EXHIBIT A
STATEMENT OF WORK

FLEET MAINTENANCE SERVICES

AMENDED UNDER BULLETIN #4

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1.0 SCOPE OF WORK

1.1 Background

The Los Angeles County (County) Sheriff's Department (Department) provides Fleet maintenance and repair services (Services) for all Department-owned Vehicles and Equipment. Contractor must provide all Services and Subcontractor Services necessary to perform the requirements specified in this Statement of Work (SOW) while minimizing the costs associated with properly maintaining the County's Fleet.

1.2 Objectives and Goals

1.2.1 Contractor must 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, pursuant to the terms of the Contract and as specified by County Project Manager.

1.2.2 Contractor's inability to perform the Services specified in this SOW, or for any other reason determined by the County, may result in the County temporarily utilizing other resources to perform any portion of the Services, including, but not limited to, reassigning the Work to another County contractor. The County will deduct the cost associated with such Work from Contractor's most current Fixed-Price or Fee-for-Service (FFS) invoice.

1.2.2.1 In the event that such temporary reassignment of Work becomes permanent, as determined by the County at its sole discretion, a written Amendment will be executed by both parties to memorialize the decrease in Vehicle Fleet size and to adjust the annual per-unit pricing specified in Exhibit B (Price Sheet) to the Contract, as applicable.

1.2.3 All subsequent references to "Vehicle," "Equipment," and/or "Fleet" throughout this SOW mean all Department-owned Vehicles and equipment as listed in Attachment 1 (Vehicle and Equipment List) to this SOW.

1.2.4 Contractor must provide Services at the repair locations specified on Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW for a fleet of approximately 7,000 assets, including light-duty, medium-duty, and heavy-duty Vehicles, trailers, vessels and personal watercraft, and other powered and non-powered equipment.

1.2.5 The Department's Vehicles are driven approximately 70,250,000 miles per year, including Emergency Response Vehicles (ERVs) which account for approximately 32,052,000 miles.

1.2.6 The number of Department Vehicles (year, make, model, and/or mix of Department Vehicles), the miles driven, the number of repair locations/Unit of Assignment (UOAs), and the required staffing are

expected to change throughout the term of the Contract based upon the organizational and/or operational needs of the Department.

1.3 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 16.1 [asset management software licensed from Snider Fleet Solutions (Snider)],

b. Fleet Asset Status Tracking (FAST) program (a custom, Department-designed Microsoft Access database application), and

c. FuelFocus™ (an electronic fuel management and monitoring system licensed from AssetWorks, Inc.).

At any time throughout the term of the Contract, the Department may elect to implement a new information system. Contractor will 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 the County during the term of the Contract in support of Services required hereunder.

1.4 Vehicle Servicing Pricing Models

Contractor must Service the Department's Fleet pursuant to the terms and requirements of this SOW, under the Fixed-Price or FFS pricing models listed below:

1.4.1 Vehicles under both the Fixed-Price and FFS categories may be added or deleted, individually or by entire Fleet Group, at any time during the term of the Contract, at the discretion of County Project Manager. Such adjustment will be made pursuant to Paragraph 8.1 (Change Notices and Amendments) of the Contract.

1.4.2 The annual pricing specified in Exhibit B (Price Sheet) to the Contract for Fixed-Price and FFS work will be firm and fixed for the corresponding Contract year, unless amended as specified under Paragraph 8.1 (Change Notices and Amendments) of the Contract.

1.4.3 Fixed-Price

Fixed-Price is defined as a service/payment model in which a group of Services are provided for an established firm and fixed price for the corresponding Contract year, as specified in Exhibit B (Price Sheet) to the Contract.

1.4.3.1 Annual Fixed-Price Change Due to Fleet-Size Adjustment

a. The annual per-unit prices for Groups 1 through 4 as specified in Exhibit B (Price Sheet) to the Contract are applicable to each Vehicle or piece of equipment added to, or deleted from, the Fixed-Price Fleet, by the corresponding Contract year.

b. Fleet-size adjustment resulting from any increase or decrease to the Fleet size will be calculated based on the per-unit prices specified in Exhibit B (Price Sheet) to the Contract, for the corresponding Contract year, and will be added to, or deducted from the annual Fixed-Price in the manner set forth in the Paragraphs below.

c. Following the initial Fixed-Price Fleet-size adjustment described in Paragraph 4.2.2 (Initial Fleet Reconfiguration and Reassignment) below, Fixed-Price Fleet-size adjustments must be made semi-annually, on the first of the month, every six months thereafter. Any Vehicle reassignment from Fixed-Price to FFS must be in accordance with Attachment 8 (Fixed-Price to Fee-for-Service Vehicle Reassignment Guidelines) to this SOW. Contractor must work with County Project Manager to complete all necessary Fleet-size adjustments.

d. Additional Fixed-Price Fleet-size adjustments may be made, when requested in writing by Contractor, or by the County, when increases or decreases equating to $150,000 or more occur within a semi-annual period. The Fixed-Price Fleet-size adjustment will become effective on the first Day of the month following the date the adjustment is approved by County Project Director and executed via a Change Notice in accordance with Paragraph 8.1 (Change Notices and Amendments) of the Contract.

e. If, during a Fleet inventory review, any Vehicle and/or equipment is found to be assigned to the wrong Fleet group [refer to Attachment 1 (Vehicle and Equipment List) to this SOW], a Change Notice will be immediately executed by both parties to assign the Vehicle and/or equipment to the correct group.

f. The Fleet-size adjustment for any Vehicle and/or equipment, when removed, corrected, or added to the Fleet will be priced according to its correct Fixed-Price Fleet group assignment.

1.4.3.2 Fixed-Price Adjustments for Minimum Staffing Increases or Decreases

a. Upon the County's request to increase or decrease staffing levels specified in Attachment 3 (Repair Locations and Minimum Staffing Levels) to this SOW, the annual price for Fixed-Price Services will be adjusted accordingly.

b. County's Fixed Rate for Changes in Minimum Staffing

Any addition or reduction of technicians, above or below the total Minimum Staffing Levels of *[actual number of technicians to be determined during Contract negotiations]* technician positions, as specified in Attachment 3 (Repair Locations and Minimum Staffing Requirements), will increase or decrease Contractor's annual price for Fixed-Price Services by *[actual annual cost per technician to be to be determined during Contract negotiations]* annually per technician added or deleted.

Example:

Should the Department open a new repair location or require more than the minimum staffing levels at a particular repair location, the annual price for Fixed-Price services will increase by *[actual annual cost per technician to be determined during Contract negotiations]* per added technician.

In the event of a County-approved adjustment to Fleet size or Staffing levels that modifies the annual price for Fixed-Price Services, Exhibit B (Price Sheet) will be amended and restated via an executed Change Notice, pursuant to Paragraph 8.1 (Change Notices and Amendments) of the Contract.

1.4.4 Fee-for-Service

FFS is defined as a service/payment model in which labor is paid at pre-established hourly rates as specified in Exhibit B (Price Sheet) to the Contract, plus the cost of repair parts at Contractor's cost with tax, plus a six percent markup fee for parts.

1.4.4.1 The hourly labor rate for FFS Work will be firm and fixed for the corresponding Contract year, including overtime hourly labor rate during special circumstances in accordance with the terms of this SOW.

1.4.4.2 FFS Detail

a. All FFS Work must be approved by County Project Manager. Any FFS Work performed (as described in Paragraph 1.4.4.3 below) without approval will be deemed a gratuitous effort on the part of Contractor, and Contractor will have no claim whatsoever against the County.

b. For the purpose of FFS labor, hours are defined as actual technician labor time, not to exceed the times listed below:

   i. Motor Labor Guide and/or ALLDATA, for mechanical repairs,

ii. CCC One Estimating, or other County-approved crash estimating guide for accident and paint repairs,

iii. Genesis Frame Measuring System time estimates for accident and paint repairs,

iv. Attachment 4 (Preventive Maintenance Schedules, Labor Times, and Vehicle Classifications) to this SOW, and

v. Other labor standards specified and pre-authorized by the County.

1.4.4.3 FFS Work applies, but is not limited to:

a. Vehicles, equipment, and boats assigned to FFS [refer to Attachment 1 (Vehicle and Equipment List) to this SOW],

b. Vehicle accident repairs,

c. Paint and body repairs not resulting from accident, vandalism, or operator abuse,

d. Paint and body repairs resulting from corrosion, fading, clear-coat discoloration, or peeling, and not as a result of Contractor's failure to properly maintain the Vehicle,

e. FFS paint materials (including paint, primer, activators, thinners, reducers, and hardeners) for accidents and other FFS body/paint repairs as further described throughout this SOW. Such repairs must be invoiced at the paint material rates specified in Exhibit B (Price Sheet) to the Contract,

f. Frame repair due to accident as described in Paragraph 4.8 (Labor Time Estimates, Accident, Body, and Paint Repairs) of this SOW,

g. Vandalism and/or Vehicle abuse, as determined by County Project Manager,

h. All Department-affiliated joint task force Vehicles including, but not limited to, PM, inspections, mechanical and electrical repair, accident, body, and paint repair, outfitting, new Vehicle preparation, preparation for decommissioning, recall and campaign transportation, and all labor and parts not covered under a manufacturer warranty,

i. Repairs normally covered under a Vehicle's new car warranty, but no longer covered by the manufacturer due to extended storage time by the Department (excludes used Vehicles purchased from auctions.),

j. Fabrication of equipment and/or parts, and other customization and reinforcing,

k. Installation of County-radio equipment, if requested by the County,

l. Hours incurred by Contractor personnel assisting with Vehicle testing during non-business hours (FFS overtime hourly labor rates will apply),

m. Vehicle outfitting in excess of limits set forth in Paragraph 5.14 (New Vehicle Outfitting, General) of this SOW (FFS overtime hourly labor rates will apply),

n. Cannibalization of body, mechanical, and electrical parts (labor) from decommissioned Vehicles earmarked for scrap or auction. Labor charges for removal of these parts must be in accordance with FFS Body Repair/Painting regular hourly labor rates listed in Exhibit B (Price Sheet) to the Contract and must not exceed ten hours for the complete dismantling of a Vehicle in accordance with Paragraph 5.15.9.2 of this SOW, as approved by County Project Manager,

o. Vehicle decommissioning as described in Paragraph 5.15.6 (Fixed-Price Decommissioning Services (Class A)) and Paragraph 5.15.7 (Fee-for-Service (FFS) Decommissioning Services) of this SOW,

p. Repairs performed on Vehicles specifically put in a temporary FFS category (e.g., Vehicles undergoing refurbishment, or repairs to decommissioned Vehicles intended for auction),

q. “New Vehicle preparation”, first-time repairs/servicing, and outfitting of used Vehicles/equipment being brought into the Fleet part way through their service life cycle (e.g., auctions, military surplus, bailment, donated or seized vehicles). No factory and/or County warranty is guaranteed or implied for these Vehicles,

r. Vehicle/equipment detailing in excess of the limits set forth in Paragraph 5.15.9 (Decommissioning for Cannibalization/Dismantling) of this SOW,

s. Special-event mobile technician Services for County events [e.g., Rose Parade, elections, and others as described in Paragraph 2.5.8 (Staffing During Special Events) of this SOW],

t. Light bar lens replacement on Vehicles as a result of corrosion, fogging over, fading, clear-coat discoloration, and peeling and not as a result of Contractor’s failure to properly maintain the Vehicle,

u. Emergency situation labor, as determined by County Project Manager, outside normal business hours and on an overtime basis,

v. New Vehicle processing in excess of limits set forth in Paragraph 5.13.1 (New Vehicle Processing) of this SOW,

w. Recall and/or campaign Work performed outside of normal business hours. Should a specific recall and/or campaign completion become extremely urgent, and not as a result of Contractor's failure to act on the recall in a timely manner, County Project Manager may authorize FFS overtime hourly labor rates for all such Work,

x. Maintenance and repair of Vehicle Mobile Data Computer (MDC) systems (not including the computer or transceiver units) for all Vehicles assigned to the FFS category at the FFS hourly labor rates specified in Exhibit B (Price Sheet) to the Contract.

