixty (60) calendar days after the Work Start Date, prepare and submit a copy of the QCP to both the County Supervising Contract Program Monitor and the County Project Manager or designee for review and approval.
 - 9.2.5 Contractor shall, throughout the term of the Contract, update the QCP as changes occur. Any proposed change to the QCP, or any portion thereof, shall be submitted to both the County Project Manager or designee and County Supervising Contract Program Monitor for review and approval prior to implementation. Updated QCPs shall be submitted annually as part of the Annual Report in accordance with sub-paragraph 7.5.8 (Updated Quality Control Plan) of this SOW.
 - 9.2.6 QCP inspections and reviews shall be conducted by Contractor's supervisory or quality control personnel only. Contractor technicians actually performing repairs on the vehicles shall not conduct QCP inspections.

10.0 COUNTY RESPONSIBILITIES

- 10.1 County personnel will administer the Contract in accordance with Appendix C (Sample Contract), Paragraph 6.0 (Administration of the Contract – County). In addition, County personnel will:
 - 10.1.1 Monitor Contractor performance in the daily operation of the Contract;
 - 10.1.2 Provide direction to the Contractor in areas relating to policy and procedural requirements; and
 - 10.1.3 Prepare Change Orders and Amendments in accordance with Appendix C (Sample Contract), sub-paragraph 8.1 (Change Orders and Amendments) of the Contract.

10.2 County-Furnished Items

10.2.1 Fleet Management Labor

- 10.2.1.1 County may provide labor for receiving vehicles, confirming that vehicles meet specifications, and entering new vehicle data into ShopFax. Data may include the input of "Domicile Assignment," "Customer Number," and Department "Active Date," as determined by County Project Manager or designee.
- 10.2.1.2 County staff will match vehicle delivery information with County-issued Purchase Orders and provide documentation to County Project Manager or designee.

10.2.2 Repair Locations and Office Space

- 10.2.2.1 County will furnish all repair locations for Contractor's use to provide maintenance for Fleet vehicles, including repair locations and office space for Contractor staff, as set forth on Appendix B (Statement of Work Exhibits), Exhibit 2 (Department Repair Locations).
- 10.2.2.2 County will pay all repair location utility costs (electricity, natural gas, water) associated with Contractor's use of Department repair locations. Contractor shall take appropriate energy-saving measures and manage energy consumption of their work force to ensure cost efficiencies. Such energy saving measures shall be included in the Annual Report in accordance with sub-paragraph 7.5 (Annual Report) of this SOW.

10.2.3 Facility Telephone Voice and BAR Lines

County will pay for County telephone voice-line and County BAR line expenses for telephone lines assigned for joint use by both Department and Contractor, as approved by County Project Manager or designee.

10.2.4 Repair Location Maintenance

- 10.2.4.1 County will maintain the repair location structure, which includes; major plumbing (for example, pipe breakage), major electrical, electric and manual overhead doors, entry doors, air conditioning units, space heaters, exhaust fans at all repair locations, and the car wash at the Eastern Avenue repair location.

10.2.5 Underground Storage Tanks and Clarifiers

County will service and maintain underground storage tanks and clarifiers.

10.2.6 County-Owned Equipment, General

County will furnish County-owned equipment utilized by County's prior fleet contractor. (A partial list of County-furnished tools and equipment is provided in

sub-paragraph 3.4.3 (County-Furnished Tools and Equipment, Maintenance and Repair) and sub-paragraph 10.2.8 (ShopFax and Electronic Testing/Diagnostic Equipment) of this SOW.)

10.2.7 Storage and Containment Equipment

County will furnish County-owned storage and containment equipment utilized by prior fleet contractor. This equipment includes existing new oil storage and dispensing equipment, and waste-oil storage tanks.