1.4.4.4 FFS-Direct Purchase

a. Contractor must FFS-Direct Purchase Services, parts, and special delivery Services for parts, towing, equipment, related materials, and supplies, as directed by County Project Manager.

b. Contractor must invoice the County for all FFS-Direct Purchases at Contractor's actual cost with tax, plus an administrative handling fee not to exceed six percent of actual cost.

c. With regard to FFS-Direct Purchase of Subcontractor Services, Contractor is responsible for complying with all repair time requirements listed in Paragraph 4.7 (Labor Time Estimates, Mechanical Repairs) of this SOW

d. Contractor is responsible for, and must warrant the quality, completeness, and timeliness of, all Subcontractor Services rendered on behalf of Contractor.

e. Contractor must make every effort to obtain the best price for all County-requested purchases. Contractor must utilize a competitive bidding process using a selection process approved by County Project Manager.

f. All FFS-Direct Purchases are subject to prior approval by County Project Manager. FFS-Direct Purchases made without such approval will be deemed gratuitous on the part of Contractor, and Contractor will have no claim against the County.

g. FFS-Direct Purchase may include, but is not limited to the following Services:

i. Outfitting parts, as directed by County Project Manager, using a purchasing process approved by County Project Manager as described in Paragraph 5.14.11 (Minimum Inventory, Refurbished and/or New Outfitting Parts) of this SOW,

ii. ERV rims for patrol vehicles purchased and supplied by Contractor, in coordination with and as directed and approved by County Project Manager as described in Paragraph 7.7.3.2 (FFS) of this SOW,

iii. Bus accident repair,

iv. Repair of fiberglass components, hydraulic cylinders, and recreational Vehicle trailers,

v. Repair and certification (as applicable) of electric material-handling equipment,

vi. Installation of tires for specialized off-road and heavy equipment,

vii. Custom wood or metal fabrication and installation,

viii. Trash disposal services for repair locations other than Men's Central Jail as described in Paragraph 9.9.1.4 of this SOW,

ix. Vehicle towing due to the following:

- Accident or vandalism,
- Safely operable decommissioned Vehicles which must not or cannot be driven by Department personnel,
- Inoperable decommissioned Vehicles, and
- FFS category Vehicles/equipment regardless of incident,

x. Hazardous medical and/or biological waste clean-up in Vehicles,

xi. Vehicle and equipment detailing Services,

xii. Window tinting,

xiii. Vehicle alarm installation,

xiv. Specialty radio, LoJack, or GPS equipment installation,

xv. "Special measures" purchases of parts and components as requested by County Project Manager.

xvi. Contractor must implement an expedited supplies and services purchasing process,

xvii. ShopFax report modifications requiring additional support and labor from Snider as described in Paragraph 3.8 (ShopFax Report Modifications/Additions) of this SOW, and

xviii. Expansion or upgrades to ShopFax as specified in Paragraph 3.6.1.1 (ShopFax Expansion and Upgrades) below.

1.4.4.5 FFS Paint Material Costs

a. Contractor's regular hourly labor paint rates specified in Exhibit B (Price Sheet) to the Contract will apply to accident and other FFS body/paint repairs as further described throughout this SOW.

b. In the event that changes to government or environmental regulations and/or market price fluctuations regarding the content of paint materials create an increase in the cost of paint supplies, the parties may agree to re-negotiate the regular hourly labor paint rates set forth in Exhibit B (Price Sheet) to the Contract.

1.5 Contractor Responsibilities

Contractor must maintain the Fleet in a state of repair consistent with generally accepted fleet industry standards and practices, and in accordance with the performance standards and Service specifications identified in the Contract and this SOW. Responsibilities include, but are not limited to:

a. Providing all manpower such as support staff, technicians, supervision, clerical, and management,

b. Purchasing, supplying, and managing an on-site inventory of materials and parts pursuant to the provision of such Services,

c. Providing any tools and equipment needed (over and above those provided by the County under the terms described in this SOW) to provide Services including, but not limited to, top-off oil (individual quarts) to all Department repair locations,

d. Providing Vehicle collision repair and refinishing,

e. Establishing Subcontractor agreements for as-needed Services (e.g., towing),

f. Providing two fully equipped mobile technician service trucks to provide mobile Services for all Vehicles including off-road and specialty equipment. Trucks must be minimally stocked with the following: tires, batteries, and all parts/components necessary to meet the Service requirements,

g. Delivering business plans, records, and/or other information to local, state, and federal government agencies as required by statute or by County Project Manager [e.g., City of Los Angeles, South Coast Air Quality Management District (SCAQMD), the Environmental Protection Agency (EPA), and/or other institutions, companies, or individuals].

   Contractor must inform County Project Manager within 24 hours of any such request for information by the County. Copies of all requested materials must be provided to County Project Manager at least five Business Days prior to submission to the requesting agency, company, or individual. County Project Manager will advise Contractor within 48 hours if any of the information is not to be released,

h. Security of all Vehicles accepted for Service. Contractor must secure Vehicles from theft and vandalism when stored at Department repair locations or Subcontractor locations, and during transportation between locations. When not inside a fully enclosed, secure building, Vehicles must be stored at all repair locations with windows up and doors locked. Any vandalism, theft or damage to Vehicles determined to be the responsibility of Contractor, by failure of safekeeping, must be repaired at Contractor's sole expense, and

i. Ensuring 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, MDCs, GPSs, or any other Vehicle equipment.

1.6 Days and Hours of Operation

Contractor's Work hours and Days of operation will vary by repair location. The hours and Days are set forth in Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW or as approved by County Project Manager.

1.6.1 Contractor must receive Vehicles for maintenance/repair Work, and provide both on-site and telephonic customer Service, during the hours of operation listed in Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW, for each repair location.

1.6.2 Contractor must provide sufficient staff to receive Vehicles, provide in-person customer service and perform quick-fix repairs at Eastern Avenue, during business hours to avoid excessive waiting by Department personnel.

1.6.3 The evening shifts as specified in Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW must be used primarily for performing PM Services and minor to medium repairs, as determined by County Project Manager.

1.6.4 Upon the County's request, Contractor may be required to extend some repair location and shift hours beyond those stated in Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW. Contractor must 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 must be invoiced at the regular hourly labor rate in accordance with Exhibit B (Price Sheet) to the Contract, unless the overtime hourly rate is pre-approved in writing by County Project Manager.

1.6.5 Contractor must additionally provide a voicemail service for receiving after-hour customer calls requesting appointments and/or other information. After-hour calls must be returned within the first two hours on the following Business Day. Contractor's staff must make a minimum of two additional follow-up attempts to contact the caller if the initial attempt is unsuccessful.

1.6.6 County Project Manager must pre-authorize any closure of any repair location by Contractor during regular business hours.

1.6.7 Minimum Hourly Requirement, Technicians

1.6.7.1 Contractor's light/medium Vehicle technicians must each perform a minimum five or more hours of direct Vehicle repair each Business Day in accordance with Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW.

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

1.6.8 County-Observed Holidays

Contractor will be required to provide Services on County-observed holidays and/or weekends for unforeseen circumstances (e.g., emergencies or excessive backlog).

1.6.8.1 A list of County observed holidays may be found on the County's website: https://lacounty.gov/government/about-la-county/about/.

1.6.8.2 Contractor must not accept delivery of additional Vehicles for PM or other Services on County-observed holidays and/or weekends.

1.7 County Responsibilities

1.7.1 Fleet Management Labor

1.7.1.1 The County may provide staff 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.

1.7.1.2 County staff will match Vehicle delivery information with County-issued Purchase Orders and provide documentation to County Project Manager.

1.7.2 Repair Locations and Office Space

1.7.2.1 The County will furnish all repair locations for Contractor's use to provide maintenance for Vehicles, including office space for Contractor staff, as specified in Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW.

1.7.2.2 The County will pay all utility costs (e.g., electricity, natural gas, water) associated with Contractor's use of Department repair locations. Contractor must take appropriate energy-saving measures and manage energy consumption of their work force to ensure cost efficiencies. Such energy saving measures must be included in the Annual Report.

1.7.2.3 The County will maintain the structure, which includes major plumbing (e.g., pipe breakage), major electrical, electric/manual overhead doors, entry doors, air conditioning units, space heaters, and exhaust fans at all repair locations.

1.7.3 Facility Telephone Voice and California Bureau of Automotive Repair (BAR) Lines

The County will pay for County telephone voice-line and County BAR line expenses for joint use by both Department and Contractor, as approved by County Project Manager. Contractor must not utilize BAR telephone lines except as required to transmit BAR data.

1.7.4 Underground Storage Tanks and Clarifiers

The County will service and maintain underground storage tanks and clarifiers.

1.7.5 County-Owned Equipment, General

The County will furnish all Department-owned equipment specified in Attachment 2 (Department-Owned Tools and Equipment) to this SOW.

1.7.6 ShopFax and Electronic Testing/Diagnostic Equipment

The County will furnish ShopFax and electronic testing/diagnostic equipment presently owned and/or licensed by the County, as listed in Attachment 2 (Department-Owned Tools and Equipment) to this SOW.

1.7.7 Outfitting Parts Purchased by the County

1.7.7.1 The County will purchase and supply outfitting parts to Contractor. Outfitting parts are after-market accessories, equipment, and components installed on Vehicles to enhance their function, appearance or performance.

1.7.7.2 Notwithstanding the above, the County may direct Contractor to purchase some outfitting parts in accordance with FFS-Direct Purchase pursuant to Paragraph 1.4.4.4 (FFS-Direct Purchase) of this SOW, using a purchasing process approved by County Project Manager.

1.7.7.3 Additionally, Contractor may be required to fabricate "in-house" complete emergency equipment wiring loom packages or other items under the FFS Body Repair regular hourly labor rate, as approved by County Project Manager.

1.7.8 Mobile Data Computer and Radio Systems Maintenance

The County will maintain and repair Vehicle-installed communications and computer equipment, including, but not limited to, Department radios and antennas, MDC laptops including docking stations, light bar control heads, card readers, and fingerprint readers.

2.0 CONTRACTOR PERSONNEL

The required minimum staffing by repair location is identified in Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW. Contractor must additionally staff as needed based on the workload beginning on the Work Start Date and throughout the term of the Contract.

Contractor is required to provide a full-time qualified replacement for any of the "Administration" personnel identified in Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW, only if the individual is absent from their position for more than 30 consecutive Business Days during any Contract year. Administrative personnel are entitled to vacation, sick, and other time-off necessities without replacement provided they do not exceed the above stated absence standard for more than 30 consecutive Business Days during any Contract year, unless specifically identified as critical to the Contract operation by County Project Manager, and approved in writing.

2.1 Contractor Project Director/Manager

2.1.1 Contractor Project Director and Manager must each be dedicated full-time employees assigned to Eastern Avenue. Contractor Project Director and Manager must be on-site and available to respond to any repair location throughout the County during regular Business Hours and accessible via telephone 24/7, as required.

2.1.2 Contractor Project Director and Manager must each have five years, within the last ten years, of technical and managerial* experience of fleet or retail automotive services managing a fleet of at least 500 Vehicles including light, medium, and heavy-duty Vehicles.

*Fleet management experience must include budget and administrative experience and supervision of at least 30 personnel.

2.1.3 Contractor must provide a transition plan prior to any changes in Contractor Project Director or Manager roles. Proposed changes to these roles must be approved by the County 30 Days prior to a changeover.

2.2 Contractor's Shop Supervisor

Contractor's Shop Supervisors must have a minimum of seven years, within the last ten years, of fleet retail automotive services experience managing a fleet of light, medium, and heavy-duty Vehicles.

2.3 Contractor's Body Shop Supervisor

Contractor's Body Shop Supervisors must have a minimum of three years, within the last 10 years, of technical and supervisory experience in the field of Vehicle collision repair and refinishing for a fleet of light, medium, and heavy-duty Vehicles.

2.4 Contractor's Information Technology (IT) Staff

2.4.1 At a minimum, Contractor must staff one IT System Administrator/ Programmer (SAP) and one IT Assistant System Administrator/Programmer (AAP) (collectively, "IT Staff"), as outlined in Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW.

2.4.2 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.

b. Demonstrated proficiency in Microsoft Office applications and AssetWorks® FuelFocus™ fuel management system, and

c. Demonstrated knowledge and background of Fleet management systems, applications and service functions, procedures.

2.4.3 IT Staff Schedules

a. Contractor's IT staff must each Work a minimum of 40 hours per week, performing a full range of technical IT maintenance and support services for all Department Fleet systems, and applications, including installation, configuration, testing, troubleshooting and repair of hardware, software, networks, and applications.

b. Contractor must ensure at least one dedicated IT staff is on-site at Eastern Avenue between 6:00 a.m. and 4:30 p.m., Monday through Friday, excluding County-observed holidays, regardless of approved vacation, sick time, and other employee time off benefits.

c. One SAP or AAP may be deployed to perform duties directly related to ShopFax, FuelFocus, or other computer systems and/or servicing other repair locations as directed by Contractor management or County Project Manager.

d. Repair location hours and schedules, as listed in Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW, 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 Work, upgrades, and/or to correct system errors when ShopFax is not in use.

e. Contractor's IT staff must be available for troubleshooting 24/7, including all County-observed holidays included in the annual Fixed-Price portion of the Contract.

f. Any exception to the IT staff scheduling requirements in this Paragraph 2.4.3 (IT Staff Schedules) must have prior written approval of County Project Manager.

2.4.4 Contractor's IT Staff Training:

a. At Contractor's sole expense, Contractor's IT Staff must each receive a minimum of five Days of initial ShopFax training from Snider. Training must include, but not be limited to, the full-functional administrative capabilities of ShopFax. Contractor must ensure each of its IT Staff have received the training referred to in this Paragraph 2.4.4.a and Paragraph 2.4.4.b below, within 180 Days after the Work Start Date.

b. Contractor must ensure its IT Staff is trained and competent in writing and executing programs to extract and manipulate data, and design and generate reports.

c. Ongoing Training

2.4.5 Contractor must, at the direction of County Project Manager 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 be two to three Days of on-site training.

2.5 Contractor's Technicians

In order to support and provide relief coverage for vacation, sick, and other time-off necessities for the minimum staffing of "mechanical" employees identified in Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW, and to support Vehicle repair times and Vehicle out-of-service rate requirements, Contractor is required to provide additional relief staff, in combination of light/medium, heavy/bus, and motorcycle technicians to provide support as needed.

2.5.1 Contractor is responsible for selecting personnel to perform the Services outlined in this SOW and for determining and providing wages, salaries, and benefits for its employees in accordance with all applicable federal, state and local laws and regulations.

2.5.2 Contractor must meet the minimum staffing levels specified in Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW, by job classification and repair location, for each Business Day and work shift. Staffing for additional repair locations will be determined by the County as they become operational.

2.5.3 Contractor's staffing plan must include sufficient staffing levels to perform all Services referenced herein. The plan must include an organizational chart identifying specific job classifications (with job classification descriptions), the specific number of employees in each job classification and the repair location at which each job classification will be deployed.

2.5.3.1 Contractor staffing plan must ensure the minimum staffing levels specified in Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW are maintained regardless of technician vacations, days off, illnesses, or other causes of absenteeism.

2.5.3.2 A two-hour allowance will apply for all unplanned absences. Contractor is authorized to use the technicians identified as Relief Support Staff on Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW to replace and/or substitute for their equivalent positions.

2.5.4 Contractor must ensure that repair locations always have appropriate staff during established operational hours, and that its personnel report to assigned workstations on time.

2.5.4.1 Contractor must provide County Project Manager with the most up-to-date personnel roster, including employees' after-hours telephone numbers for emergencies.

2.5.5 Contractor may utilize relief technicians for data entry and other miscellaneous Work, provided minimum staffing requirements, out of service rates, vehicle repair times, and other labor impacted requirements are all in compliance, and when approved by County Project Manager or County Supervising Contract Program Monitor.

2.5.6 Vehicle Testing Events

Contractor will be required to provide up to four technicians and one clerk for each testing event, as specified by County Project Manager.

2.5.6.1 The Department anticipates three to four testing events per year which generally do not exceed four Business Days per event.

2.5.6.2 Hours incurred for Vehicle testing during normal business hours are covered under the Fixed-Price portion of the Contract.

2.5.6.3 Contractor must invoice the County for all Work at testing events during non-business hours as FFS at the Mechanical Repair overtime rate for light and medium Vehicles specified in Exhibit B (Price Sheet) to the Contract and as approved by County Project Manager.

2.5.6.4 Contractor must ensure that minimum staffing levels at repair locations do not fall below Contract requirements during these

testing events, unless County Project Manager has provided advance written authorization.

2.5.7 Staffing During Joint Vehicle Inspections

Contractor must staff qualified technicians to perform Vehicle inspections in the presence of County personnel and interested third parties.

2.5.7.1 These "joint" Vehicle inspections are usually required when the Department receives a complaint by the Vehicle driver of a mechanical issue failure that contributed to a Vehicle accident or incident. Contractor's qualified technician must assist the Department in determining if there was a failure that could have contributed to the accident or incident.

2.5.7.2 Contractor must schedule qualified technicians to perform as-needed brake, mechanical and/or electrical inspections of County Vehicles at Eastern Avenue, or other specified repair location, immediately upon request by County Project Manager.

2.5.7.3 Contractor must not drive any Vehicle to its UOA, that has, or may possibly have, a brake, mechanical, electrical, or other failure claim made against it. Such Vehicle must be towed to Eastern Avenue, or other specified location as directed by County Project Manager, for an independent third-party inspection, as agreed upon by Contractor and the County.

2.5.8 Staffing During Special Events

As directed by County Project Manager, Contractor must staff mobile roadside technicians, usually one to two 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 the repair locations listed in Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW.

2.5.8.1 For special event Work rendered during business hours by technicians which are required pursuant to Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW, Contractor's Services must be rendered to the County under the Fixed-Price billing category. For special event Work rendered during business hours by technicians required above and beyond the minimum staffing levels set forth in Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW, Contractor must invoice the County as FFS at the regular hourly labor rate for light/medium Vehicles and heavy/bus Vehicles, as specified in Exhibit B (Price Sheet) to the Contract.

2.5.8.2 For special event Work rendered during non-business hours by technicians which are required pursuant to Attachment 3

(Repair Locations and Minimum Staffing Requirements) to this SOW, Contractor must invoice the County for all Work during non-business hours and County-observed holidays as FFS at the overtime hourly labor rate for light/medium Vehicles and heavy/bus Vehicles, as specified in Exhibit B (Price Sheet) to the Contract.

2.5.9 Staffing During Emergencies

2.5.9.1 Contractor must comply with the Department's request to provide stand-by support during emergencies declared by the County at each applicable repair location. The Department will notify Contractor when an emergency situation exists (e.g., Force Majeure events), and the nature and anticipated duration of the response needed from Contractor.

2.5.9.2 In conjunction with the Department, Contractor must develop, as part of its Quality Assurance Plan [refer to Paragraph 14.2 (Quality Assurance Plan) of this SOW], a plan for Contractor's notification to Contractor personnel during emergencies.

2.5.9.3 Based upon the nature of the emergency and when directed by County Project Manager, Contractor personnel may be temporarily required to perform repairs at repair locations other than those designated in Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW.

2.5.9.4 Within one hour of notification by County Project Manager during business hours of any imminent emergency, Contractor must have all necessary staff on site at any location as determined by County Project Manager to repair Vehicles on an overtime basis. Such overtime work may be required 24/7.

2.5.9.5 Within four hours of notification by County Project Manager during non-business hours of any imminent emergency, Contractor must have all necessary staff on site at any location as determined by County Project Manager to repair Vehicles on an overtime basis. Such overtime Work may be required 24/7.

2.5.9.6 Should an emergency require Work beyond the capability of Contractor, or should Contractor fail to provide adequate staffing, the 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 will not constitute a breach of the Contract by the County.

b. Contractor is responsible for all costs associated with the performance of Work by the County or outside vendors.

2.5.9.7 Contractor must bill the County for labor during an emergency as FFS in accordance with Exhibit B (Price Sheet) to the Contract. Contractor must bill for parts and materials at Contractor's actual cost with tax, plus six percent, for all emergency repairs of Vehicles that occurs outside of business hours, as approved by County Project Manager.

2.6 Contractor Failure to Meet Minimum Staffing and/or Unfilled Position

Contractor is responsible for providing sufficient staff, for all positions listed in Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW, unless the County provides Contractor with a written exemption. At County Project Manager's sole discretion, Contractor's repeated failure to meet the minimum staffing levels may subject Contractor to assessments [refer to Attachment 10 (Performance Requirements Summary (PRS) Chart) to this SOW], liquidated damages, possible forfeiture of Contract, and/or debarment . In addition to assessments, Contractor is liable for all directly related and associated costs if the County or another vendor is required to fill a position that Contractor is responsible for staffing. The County will view any unfilled position as a breach of performance.

2.6.1 County Project Manager may approve any temporary exemption to Contractor staffing requirements. Contractor must email the temporary exemption request to County Project Manager for approval.

2.7 Changes to Personnel

2.7.1 Contractor must notify County Project Manager in writing of any proposed permanent replacement or reassignment of Contractor key personnel not less than 15 Days prior to such action, and not less than seven Days for technicians or other staff.

2.7.1.1 Contractor must promptly fill any vacancy in Contractor key personnel with individuals having equivalent qualifications to those being replaced and with approval of the County.

2.7.1.2 If the County determines it is necessary to remove any Contractor personnel who fail to perform effectively and/or ensure Contractor's compliance with required Work, the County will provide Contractor with 15 Days' advance notice unless it is not possible to do so (e.g., a removal for cause or other egregious act). Contractor must work with the County on a mutually agreeable transition plan to ensure project continuity.

2.7.2 Contractor must notify County Project Manager, via email, of all permanent personnel changes during the month, within five Business Days prior to such change, when circumstances permit.

2.7.3 At the end of each Contract year, and annually thereafter, Contractor may submit a request to County Project Manager to adjust the required Work shift hours and/or the minimum staffing for specific repair locations. Approval of such request will be based upon Contractor's performance,

the needs of the Department, and reasonableness of such request, at County Project Manager's sole discretion. Approved adjustments will be made pursuant to Paragraph 8.1 (Change Notices and Amendments) of the Contract.

2.8 Training

2.8.1 Contractor must ensure that personnel are trained to render a high degree of courteous, technically competent, and efficient Service. Contractor must control the conduct, demeanor, and appearance of its personnel and representatives.

2.8.2 Contractor personnel must be trained in their assigned tasks and in safety in the workplace. All Contractor personnel must Work in accordance with federal, state, and local statutes and directives. Contractor must comply with and maintain with Injury and Illness Prevention Program (IIPP) standards and records in accordance with federal and state OSHA requirements. Contractor must provide proof of training and IIPP records upon the County's request.

2.8.3 Contractor is responsible for ensuring that its employees are kept current and properly trained in all appropriate technologies, both existing and new.

2.8.4 Contractor and its personnel must attend, at Contractor's sole expense, County training programs, if required by the County.

2.8.5 Contractor must ensure technicians performing in-house warranty and recall repairs for Original Equipment Manufacturer (OEM) are appropriately trained as required by the respective OEM.

2.8.6 Contractor must ensure and document that employees receive ongoing training appropriate to the position for which they are employed after they start work on the Contract, as approved by the County. County Project Manager has the sole discretion in approving ongoing Contractor's employee training.

2.8.7 Contractor must provide all training materials necessary to perform all Services, including all training announcements, memos, letters, bulletins, instructions, and training handouts. Contractor must provide such materials to County Project Manager and County Supervising Contract Program Monitor at least 24 hours prior to distribution to Contractor employees.

2.8.7.1 Contractor must require employees to sign an employee training verification form upon completion of all trainings, indicating that the employee has read and/or understands the information provided in the training. The training verification form must be in a form and format acceptable to County Project Manager.

2.8.7.2 Contractor must file and maintain the employee training verification forms with each employee's training records at Eastern Avenue.

2.8.8 Contractor must develop an electronic quick reference training booklet containing the essential Contract requirements, Work standards, and instructions for specific training requirements at the sole discretion of County Project Manager.

2.8.8.1 Contractor must provide a copy of the quick reference training booklet to County Project Manager for review and approval within 30 Days of the effective date of the Contract. The final form and format of the quick reference training booklet will be as approved by County Project Manager.

2.8.8.2 Contractor must amend the quick reference training booklet from time to time as requested by County Project Manager, as needed due to changes to Contractor's operating procedures or changes to industry Fleet maintenance and repair standards.

2.8.8.3 Contractor must provide an electronic copy of its quick reference training booklet to each employee during initial training. Contractor's employees must sign an acknowledgment of receipt, in a form and format acceptable to County Project Manager.

2.8.8.4 Contractor must notify all employees of updates with respect to Vehicle servicing, Repair Order processing, safe Work practices, and other requirements in a timely manner. A new signed form is required each time the quick reference training booklet changes.

2.8.8.5 Contractor must ensure all employees have access to the quick reference training booklet at each repair location.

2.8.9 Contractor must provide employee training records within 24 hours of a request by County Project Manager.

2.8.9.1 Training records include, but are not limited to, class rosters (which must 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.

2.8.9.2 Contractor must maintain employee training records for a period of five years following the Contract expiration date.