10.2.8 ShopFax and Electronic Testing/Diagnostic Equipment

County will furnish ShopFax and electronic testing/diagnostic equipment presently owned and/or licensed by County and utilized by prior fleet contractor in the repair and maintenance of Fleet vehicles, including but not limited to the following:

- 10.2.8.1 Fifteen (15) vehicle computer scanners (two (2) Snap-On Solus units and thirteen (13) One Tool Company (OTC) Nemisys and Encore units);
- 10.2.8.2 Seven (7) Ford Rotunda Vehicle Communication Modules (VCM) with laptop computers and cables;
- 10.2.8.3 One (1) DELL Laptop computer/Scan tool with Nexiq Diagnostic interface, including diagnostic software for Detroit Diesel, Cummins, Caterpillar, Allison Transmission, Bendix ABS system and Meritor WABCO ABS system;
- 10.2.8.4 Nine (9) personal computers (with MS Office Professional, Adobe, and other programs, as required by County) located at nine (9) ShopFax access points;
- 10.2.8.5 One (1) BMW Motorrad GT;
- 10.2.8.6 Three (3) Diesel Opacity Meters (one (1) Wager, two (2) Red Mountain);
- 10.2.8.7 Chief frame machine and Genesis frame measuring system;
- 10.2.8.8 Five (5) emission test machines (leased)/(3) dynamometers (DAD and GEN 3 Emission Machines/Mustang Dynamometers) located at the Eastern Avenue repair location, STAR Center repair location, and Pitchess Detention Center repair location, and all other similar equipment;
- 10.2.8.9 Cummins INLINE 6 data link adapter with software;
- 10.2.8.10 Twenty (20) ACTIA model number 112403 handheld diagnostic scanners for the Motor Coach Industries (MCI) buses.

10.2.9 Outfitting Parts Purchased by County

10.2.9.1 County will purchase and supply outfitting parts to Contractor. Parts include, but are not limited to:

- a. back-up warning devices;
- b. brake equipment, auxiliary;
- c. cages/screens
- d. command boxes;
- e. communication racks;
- f. console boxes;
- g. decals;
- h. fire-extinguisher hold-down cords;
- i. foam protector panels, heavy-duty (when required by County);
- j. K-9 vehicle equipment;
- k. lift gates;
- l. light bar arrow stick controllers;
- m. light bars;
- n. lights for undercover vehicles (red, blue, and amber);
- o. lights, intersection clearance;
- p. lights, map (with alternate red lens);
- q. mounting trays, radio;
- r. push bars;
- s. rear seats, plastic;
- t. roll-bar padding;
- u. roll cages (installed);;
- v. seat belts, driver training;
- w. secure idle units;
- x. security alarms;
- y. security bars;
- z. shotgun lock timers;
- aa. shotgun locks;
- bb. siren speakers;
- cc. skid plates;
- dd. special vehicle bodies, (e.g. utility body, cargo body, etc.);
- ee. speedometers, auxiliary;
- ff. spotlights;
- gg. switches, black-out;
- hh. tow hitches;
- ii. winches;
- jj. wiring loom packages, complete (emergency equipment).

10.2.9.2 Notwithstanding this sub-paragraph 10.2.9 (Outfitting Parts Purchased by County), County may direct Contractor to purchase some outfitting parts in accordance with FFS/Direct Purchase pursuant to Appendix C (Sample Contract), Exhibit B (Price Sheet), using a purchasing process approved by County Project Manager or designee.

10.2.9.3 Notwithstanding this sub-paragraph 10.2.9 (Outfitting Parts Purchased by County), County may direct Contractor to fabricate “in-

house” complete emergency equipment wiring loom packages or other items under the FFS Body Repair/Painting regular hourly labor rate, as approved by County Project Manager or designee.

10.2.10 Mobile Data Computer (MDC) and Radio Systems Maintenance

County will maintain and repair vehicle-installed communications and computer equipment, including but not limited to Department radio and antennas, MDC laptop including docking station, light bar control head, card reader, and finger print reader in support of Department communication systems.