2.8.10 Contractor's Employee Monetary Incentive Program

2.8.10.1 Contractor must implement a monetary incentive program to encourage employees to become National Institute of Automotive Service Excellence (ASE) and BAR-certified to maintain and repair various Vehicle systems and components.

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

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

2.9 Licenses, Permits and Certifications

2.9.1 All Work requiring licenses and/or certifications must be performed by properly trained, licensed, and certified technicians.

2.9.2 Contractor must maintain current all licenses, permits, and certifications required for the performance of all Work at no additional cost to the County, including, but not limited to:

a. Business licenses,

b. Hazardous and non-hazardous waste and byproducts,

c. Paint spray booths,

d. Air-conditioning machines,

e. Environmental,

f. BAR emission,

g. BAR and ASE brake,

h. BAR lamp adjuster,

i. Pressure vessels,

j. Fire extinguishers,

k. Forklifts,

l. Tugs,

m. Chief Automotive Technologies (Chief) frame machine (a minimum of two certified employees required at Eastern Avenue),

n. Chief Genesis Velocity (Genesis) measuring system (a minimum of two certified employees required at Eastern Avenue), and

o. Body and Fender Repairs

- Collision Estimator, specifically, Damage Analysis & Estimating Certification Test (B6),
- ASE B-Series, or Inter-Industry Conference on Auto Collision Repair (I-CAR), or have an AAS/AS Degree in Auto Body/Collision Repair from an accredited college/trade school, and

- All Contractor employees who operate the Chief Automotive Technologies (Chief) frame machine and the Chief Genesis Velocity (Genesis) measuring system must have current documented training and certification on both of these systems.

Contractor is responsible for all fines associated with Contractor's failure to timely procure proper licenses, permits, and certifications.

2.9.3 Contractor must collaborate with the County to obtain and maintain current all pressure vessel (e.g., air tanks) permits for all repair locations (except for Eastern Avenue), listed in Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW.

2.9.3.1 Contractor must ensure that all pressure vessel permits are reviewed as part of the repair location inspection and maintenance program and must notify County Project Manager 60 Days prior to the expiration of any pressure vessel permit.

2.9.3.2 Contractor must document the date of expiration of all permits in its Monthly Report.

2.9.4 Contractor and Subcontractor personnel, who may operate Vehicles in the course of their duties, must have a current and valid California Driver's License (CDL) applicable to the Vehicle class they are driving.

2.9.4.1 To properly road test and/or transport affected Vehicles to Subcontractors or other repair locations, Contractor must ensure that its employees providing road tests and/or Vehicle transport Services at the repair locations listed below possess the following CDLs:

a. Eastern Avenue

- Class A with Passenger (P) endorsement and either Tanker (N) and Hazardous Materials (H) endorsements, or the combined X endorsement, and be qualified to operate Vehicles equipped with air brakes,
- Class B with Passenger (P) endorsement and be qualified to operate Vehicles equipped with air brakes, and
- Class M.

b. Pitchess Detention Center

- Class A with Passenger (P) endorsement and either Tanker (N) and Hazardous Materials (H) endorsements, or the combined X endorsement, and be qualified to operate Vehicles equipped with air brakes and
- Class B with Passenger (P) endorsement and be qualified to operate Vehicles equipped with air brakes.

c. Men's Central Jail

- Class A with Passenger (P) endorsement and either Tanker (N) and Hazardous Materials (H) endorsements, or the combined X endorsement, and be qualified to operate Vehicles equipped with air brakes, and
- Class B with Passenger (P) endorsement and be qualified to operate Vehicles equipped with air brakes.

2.9.4.2 Contractor personnel must not operate any County Vehicles outside of the repair location for reasons other than as required and appropriate for the specific repair.

2.9.5 All Contractor employees who perform brake system inspections and/or other brake Work on Vehicles must, at a minimum, be certified/licensed to perform such Work by ASE or BAR. Employee certifications must be appropriate to the Vehicles requiring inspection and/or repair (e.g., ASE medium/heavy truck, bus, automobile, or BAR class A, B, or C).

2.9.5.1 Contractor employees who perform brake system Work on Department motorcycles must, at a minimum, be OEM-certified by the motorcycle manufacturer to perform such Work. Employee OEM training must be appropriate for the motorcycles requiring inspection and/or repair. In lieu of OEM training, employees may submit evidence of comparable brake training (e.g., a certificate/diploma from an accredited motorcycle repair training program/school) for written approval by County Project Manager prior to performing such Work.

2.9.5.2 Contractor employees may, if approved by County Project Manager, perform brake system Work on Vehicles, including motorcycles, during the first 90 Days of their employment, provided an OEM-certified Contractor employee (ASE or BAR), inspects all such Work. Contractor must ensure such information is documented in the ShopFax Repair Order.

2.9.5.3 Contractor must inspect and warrant all brake Work performed on all Vehicles by Subcontractors prior to returning the Vehicle to service.

2.9.5.4 Any exception to the certification/licensing requirements must be pre-approved in writing by County Project Manager.

2.9.6 Contractor must ensure technicians who perform Services to Vehicle systems [e.g., air conditioning, Compressed Natural Gas (CNG) fuel systems, Hybrid and all-electric propulsion system, passive-restraint airbag*, etc.] have valid certifications for the systems they are servicing.

*Prior to returning the Vehicle to service, Contractor must inspect and warrant all Work performed by Subcontractors and indicate the date and inspecting employee's name on the Repair Order.

2.9.7 Contractor must train and certify all employees who are required to inspect vehicle active-restraint seat belt systems prior to such employees inspecting such systems.

2.9.7.1 Contractor must inspect and warrant all Work on active-restraint seat belt systems performed on Vehicles by Subcontractors. Contractor must indicate the date and inspect employee's name on the Repair Order prior to returning the Vehicle to service.

2.9.8 All Contractor employees who perform headlight adjustments on Vehicles must be BAR licensed lamp adjusters. Contractor's licensed employees must 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 and approved by County Project Manager.

2.9.8.1 Contractor must staff at least two BAR licensed lamp adjusters to Work at the Eastern Avenue repair location.

2.9.9 Contractor personnel who perform Services to ERVs must be appropriately certified by the Emergency Vehicle Technician Certification Commission (EVTCC).

2.9.10 County Project Manager must provide written approval for any exception to the license, certificate, and training requirements.

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

2.10 Uniforms

2.10.1 Contractor personnel must wear County-approved identification badges and uniforms while providing Services at Department repair locations.

2.10.2 All identification badges and uniforms must be provided and maintained at Contractor's sole expense.

3.0 SHOPFAX – BACKGROUND AND CONTRACTOR RESPONSIBILITIES

As covered under the Fixed-Price portion of the Contract, Contractor must manage and maintain all aspects of ShopFax, including all software, software licensing, access point hardware and peripherals, and resident data.

3.1 ShopFax is an automated, cloud-based, asset management system licensed by the Department, which provides Fleet management and maintenance information for the Fleet. Both Contractor and Department staff use ShopFax 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.

3.2 All ShopFax records and data are proprietary to the Department.

3.3 There are currently 79 ShopFax user licenses in which the Department utilizes 15 access points, and Contractor utilizes 64 access points. As requested by the County, Contractor must obtain additional ShopFax licenses to fulfill the requirements of the Contract.

3.4 All repair locations listed in Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW, are connected to ShopFax and have one or more terminals, monitors, and printers.

3.5 Contractor Project Director must coordinate with and provide information to County Project Manager on all aspects of ShopFax, including data entry, reports, and procedures relating to Fleet management and maintenance issues.

3.6 ShopFax Administration

3.6.1 As covered under the Fixed-Price portion of the Contract, Contractor must purchase annual licensing and on-going system support, which must include all software updates, for the current 79 ShopFax user licenses from Snider. Contractor must install all updates to ShopFax within 30 Days of release by Snider.

3.6.1.1 ShopFax Expansion and Upgrades

Contractor must, at the County's request:

a. Expand ShopFax by adding additional access points, inclusive of hardware, additional ShopFax user licenses, and any other related licenses and support, in excess of the current 79 access points available as of the Work Start Date, to meet the needs and requirements of the Contract.

b. Upgrade ShopFax, thereby providing additional functionality, to meet the needs and requirements of the Contract.

Contractor must invoice the County for all costs associated with expanding and/or upgrading ShopFax as FFS-Direct Purchase as outlined in Paragraph 1.4.4.4 (FFS-Direct Purchase) of this SOW.

3.6.2 All ShopFax licenses purchased by Contractor on behalf of the Department must be registered to the "County of Los Angeles, Sheriff".

3.6.3 Contractor is responsible for overseeing all ShopFax operations and procedures.

3.6.4 Contractor must provide quality control for all ShopFax data-entry for all Vehicle data sets.

3.7 ShopFax Maintenance

3.7.1 ShopFax must 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.

Contractor must notify County Project Manager via phone or email within one hour of such emergency.

3.7.2 Contractor must ensure all access points are supplied with paper and ink cartridges appropriate to the individual printers at each ShopFax workstation.

3.7.3 Contractor must facilitate the maintenance of each ShopFax workstation, as well as each peripheral and/or peripheral component part for each ShopFax workstation, to minimize ShopFax downtime.

3.7.3.1 Contractor must maintain a minimum supply of at least one operational spare peripheral and/or peripheral component part for each ShopFax workstation to minimize ShopFax downtime. Such peripherals must be stored at Eastern Avenue, or as otherwise approved by County Project Manager. The peripherals and components include, but are not limited to: scanners, keyboards, wired and wireless mouses, computer terminals preloaded with required software, monitors, cables, routers, modems, and appropriately sized printers to fit all shop locations and access points, etc.

3.7.4 All Contractor costs to maintain and repair the existing 79 access points, peripherals, and peripheral components, listed in this Paragraph 3.7 (ShopFax Maintenance) are included in the Fixed-Price portion of the Contract.

3.7.5 All costs to maintain and repair new access points in excess of the original 79 access points available on the Work Start Date, including peripherals and peripheral components, listed in this Paragraph 3.7 (ShopFax Maintenance) must be invoiced to the County as FFS-Direct Purchase as outlined in Paragraph 1.4.4.4 (FFS-Direct Purchase) of this SOW.

3.7.6 Contractor must repair any inoperative access point hardware or components within five Business Days of notice to Contractor by County Project Manager and provide temporary replacements within two Business Days of notice to Contractor, when requested by County Project Manager.

3.8 ShopFax Report Modifications/Additions

Contractor must manage all ShopFax reporting functions and requirements detailed throughout this SOW, many of which are available as ready-made reports in ShopFax.

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

3.8.2 Contractor must modify and/or create ShopFax reports, or procure services from Snider to modify and/or create such reports, when requested by County Project Manager.

3.8.3 As needed, Contractor must purchase ShopFax report modifications requiring additional support and labor from Snider as FFS-Direct Purchase, pursuant to Paragraph 1.4.4.4 (FFS-Direct Purchase). Contractor must obtain prior written approval from County Supervising Contract Program Monitor prior to initiating any request for such report modification Services.

3.9 ShopFax Downtime

3.9.1 Contractor must operate, maintain, repair, and provide all necessary support and supplies for the ShopFax system to ensure total system and/or access points downtime does not exceed 20 business hours per year.

3.9.2 ShopFax system and/or access point downtime in excess of 20 business hours per year may result in Contractor invoice "credits" to the County in the amounts and manner listed in Attachment 10 (Performance Requirements Summary (PRS) Chart) to this SOW.

3.9.3 ShopFax downtime resulting from telephone company line/relay failures and/or other circumstances beyond the control of Contractor (e.g., force majeure) will not count against Contractor downtime.

3.10 ShopFax Data Security

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

3.10.2 ShopFax data must not be shared with, nor copied to any personal storage device or media (e.g., personal laptop computers or computing "pads," thumb drives, cellphones, CDs, DVDs, other similar personal digital assistants (PDAs), or the "Cloud"), without prior written consent of County Project Manager.

3.10.3 Contractor must 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. The 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.

3.10.4 Contractor must implement a data backup hardware system(s) which enables Contractor to a) create daily data back-up tapes, b) routinely review system discs, tapes, and other storage mechanisms for errors, and c) maintain effective off-site, long-term storage procedures for data back-up tapes.

3.10.5 Contractor must prepare a detailed ShopFax Data Security Manual that includes, but is not 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.

3.10.6 Contractor must deliver the draft ShopFax Data Security Manual to County Project Manager for review and/or written approval within five Business Days after the Work Start Date. County Project Manager reserves sole discretion to approve or request edits and changes to, the Data Security Manual.

3.10.7 Contractor must, upon expiration or termination of the Contract, ensure the Department retains fully operational and updated full-production ShopFax licenses for access points, plus any additional access points added to Fleet operations during the term of the Contract, inclusive of all required third-party software and licenses.

3.11 ShopFax, Use by Department Fleet Personnel

3.11.1 Department personnel, as designated by County Project Manager, must have unlimited access to ShopFax data related to Vehicle/equipment repair, maintenance, parts, and costs.

3.11.2 Department personnel may perform some ShopFax data entry for Vehicles including, but not limited to, creating a Vehicle record, Vehicle activation, Vehicle disposal and Vehicle communications equipment.

3.11.3 Contractor must recommend the necessary level of access to ShopFax for all Department personnel, subject to the approval of County Project Manager.

3.12 ShopFax User Training

3.12.1 Within the first 180 Days after the Work Start Date, as provided for under the Fixed-Price portion of the Contract, Contractor must engage Snider to provide an initial two-consecutive Business Day ShopFax training sessions at Eastern Avenue for all Department and Contractor Fleet personnel, as specified by County Project Manager. This training must be provided at no additional cost to the County.

3.12.2 Additionally, as provided under the Fixed-Price portion of the Contract, Contractor must engage Snider to provide eight hours of continuing ShopFax training on-site at Eastern Avenue, or online, on an annual basis and throughout the term of the Contract, in coordination with County Project Manager.

3.12.3 Contractor must 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 Snider.

3.12.4 Any additional training deemed necessary, and approved by County Project Manager, must be provided by Contractor, as included under the annual Fixed-Price portion of the Contract.

3.13 ShopFax Procedure Manual

Contractor must obtain the ShopFax procedure manual from Snider and provide copies to all designated Department and Contractor Fleet personnel, when requested by County Project Manager, within ten Days of any such request.

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

3.14 ShopFax – FuelFocus

3.14.1 Contractor must support all aspects of the ShopFax - FuelFocus (fuel system) interface. Contractor's responsibilities include the following:

a. Manually uploading 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.

   Department fuel system manual data download may be discontinued if an automated or direct interface module is developed and implemented for use by the County,

b. Obtaining 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,

c. Utilizing out-of-range mileage data filters, and

d. Monitoring out-of-range mileage data to prevent inaccurate mileage data from corrupting ShopFax PM scheduling information.

3.14.2 County Project Manager must approve changes to parameters of out-of-range mileage data filters.

3.15 Additional Information System/Services

3.15.1 Contractor must 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:

a. County-owned Vehicle computer scanner tools and any other Vehicle tools,

b. Magnetic Level Gauge (MLG) manuals,

c. ALLDATA online data,

d. CCC ONE Estimating,

e. Current Kelly Blue Books (electronic version), and

f. Data Acquisition Devices (DAD) [e.g., Electronic Stability Program (ESP) System 1, On-Board Diagnostics (OBD) Inspection System].

3.15.1.2 All licenses purchased by Contractor on behalf of the Department must be registered to "County of Los Angeles, Sheriff" throughout the term of the Contract and thereafter.

3.15.1.3 Contractor must install all equipment updates within 30 Days of their availability.

3.15.2 Contractor must pay all telephone/data communication line expenses for ShopFax and the ALLDATA internet service.

3.15.3 Contractor must notify the utility service provider within 30 minutes of a reported inoperative communication line(s) and request expedited utility service repair, when necessary.

4.0 FLEET MANAGEMENT SERVICES

4.1 Start-Up and Transition

Contractor must utilize industry best practices to efficiently transition the provision of Services from the previous Fleet contractor to Contractor. Contractor must timely address and complete all start-up and transition requirements set forth in this Paragraph 4.1 in a manner that does not disrupt, delay, negatively impact, or otherwise impede the outgoing contractor's Fleet operations.

4.1.1 Start-Up and Transition Period (STP)

4.1.1.1 STP begins upon the date of approval and execution of the Contract by the County. STP will be for a period of 90 Days, or as otherwise approved in writing by County Project Manager.

4.1.1.2 The County may provide office space for Contractor's use during STP at Eastern Avenue.

4.1.2 STP Requirements, Tasks

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

a. Mandatory Meetings

Attend all meeting(s) scheduled by County Project Manager during the STP and before the Work Start Date, as required to i) establish Contractor's understanding of the County's expectations, ii) finalize Contractor's Operational Plan which includes an Employee Safety Program and Manual, and iii) establish a timeframe for Contractor's staff completion of ShopFax training.

b. Regulatory Compliance

Prior to the Work Start Date, examine the condition of all Department repair locations and equipment and identify any repair location and equipment not compliant with local, city, county, state, or federal regulations. Contractor must recommend remedies for any non-compliant repair location and equipment, including costs, for inclusion in its Operational Plan. Each recommendation for inclusion

in the Operational Plan must have the written approval of County Project Manager prior to the Work Start Date.

i. Contractor will be entitled to a one-time only reimbursement to offset any Department repair location regulatory compliance costs when: 1) County-approved methods for cost calculations are used, 2) costs are pre-approved in writing by County Project Manager, and 3) costs are submitted for reimbursement in the format required by the County. Thereafter, all repair location compliance costs must be borne exclusively by Contractor throughout the term of the Contract.

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

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

iv. Contractor must make no alterations or improvements to repair locations without prior written approval of the County,

c. Interview employees who are employed by the outgoing Fleet contractor and make employment offers to potential new-hire employees, during after-hours or on weekends,

d. Provide as-needed pre-employment training to prospective Contractor employees, during after-hours or on weekends, at Contractor's sole expense,

e. Ensure that Contractor's employees, new hire employees, and those employees who are transitioning from the outgoing Fleet contractor to Contractor, undergo Department background checks pursuant to Paragraph 7.6 (Background and Security Investigations) of the Contract,

f. 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,

g. Provide County-approved uniforms and identification badges to Contractor employees,

h. Establish an agreed-upon comprehensive inventory for parts at all repair locations listed in Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW,

i. Establish agreements with its own supplier(s) to facilitate the transition with the outgoing Fleet contractor's vendors prior to the Work Start Date [refer to Paragraph 6.0 (As-Needed Sublet Services) below].

The Department recommends that Contractor coordinate with outgoing Fleet contractor to discuss options for ensuring a smooth transition of all required Services, including establishing contracts with outgoing Fleet contractor's Subcontractors and suppliers,

j. Set up all office locations. In addition to County-owned computers and terminals already provided by the Department, Contractor must supply and maintain "own-use" computers, printers, fax machines, and perishables (e.g., paper, ink cartridges, toner, etc.), as well as all accounts payable and payroll systems,

k. Install additional phones and workstations, if necessary, at repair locations, at no cost to the County, and upon written approval by County Project Manager. Additional terms of use for telephone and data transmission lines, as well as payment obligations, are outlined in Paragraph 3.15 (Additional Information Systems/Services) of this SOW,

l. Install all necessary safety equipment at all repair locations 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,

m. Provide Contractor's employees training on the County's procedures and requirements for Vehicle outfitting, preparation for decommissioning, cannibalization, Vehicle licensing, etc., as well as other requirements specified throughout this SOW,

n. Provide Contractor employee training on the use of County software, and

o. Obtain and maintain all employee and business permits, licenses, endorsements, and certifications. These include, but are not limited to, paint spray booths, hazardous materials, air conditioning machines, miscellaneous operating permits.

4.2 Work Start Date, Contractor Obligations

4.2.1 Formal Acceptance

Contractor must achieve formal acceptance from the County of its successful completion of all STP requirements. Such formal acceptance will mark the commencement of the actual day-to-day required Services, described herein as the "Work Start Date." The Work Start Date approved by County Project Manager will be documented on a Change Notice pursuant to Paragraph 8.1 (Change Notices and Amendments) of the Contract and will include a checklist of the completed STP requirements.

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

4.2.2 Initial Fleet Reconfiguration and Reassignment

Within ten Business Days after the Work Start Date, Contractor must review the entire Fleet and complete an initial Fleet reconfiguration and reassignment (Fleet-size adjustment) to ensure an accurate accounting of the current Fleet size. All County-approved reconfigurations and assignments will be memorialized via the Change Notice process described in Paragraph 8.1 (Change Notices and Amendments) of the Contract.

4.2.2.1 The review must 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.

4.2.2.2 Contractor must update ShopFax with the adjusted Fleet size data and properly assign Vehicles to the Fixed-Price Vehicle/equipment groups listed in Exhibit B (Price Sheet) to the Contract.

4.2.2.3 Contractor must review all Vehicles assigned to the FFS Vehicle categories to ensure proper assignment to those FFS categories in ShopFax.

4.2.2.4 The final assignment of Vehicles and/or equipment to Fixed-Price or FFS categories will be at the sole discretion of County Project Manager.

4.2.2.5 Contractor must 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.

4.2.2.6 County's Contract Program Monitoring staff will review Contractor's ShopFax data entry of the adjusted Fleet size to ensure accuracy. Contractor must document any and all corrections to all data entry errors or inconsistencies, under the supervision of County's Contract Program Monitoring staff, within five Business Days of the County's review. The adjusted Fleet size, as approved by County Project Manager, will take effect retroactively on the Work Start Date of the Contract.

4.2.3 Initial Vehicle/Equipment Assessment Period – Remedial Work

4.2.3.1 Notwithstanding the above, within 90 Days from the Work Start Date, Contractor must conduct an initial assessment of the current condition of all Vehicles/equipment assigned to the Fixed-Price groups.

4.2.3.2 During this initial assessment period, Contractor must submit written justification and supporting documentation to County Project Manager for each Fixed-Price Vehicle/equipment it

identifies as requiring remedial Work, including, but not limited to:

a. Overdue regular maintenance or Preventive Maintenance (PM),

b. Open Repair Orders, and

c. Deferred Work.

The County, at its sole discretion, may approve or deny Contractor's request for remedial Work.

4.2.3.3 All approved remedial Work must be invoiced to the County as FFS at the regular hourly labor rate specified in Exhibit B (Price Sheet) to the Contract.

4.2.3.4 Approval of any remedial Work will not be cause to move the Fixed-Price Vehicle/equipment to the FFS billing category.

4.2.3.5 Any required remedial Work not identified during the 90-Day initial assessment period must be completed under the Fixed-Price billing category.

4.2.4 Parts Inventory, Usage, Coding and Verification

There are approximately 50,000 "Active" part numbers in ShopFax. Contractor must, at Contractor's sole expense and with the prior written approval of County Project Manager, in association with a qualified Vehicle maintenance reporting standards (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 properly code those parts that still are not coded. (Note: ShopFax does not allow deletion of parts data from its database. ShopFax categorically labels inventoried parts as "Active" or "De-Activated").

4.2.4.1 Within 180 Days after the Work Start Date, Contractor must verify and update the VMRS codes for all parts entered into the ShopFax inventory.

4.2.4.2 Contractor must report the status of VMRS parts coding verification in each Quarterly Report, until completed and up to date.

4.2.4.3 Contractor must 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 ShopFax user must be able to query on "heater core" or "brake rotors" to extract all part information from ShopFax to a usage report).

4.2.4.4 Contractor must ensure the use of consistent units of measurement for similar automotive fluids, as approved by County Supervising Contract Program Monitor (e.g., quarts of motor oil, gallons of antifreeze, etc.).

4.2.4.5 Contractor must train ShopFax users to accurately apply VMRS coding to parts as they are added to ShopFax throughout the term of the Contract. Contractor must propose the method for training and obtain approval for such from County Project Manager prior to any such training.

4.2.5 Detailed Equipment Specifications

4.2.5.1 Contractor must 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 Attachment 9 (Detailed Equipment Specifications, ShopFax) to this SOW.

4.2.5.2 Contractor must obtain written approval from County Project Manager prior to making any update(s) to the Detailed Equipment Specifications.

4.2.6 Tools and Equipment, Initial Inventory

Within 120 Days after the Work Start Date, Contractor must conduct, in coordination with the Department, an initial joint inventory and inspection of County-furnished tools and equipment to be used. Each tool and piece of equipment, its location, and operating condition will be jointly agreed-to and documented. The form and format of the inventory documentation will be at the direction of County Project Manager.

4.2.7 ShopFax Fleet Codes Procedures Review

Within 180 Days after the Work Start Date, Contractor must conduct an initial review of all ShopFax “Fleet Codes” procedures. Contractor must recommend changes or improvements to County Project Manager.

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

4.2.8.1 Contractor must provide County Project Manager with quarterly progress reports during the first year of the inventory and record review. The progress report must be included in each Quarterly Report.

4.2.8.2 Within one year of the Work Start Date, Contractor must perform a complete physical inventory of all in-service Vehicles, which are “Active” in ShopFax as identified during the initial Fleet reconfiguration and reassignment. (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.”

4.2.8.3 Contractor must create a Vehicle inventory form. The form and format of Contractor's Vehicle inventory form must be as approved, in writing, by County Project Manager.

4.2.8.4 Contractor must, at a minimum, verify and capture Vehicle year, make, model, color, description, Vehicle Identification Number (VIN), other Detailed Equipment Specifications as listed in Attachment 9 (Detailed Equipment Specifications, ShopFax) to this SOW, and other Vehicle information as specified by County Project Manager.

4.2.8.5 Record Review

Contractor must 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 must include at minimum: Vehicle/equipment year, make, model, color, description, VIN, emergency or non-emergency classification, ShopFax equipment type, ShopFax "Fleet Codes," other Detailed Equipment Specifications as listed in Attachment 9 (Detailed Equipment Specifications, ShopFax) to this SOW, and other Vehicle information as specified by County Project Manager.

4.2.8.6 Once data is verified and approved by County Project Manager, Contractor must correct, update, and/or add Vehicle data to ShopFax.

4.3 Operational Plan

4.3.1 Contractor's Operational Plan is a detailed document written, maintained, and followed by Contractor, and approved initially and annually by the County, outlining "what, where, and how" the required Services will be provided by Contractor. Contractor's Operational Plan must, at a minimum, include:

a. Remedies for facility non-compliance, including costs, and Contractor's timeline and methods to affect all required repairs,

b. Planned hours of operation, by repair location,

c. Complete staffing levels, by job classification and repair location,

d. Employee benefits program for Contractor employee-planned holidays and other time-off benefits,

e. PM Program, including any modifications which may be required by the County,

f. A repair location environmental compliance program,

g. Maintenance and repair program for County-furnished repair locations, tools and equipment,

h. Energy saving measures, identifying all measures Contractor has implemented, or plans to implement (e.g., such as a closing checklist for turning off lights, etc.). Contractor must also provide this information in the Annual Report as required in Paragraph 13.5 (Annual Report) of this SOW,

i. Hazardous material spill containment plan (HMSCP) and Hazard communications program (HCP),

j. Employee safety program and manual,

k. Fleet record management program,

l. Clean fuel program,

m. Warranty information management,

n. OEM recall programs and Technical Service Bulletins,

o. Quality Control Plan, and

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

4.3.2 Immediately after the Contract is executed, Contractor must submit its Operational Plan to County Project Manager for review.

4.3.3 Within 90 Days after the Work Start Date, Contractor must work with the County to finalize its Operational Plan.

4.3.4 Contractor must update the Operational Plan objectives annually, based on Contractor's Annual Report required pursuant to Paragraph 13.5 (Annual Report) of this SOW, and Contractor's prior year's Work performance, as determined by County Project Manager. Contractor must deliver an updated Operational Plan annually to County Project Manager for approval, within 30 Days after the anniversary of the Contract's effective date.

4.3.5 Employee Safety Manual

4.3.5.1 Contractor must deliver an electronic draft of its employee safety manual with the Operational Plan required under this Paragraph 4.3 (Operational Plan). The safety manual must include comprehensive instructions in safe job practices, as well as safe operating instructions for selected equipment. Contractor must edit and update the draft manual for final approval by County Project Manager prior to distribution to Contractor employees. The safety manual is in addition to the quick reference training booklet requirement specified in Paragraph 2.8.8 above.

4.3.5.2 Contractor must provide an electronic copy of its approved safety manual to all employees performing Work under the Contract within 90 Days after the Work Start Date (including any

new hires). Contractor's employees must sign an acknowledgment of receipt of the safety manual, in a form and format acceptable to County Project Manager.

4.3.5.3 Safety manual updates: Contractor must provide 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.

4.3.5.4 Upon completion of safety-related training, Contractor must require employees to sign a verification form indicating they have been trained in and understand the safe operation of each piece of equipment being used.

4.3.5.5 Contractor must maintain all employee safety manual acknowledgment-of-receipt forms at Eastern Avenue throughout the term of the Contract, and for a period of five years after Contract expiration/termination.

4.3.5.6 Failure to Comply with County Safety Requirements

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

b. None 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.

4.4 Repair Order Processing

The ShopFax Repair Order functions as a complete, standalone document that clearly and accurately reflects the Work requested, Work authorizations issued, parts issued, and Work performed.

The status of Vehicles is based upon open and closed Repair Orders with current and accurate ShopFax "repair reasons."

4.4.1 Unless otherwise specified herein, Contractor must open a Repair Order in ShopFax immediately when a Vehicle is brought in for Service. All Repair Orders must be closed within two hours of repair completion.

4.4.1.1 Repair Order, Exception

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),

b. The Vehicle is located at its home UOA repair location (patrol stations only), and

c. The Vehicle is normally garaged at its home UOA repair location (patrol stations only).

Contractor must open Repair Order at the time the PM Service Work begins. This exception may be changed on a case-by-case basis with the authorization of County Project Manager.

4.4.2 Out-of-Service Rates

An out-of-service Vehicle is one that has been received by Contractor for repair or PM Work.

4.4.2.1 Contractor must monitor the out-of-service rates for each UOA in the Fleet throughout the term of the Contract.

4.4.2.2 Contractor must 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, and/or damage due-to-accident (DTA),

b. Out-of-service date and time,

c. Estimated available date and time,

d. Out-of-service condition reason (e.g., breakdown/overheat, PM),

e. Estimated cost of repair, and

f. Warranty status of repair, verified through ShopFax information and/or Contractor files.

4.4.2.3 Contractor must calculate and record the out-of-service rate, in real time*, based on the most current Repair Order data in ShopFax.

*The real-time out-of-service time versus the availability of 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 DTA, OEM recall, hold for inspection, etc.

4.4.2.4 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 Paragraph 4.4.2.6 (Exceptions) below.

4.4.2.5 Contractor must ensure the out-of-service rate does not exceed the maximum number of Vehicles, by category, allowed to be out-of-service at any one time for any of the Department's UOAs [refer to Attachment 6 (Out-of-Service Rates) to this SOW].

4.4.2.6 Exceptions

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

a. Vehicles for which Contractor is waiting for a decision from Department recommending disposal or waiting for approval from Department to repair,

b. Out-of-service Vehicles or other Vehicles under Department control (e.g., hold for the Department, hold for inspection, manufacturer's recall, etc.),

c. Vehicles awaiting PM service only, but that are i) otherwise operational, ii) physically located at a Vehicle's UOA which also has a Contractor-staffed repair location, and iii) normally garaged at Vehicle's UOA,

d. Vehicles that are out-of-service as a result of an accident/collision, and

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

4.4.2.7 Contractor Remedy for Non-Compliance

a. At Contractor's sole expense and in accordance with its Fixed-Price service obligations to the County, Contractor must immediately provide overtime and/or additional staff to repair Vehicles assigned to UOAs and categories when Vehicles exceed their maximum Vehicles out-of-service rate.

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

4.4.3 Contractor must capture accurate and complete parts information on all Repair Orders. Parts information on Repair Orders must include VMRS code, description, manufacturer, part number, and cost.

4.4.4 Contractor must enter labor times using a barcode scanner to facilitate the capture of real-time information.

Notwithstanding the above, in the event of a barcode scanner failure, Contractor must manually enter labor-time data into ShopFax, but only on a temporary basis.

4.4.5 Contractor must ensure quality control on all Repair Order data input into ShopFax, including, but not limited to, accurate repair reasons, all issued Work authorizations, parts issued, and Work performed. Contractor must ensure all written instructions or comments are inputted, using correct English grammar and spelling.

4.4.6 Contractor must notify the Vehicle's driver or other responsible party, via telephone, email, or other County-approved method, within one hour of repair completion and quality inspection. Contractor must provide the following upon Vehicle pick-up: a) the completed Repair Order, b) original Driver's Vehicle Condition Report, and c) signed PM and Inspection Checklists.

4.4.6.1 Contractor must notify Department Fleet management personnel of Vehicle completion after two failed attempts failed to reach the Vehicle's driver or responsible party.

4.5 Repair History Review

Contractor must gather data for the repair history review from ShopFax, Contractor's records, or dealers/suppliers of engines and transmissions.

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 has been documented on the Repair Order, and/or determine if the needed repairs are reworks or quality control comebacks.

4.5.1 Repair Order, General

When opening a Repair Order in ShopFax, Contractor must review the Vehicle's last year of repair history, or last 100 hours of repair history for off-road Vehicles.

4.5.2 Repair Order, Engines and Transmissions

When opening a Repair Order in ShopFax for a major engine or transmission repair or replacement, Contractor must review the Vehicle's repair history for the last three years, or the last 300 hours for off-road Vehicles, to determine whether the needed repairs are covered by any warranty.

Contractor must input and maintain all warranty data in ShopFax, pursuant to Paragraph 8.5 (After-Market Manufacturer Warranties) and Paragraph 8.6 (Warranty Record Requirements) of this SOW.

4.6 Repair Order Data Entry Detail

4.6.1 All Repair Orders must contain the following in the "Comments" section of the Repair Order: (a) Complaint, (b) Cause, and (c) Correction. Contractor must use all required data-entry fields unless otherwise directed by County Project Manager, including, but not limited to:

a. Instruction Field: Contractor must enter the Work requested, as well as any Vehicle operator complaints. Vehicle operator complaints must be identified as originating from the driver or other responsible party. The description must document how the complaint was received (e.g., verbally or from the Driver's Vehicle Condition Report).

b. Driver Name Field: Contractor must enter the full first and last name of the driver or responsible party requesting the Work in the "Driver Name" field.

c. Driver Phone Number Field: Contractor must enter the callback number, including area code, of driver or responsible party requesting the Work.

4.6.2 Contractor must document Work approval in the "Comments" section of each FFS Repair Order. Documentation must 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.

4.6.3 Contractor must record labor times on all Repair Orders, including any authorized exceptions (as listed throughout this SOW).

4.6.3.1 The County will not pay more for FFS repairs than the listed MLG manual labor time standard, unless authorized in advance by County Project Manager.

4.6.3.2 Contractor must record industry standard flat-rate labor times on Repair Orders when required by County Project Manager.

4.6.3.3 Where industry standard flat-rate times do not exist, Contractor must use industry averages as approved by County Project Manager.

4.6.3.4 When neither industry standard flat-rate times nor industry averages exist, Contractor must solicit competitive labor hour bid estimates, as approved by County Project Manager.

4.6.4 Repair Orders for deferred Work, as defined in Paragraph 5.17 (Deferred Work) of this SOW, must include (when applicable), but not be limited to:

a. FFS approvals,

b. Name and phone number of the person who directed specific Work to be deferred,

c. Explanation of why certain repairs were not completed, and

d. Date Vehicle is scheduled to return for deferred Work repairs.

4.6.5 Deferred Work Review

4.6.5.1 Contractor must perform a review of deferred Work in ShopFax on the first and third Monday of each month.

4.6.5.2 Contractor must contact Vehicle driver or other responsible party, by telephone or via email, to re-schedule deferred Work that is overdue, unless otherwise directed by County Project Manager.

4.6.5.3 Contractor must advise County Supervising Contract Program Monitor when the driver or responsible party fails to bring in Vehicles for deferred Work as scheduled.

4.6.5.4 Contractor must clear all completed deferred Work from ShopFax.

4.6.6 Scanned Error Review

A scanned error in ShopFax is a Repair Order that is incorrectly voided or released into Repair Order history prior to repair data being fully uploaded by the Technician.

4.6.6.1 Contractor must perform a ShopFax scanned error review daily.

4.6.6.2 Contractor must make necessary corrections immediately, in accordance with processes established by Snider and approved by County Project Manager.

4.6.6.3 Contractor must not delete scanned errors from ShopFax without prior written authorization from County Project Manager

4.7 Labor Time Estimates, Mechanical Repairs

4.7.1 Labor Time Standards, Mechanical Repairs

Under the Fixed-Price portion of the Contract, Contractor must purchase the most current electronic MOTOR Labor Guide (MLG) manuals for all Vehicles currently in the Department's inventory. Contractor must also purchase sufficient Labor Time Guide subscriptions, approved by County Project Manager, to accommodate a minimum of seven computer workstations (locations to be determined by County Project Manager).

4.7.1.1 The most current MLG manuals and/or ALLDATA online data, whichever lists less labor time, will function as the labor time standards for all mechanical repairs and must not exceed the labor time allowance.

4.7.1.2 For labor time allowances for mechanical repairs on Vehicles not covered by an appropriate MLG manual and/or ALLDATA online data, Contractor must 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.

4.7.1.3 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 must be made with prior written approval from County Project Manager.

4.7.1.4 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.

4.7.1.5 In no event must such estimates exceed MLG manuals, ALLDATA Estimator, or other County-approved estimating guide for labor time allowances.

4.7.2 Contractor must provide repair estimates on separate repair estimate forms and not as a part of the Repair Order. Contractor must provide verbal estimates for all quick-fix repairs immediately to County Project Manager.

4.7.3 Contractor must complete all mechanical repair estimates within one Business Day of receipt of all Vehicles submitted for FFS repairs.

4.7.4 The County may grant an extension of time to Contractor for completing a repair estimate, for non-quick-fix repairs, only when justified by Contractor and approved by County Project Manager. Such time must not exceed five Business Days.

4.7.5 The County will not grant extensions of time for completing a repair estimate for quick-fix repairs.

4.7.6 Contractor must provide a mechanical repair estimate with any request to move a Vehicle from the Fixed-Price to FFS billing category, pursuant with Contractor's obligation to provide the County with replace-versus-repair recommendations [refer to Paragraph 5.3.6 (Replace vs. Repair Recommendations) below].

4.8 Labor Time Estimates, Accident, Body, and Paint Repairs

Contractor's accident repair estimates must be in accordance with accepted industry standards for each repair. In no event must such estimates exceed the CCC ONE Estimating or other County-approved estimating guide for parts cost and labor time allowances.

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

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

4.9 Excessive Repair Time Estimates

4.9.1 When County Project Manager determines Contractor's repair estimate to be excessive or inappropriate, or Contractor's workmanship has failed to meet Contract Work standards, County Project Manager will have the sole

discretion to send the Vehicle to outside vendors for estimates and/or repairs.

4.9.2 Contractor must 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 markup as applicable. Contractor must apply such credit to the County's most current invoice.

4.10 General Repair Time Requirements

4.10.1 Contractor must generally complete repairs within three Business Days from either the Day the Vehicle is brought to a repair location, or 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 County Project Manager. Exceptions to the three-Business-Day requirement are identified under Paragraph 4.12 (Specific Repair Time Requirements) below.

4.10.2 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.

4.11 Failure to Complete Timely Repairs and/or Request Extensions

4.11.1 Contractor's failure to complete Work within the general repair time requirements or failure to receive a written extension of time will, in addition to other remedies, result in the County's assessment of liquidated damages pursuant to Attachment 10 (Performance Requirements Summary (PRS) Chart) to this SOW. In addition, the 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.

4.11.2 Contractor must credit the County for the total of all invoice costs paid by the County to any outside vendor(s), inclusive of, but not limited to, vendor's labor, parts, taxes, and transportation costs, as applicable. Contractor must also credit the County, when applicable, to the County's fully burdened labor costs, plus parts, taxes, and transportation costs, as applicable.

4.11.3 Contractor must apply such credit to the County's most current invoice following completion of repairs. Such credit must include all assessed liquidated damages, as applicable.

4.12 Specific Repair Time Requirements

Fleet repairs and/or Services must be completed within three Business Days or less, without regard to the magnitude or quantity of repairs, with the following exceptions:

a. All Vehicles and motorcycles requiring complete engine, transmission, differential, or transfer case replacement must be completed within five Business Days,

b. All motorcycles requiring a top-end overhaul, in addition to other maintenance/repairs, must be completed within five Business Days,

c. Heavy trucks/tractors/buses with a Gross Vehicle Weight Rating (GVWR) of 22,000 lbs. or more, requiring engine, transmission, differential, final drives, transfer case, or frame replacement must be completed within 15 Business Days,

d. Off-road equipment and trailer repairs must be completed within five Business Days, and

e. Off-road 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 must be completed within 15 Business Days, unless otherwise determined by County Project Manager.

4.13 Exceptions to Repair Time Requirements

4.13.1 The County may grant exceptions to repair time requirements requested by Contractor, prior to repair time expiration, on a case-by-case basis. County Project Manager will authorize or deny such request in writing.

4.13.2 Other exceptions may include, but are not limited to, electronic instrument panel repairs, Vehicle OEM warranty repairs, and very specialized work such as tanker and boom certification.

4.14 The County will enforce all repair time requirements for all subcontracted Work.

5.0 MAINTENANCE AND REPAIR

Contractor must perform the Services specified throughout this Paragraph 5.0 and other related Services as may be required to assure the continuity of effective and economical operation of the Department's fleet.

5.1 General Vehicle Repairs

5.1.1 Contractor must prioritize the repairs for ERV Vehicles and inmate transport buses unless otherwise directed by County Project Manager.

5.1.2 Contractor must perform all Vehicle repairs in a manner consistent with contemporary professional standards. All repairs must be completed in the most expeditious manner possible, and the quality of workmanship must be equal to or greater than OEM standards. Repairs requiring licensing or certifications must be performed by technicians currently possessing the valid licenses or certificates required to perform such repairs.

5.1.3 Contractor must not service, nor provide any Work, on Vehicles that are not part of the Fleet listed in Attachment 1 (Vehicle and Equipment List) to this SOW, at any Department repair location, unless specifically authorized to do so, in writing, by County Project Manager.

5.1.4 FFS Vehicle maintenance and repair Work is described in Paragraph 1.4.4.2 (FFS Detail) of this SOW and will apply to all FFS category Vehicles as listed in Attachment 1 (Vehicle and Equipment List) to this SOW, 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.

5.1.5 Comprehensive Service

Contractor must provide comprehensive maintenance and repair Services for all Vehicles, which includes the following:

5.1.5.1 Multi-Point Inspection Eastern (MPIE)

a. Contractor must ensure that all Vehicles receiving repair Services at Eastern Avenue, receive a MPIE prior to leaving the repair location (with the exception of PM and quick-fix repairs). The MPIE must include, but not be limited to:

   i. Final inspection of the originally requested repairs,

   ii. Inspection of the condition of all safety-related items, and

   iii. Inspection of the overall operating condition of the Vehicle [refer to Attachment 5 (Preventive Maintenance and Other Inspection Checklists) to this SOW].

b. Quick-Fix Safety Inspection (QFSI)

Contractor must ensure that all Vehicles receiving quick-fix repairs are given a QFSI prior to leaving any repair location. The QFSI must include, but not be limited to:

   i. Final inspection of the originally requested repairs, and

   ii. Inspection of all items listed in Attachment 5 (Preventive Maintenance and Other Inspection Checklists) to this SOW.

c. 16-Point Inspection

All Vehicles repaired at any repair location, except for Eastern Avenue and any Vehicles receiving a PM or a quick-fix repair, must receive a 16-point inspection,

d. Repair history reviewed,

e. Warranty data reviewed and/or completed,

f. All Vehicle systems and components that do not function as designed, or do not meet OEM or state-mandated specifications/requirements, are identified and repaired,

g. Emission Testing

- Contractor must provide annual and/or biennial emission testing for all Vehicles, following the requirements of all

local, state, and federally mandated programs in effect each calendar year.

- Contractor must establish emission testing service agreements with Subcontractor for any Vehicles requiring a “change of ownership emission test”. Such agreements must be established pursuant to Paragraph 8.39 (Subcontracting) of the Contract. BAR prohibits government-operated fleets from administering a “change of ownership” emission test.
- Contractor must drive 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.
- Upon sale, County-contracted auction vendors must provide emission certificates to the new owners of disposed auctioned Vehicles,

h. All local, state, and federally-mandated safety, campaigns and OEM recalls must be performed, including any Technical Service Bulletin upgrades which are due,

i. All required repairs and maintenance, whether performed by Contractor or a County-approved Subcontractor, must be performed to comply with OEM specifications and warranties, Contract requirements, generally accepted Fleet practices, and procedures outlined by the BAR for the California 1971 Automotive Repair Act, as approved by County Project Manager,

j. 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, and

k. Deferred Work, as described in Paragraph 5.17 (Deferred Work) below, must be authorized by County Project Manager prior to releasing or authorizing Vehicle for additional Deferred Work.

5.1.6 Repair Record Requirements

Upon completion of Fleet maintenance or repairs, Contractor must provide the Vehicle’s driver or Department representative with copies of the original Driver’s Vehicle Condition Report; the completed Repair Order(s), including any vendor warranty and/or recall Repair Order; and the signed PM and inspection checklists listed in Attachment 5 (Preventive Maintenance and Other Inspection Checklists) to this SOW.

5.1.7 Contractor must provide fabrication Services as required by the County. “Fabrication” is defined as the construction and/or reinforcement of Vehicle components. Fabrication does not include refurbishing of, or minor modifications to, existing components. Contractor must invoice the County for fabrication Services as FFS at the Body Repair regular hourly labor rates pursuant to Exhibit B (Price Sheet) to the Contract.

5.1.7.1 Fabrication Services will be required for, but 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, ballistic protection and prisoner containment system, and electrical wiring packages.

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

5.1.7.3 Contractor may purchase components from outside sources when approved by County Project Manager.

5.1.7.4 Electrical Wiring Packages

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

a. Contractor must use special purpose cross-linked (SXL) insulation automotive wire for all automotive emergency and communication equipment, trailer, and accessory wiring on Vehicles. Contractor may use general-purpose cross-linked (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.

b. Contractor must use marine grade wiring for all marine applications.

c. Contractor must design, build, and warrant Vehicle wiring packages to perform without failure for a period of ten years and/or 150,000 miles consistent with industry standards.

d. Contractor must, within five Business Days of completion of Vehicle outfitting, provide to County Project Manager three copies of wiring diagrams and schematics of each fabricated electrical wiring package for all installed accessory and emergency equipment.

e. Contractor must maintain all wiring diagrams and schematics on site at Eastern Avenue, to ensure easy accessibility to the County and Contractor's mechanical personnel. The final storage format and file organization method for all wiring diagrams (e.g., electronically with print capability and/or as hard copies) must be pre-approved by County Project Manager.

5.1.7.5 Modifications

Contractor must provide modification Services as specified by County Project Manager. "Modification" is defined as the alteration of a Vehicle, piece of equipment, or previously fabricated component.

a. Contractor must provide modifications to Vehicles and/or components, including, but not limited to: lights, wiring, locks, utility boxes, Vehicle interiors and exteriors, ballistic protection and prisoner containment system.

b. Contractor must invoice the County for modification Services as FFS at the Body Repair regular hourly labor rate, in accordance with Exhibit B (Price Sheet) to the Contract.

5.1.7.6 Installation, Miscellaneous

Contractor must provide installation Services as directed by County Project Manager. "Installation" means the addition of equipment on or in Vehicles at any time during a Vehicle's service life, after Vehicle outfitting is completed.

a. Installation Services include, but are not 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, ballistic protection and prisoner containment system, 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.

b. Contractor must invoice the County for installation Work as FFS at the Body Repair regular hourly labor rate, in accordance with Exhibit B (Price Sheet) to the Contract.

c. The County makes no guarantee that such Work may be required of Contractor during the term of the Contract.

d. The County has the sole discretion to outsource certain installations, including, but not limited to, window tinting, alarms, and lift gates to Subcontractors, when County

Project Manager determines Subcontractor to be more efficient, or when such installation requires specialized skills.

5.1.8 Contractor must conduct a road or appropriate operations test on all Vehicles that have had safety-related repairs or adjustments (e.g., brakes, steering, aerial lift, etc.), at no additional charge to the County. These Vehicles must be deemed safe to operate by Contractor prior to being returned to service.

5.1.8.1 Contractor must supply out-of-service light bar covers approved by County Project Manager. All Contractor employees and Subcontractors who drive ERVs with light bars on public roads must utilize the approved out-of-service light bar covers at all times.

5.1.9 Vehicles required to be transported outside of Department repair locations for Services must be transported by Contractor at no additional charge to the County.

5.1.9.1 Should Department personnel be required to deliver Vehicles to any Subcontractors due to Contractor's inability to transport such Vehicles, or to meet Contract repair time requirements, and not due to election by the Department, Contractor must credit the County at the FFS Mechanical Repair regular hourly labor rate for heavy Vehicles listed in Exhibit B (Price Sheet) to the Contract for the total time required to transport the Vehicle to and from Subcontractor.

5.1.9.2 Contractor must issue such credit to the County within the same month as the repairs are completed. If Contractor fails to credit the County on the appropriate invoice, the County may, at its sole discretion, deduct that amount from the following month's invoice, plus a six percent administrative fee.

5.1.10 All BAR rules governing ball joint replacement, transmission replacement and other replacement items are applicable to Contractor.

5.1.11 Contractor must perform headlight alignment on all Vehicles requiring headlamp replacement prior to returning the Vehicle to service. Contractor must document the headlight adjustment on the ShopFax Repair Order.

5.1.12 Prior to returning any Vehicle for Service, regardless of whether maintenance and repairs were performed by Contractor or Subcontractor, Contractor must conduct a quality control check to ensure that the Vehicle is ready to be released by completing the Quality Control Sheet and road test, as applicable.

5.1.13 Contractor must perform warranty repairs and/or recalls as appropriate and authorized by the OEM. Contractor must accept OEM labor times as full compensation for Work performed under OEM in-house warranty programs. Claims rejected by the OEM under an in-house program due

to Contractor's errors and/or omissions and which are unable to be revised to the satisfaction of the OEM must be performed at no charge to the County.

5.2 Lock and Key Replacement

Contractor must provide lock and key replacement Services for all Vehicles.

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

5.2.1.1 Contractor must obtain authorization from County Project Manager prior to performing any key replacement Services.

5.2.1.2 Within one hour of the County's request, Contractor must provide additional or replacement non-electronic security Vehicle keys (up to 12 keys per hour).

5.2.1.3 Contractor must invoice the County for keys as FFS-Direct Purchase at Contractor's actual cost plus tax, plus an administrative handling fee not to exceed six percent of the actual cost.

5.2.2 Electronic Security (micro-chipped) Keys

5.2.2.1 Contractor must obtain authorization from County Project Manager prior to purchasing electronic security (micro-chipped) keys from an approved outside vendor.

5.2.2.2 Contractor must invoice the County for keys as FFS-Direct Purchase at Contractor's actual cost plus tax, plus an administrative handling fee not to exceed six percent of the actual cost.

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

5.2.3 Contractor is responsible for the cost of replacing lost or missing keys due to Contractor's negligence.

5.3 Vehicle Accident Repairs

Contractor must process all Fleet accident repairs, including, but not limited to, opening an Accident Repair Order in ShopFax, transporting 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.

5.3.1 Contractor's Accident Repair Order must include the following:

a. The Department File Number for the Vehicle Accident Report 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, on the Work Start Date.

b. Contractor's Replace vs. Repair (RVR) recommendation pursuant to Paragraph 5.3.6 (Replace vs. Repair Recommendations) below,

c. The amount of time necessary to receive the decision to repair or replace from County Project Manager, if applicable,

d. The number of labor hours required to complete all repairs,

e. All paint material costs [refer to Exhibit B (Price Sheet) to the Contract], and

f. The estimated date of completion and return-to-service date.

5.3.2 Full-Color Digital Images

Contractor must, immediately upon receipt of any Vehicle involved in an accident (regardless of severity) and as determined by County Project Manager, take full-color digital photos of the repair while in process, capturing supplemental repairs, hidden damage and repair stages of the process and, at minimum, all four 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.

5.3.3 Contractor must begin the 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 pursuant to Paragraph 5.3.4 (Accident Damage, Initial Estimate) below.

5.3.3.1 Contractor must open a Tracking Repair Order to accompany the initial Accident Repair Order (refer to Paragraph 5.3.1 above) to track the total out-of-service time of the Vehicle, regardless of accident and/or mechanical repairs.

5.3.3.2 A Tracking Repair Order is used to track Vehicle movement from one repair section to another and the total out-of-service time of the Vehicle.

5.3.3.3 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). Contractor must move such Vehicles from one repair section to another repair section as necessary.

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.

5.3.3.4 The Tracking Repair Order must not be closed until all Work is completed.

5.3.3.5 Contractor must document Vehicle out-of-service time on the Monthly Report as specified in Paragraph 13.3 (Monthly Report) of this SOW. The Monthly Report must include the estimated date of completion and return-to-service date for all Vehicles out-of-service due to accident.

5.3.4 Accident Damage, Initial Estimate

Contractor must prepare an estimate for each Vehicle involved in an accident. Contractor's estimate must be a "net-cost-to-repair."

5.3.4.1 Contractor's estimate must consider the availability of cannibalized parts that may be used for the repair, if currently in inventory.

5.3.4.2 Contractor must include all labor costs to remove cannibalized parts from decommissioned Vehicles, when applicable, on the repair estimate and Accident Repair Order, in accordance with FFS and Exhibit B (Price Sheet) to the Contract.

5.3.4.3 Contractor must deliver the estimate to County Project Manager as follows:

a. Within two Business Days after receipt of any Vehicles with GVWR less than 22,000 lbs.

b. Within five Business Days after receipt of any Vehicle with GVWR greater than 22,000 lbs.

5.3.4.4 Contractor must 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.

5.3.5 Accident Damage, Second Estimate

Contractor must prepare an industry-standard "second estimate" showing the fully burdened market costs for repairs, with full-color digital pictures pursuant to Paragraph 5.3.2 (Full-Color Digital Images) above and submit it to County Project Manager upon completion of accident repairs. The second estimate may be used by the Department subrogation unit to recover the fully burdened market costs to repair the Vehicle.

5.3.6 Replace vs. Repair Recommendations

Contractor must provide the County with RVR recommendations for accident repairs.

5.3.6.1 Contractor must make RVR recommendations 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.

5.3.6.2 The RVR evaluation of mileage and repair costs for special trucks, vans, etc. must be based on reasonable Fleet practices

for Vehicle type and condition and be used as determined by County Project Manager.

5.3.6.3 RVR evaluation must include, but not be limited to the following:

a. Repair estimate,

b. Equipment replacement cycles in accordance with Department policies,

c. Equipment condition,

d. Equipment life-cycle cost, and

e. Current Kelly Blue Book value of Vehicle/equipment (or County-acceptable alternative if not available in Kelly Blue Book).

5.3.6.4 Exception to Repair Cost Evaluation

Certain repair costs that determine whether to repair or replace a Vehicle or piece of equipment may not be considered if these costs result from a lack of timely repairs, recalls, and/or maintenance that Contractor should have performed during scheduled Services and/or non-scheduled visits to Contractor-operated Department repair locations, as determined by County Project Manager. All costs must be included in the disposal recommendation estimate.

5.3.6.5 Vehicle Billing Category Change

As determined by County Project Manager, some Fixed-Price Vehicles may be transferred to a FFS category when Vehicles exceed the Department Replacement Guidelines and are determined to be uneconomical to repair or for other reasons.

5.3.6.6 The final decision to replace, repair, or reassign a Vehicle to FFS repair billing category will be at the sole discretion of County Project Manager.

5.3.6.7 The RVR must accompany the initial estimate in accordance with the timelines described in Paragraph 5.3.4 (Accident Damage, Initial Estimate) above.

5.3.7 Accident Repair Time Requirements

Contractor must meet all accident repair time requirements listed in this Paragraph 5.3.7, unless specifically authorized an extension of time, in writing, by County Project Manager. Repair times are defined for the following repair categories:

5.3.7.1 Quick-Fix Accident Repair

Contractor must complete all quick-fix accident repairs within three Business Days of written approval by County Project Manager.

Quick-fix accident repair means a body/paint repair that is estimated to take seven 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. Quick-fix accident repairs include, but are not limited to:

a. "Bottom outs" that require the removal and/or subsequent replacement of the radiator or air conditioning condenser, if required,

b. Recharging air conditioning system and straightening bent radiator supports,

c. Replacing and painting a new or cannibalized part, such as a door, fender, hood, or bumper assembly,

d. Repairing minor body damage,

e. Replacing door hinges, door glass, door channel runs, push bars, front or rear bumper assemblies, header panels, and

f. Minor welding of the Vehicle frame or body that does not require frame straightening.

5.3.7.2 Minor Accident Repair

Contractor must complete all minor accident repairs within nine Business Days of written approval of County Project Manager.

Minor accident repair means a body/paint repair that is estimated to take more than seven hours, but less than 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. Minor accident repairs include, but are not limited to:

a. "Bottom outs" that include removing radiator/air conditioning condenser (replacing if required),

b. Recharging air conditioning system and straightening bent radiator supports,

c. Replacing and painting a new or cannibalized part, such as a door, fender, hood, or bumper assembly,

d. Repairing minor body damage,

e. Replacing door hinges, door glass, door channel runs, push bars, front or rear bumper assemblies, header panels, and

f. Minor welding of the Vehicle frame or body that does not require frame straightening.

5.3.7.3 Major Accident Repair

Contractor must complete all major accident repairs within 21 Business Days of written approval of County Project Manager.

Major accident repair means a body/paint repair that is estimated to take more than 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.

5.3.7.4 Complete Repaint (Single- or Multiple-Stage) for Minor Body Damage

Contractor must complete all repaints (single- or multiple-stage) for minor body damage within 15 Business Days of written approval by County Project Manager.

A complete repaint for minor body damage means a body/paint repair that is estimated to take not more than 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. Complete repaint (single- or multiple-stage) for minor body damage includes, but is not limited to:

a. standard paint preparation,

b. cleaning,

c. priming,

d. sanding,

e. block sanding,

f. sealing, and

g. 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.

5.3.8 Final Quality Inspection, Additional Mechanical Work

Contractor must thoroughly inspect all Vehicles upon completion of accident repairs, as follows:

a. Contractor must open a Repair Order and complete any required additional mechanical Work (repairs and/or servicing) before the Vehicle is returned to service.

   i. 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.

ii. Additional mechanical Work must be completed according to the repair time requirements specified in Paragraph 4.10 (General Repair Time Requirements) and Paragraph 4.12 (Specific Repair Time Requirements) of this SOW, with the appropriate out-of-service rate requirement specified in Paragraph 4.4.2 (Out-of-Service Rates) above when the Repair Order is opened.

iii. Out-of-service time calculations specified in Paragraph 5.3.7 (Accident Repair Time Requirements) above end upon notification to County Project Manager that the Vehicle has been repaired and Contractor has successfully completed all safety and quality control inspections and closure of the Repair Order.

iv. Before the Vehicle repairs may be considered completed, Contractor must deliver the Vehicle to County Project Manager along with copies of the checklists applicable to the Repair Order, and all invoices. Contractor must include all parts' invoices and all sublet invoices in its final invoice.

b. Contractor must wash all Vehicles completed in the body shop using the guidelines in Paragraph 5.18 (Car Wash Services) of this SOW.

5.3.9 Accident Repair Records

Contractor must: a) make all accident repair records available to County Project Manager, as needed, for use by the Department subrogation unit to ensure repair cost recovery from outside parties as applicable and b) maintain copies of all accident repair records and estimates for a period of five years after the Contract expiration or termination date.

5.3.10 County Option to Obtain Outside Repair Estimates or Perform Repairs

The County reserves the sole discretion to:

a. Obtain estimates from a Subcontractor if County Project Manager determines Contractor's estimate, or the proposed out-of-service time for the Vehicle, is irregular or excessive, and/or

b. Outsource accident repair work to a local vendor or to perform its own accident repair work.

5.4 Quick Fix Repairs and Appointments

5.4.1 Contractor must receive and accept Vehicles submitted for quick-fix repairs at all repair locations.

5.4.2 Quick-fix repairs refers to any Work requiring one hour or less to inspect, Service, or repair, as specified in MLG manuals and/or ALLDATA, or other approved estimating manual as established by County Project Manager.

A quick-fix may include limited PM Work that meets the one hour quick-fix requirement, and specific limited Services as determined by County Project Manager (e.g., general Vehicle inspections, emission inspections, minor repairs, recalls, or campaigns, etc.).

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

5.4.4 Contractor must advise Vehicle driver or Department representative when a request for Vehicle repair meets the quick-fix requirement. Contractor must provide a quick-fix turnaround of less than two hours for quick-fix repair.

5.4.5 Quick-fix Services must be provided when appropriate, or when requested by Department personnel and/or the Vehicle driver.

5.4.6 Contractor must identify and record quick-fix repairs and their associated costs, in ShopFax.

5.4.7 Accident, body, and paint quick-fixes are discussed further in Paragraph 5.3.7.1 (Quick-Fix Accident Repair) above.

5.5 Daily Vehicle Service Appointments

5.5.1 Daily Vehicle Service appointments are not intended for major and/or multiple repairs with extensive labor requirements.

5.5.2 Contractor must complete all PM Work in accordance with the time standards listed in Attachment 4 (Preventive Maintenance Schedules, Labor Times, and Vehicle Classifications) to this SOW.

5.5.3 Contractor must provide daily Vehicle Service appointments by repair location, which at a minimum must be scheduled as follows:

a. Four per Business Day at Eastern Avenue,

b. Four per Business Day at STARS Center, and

c. Four per Business Day at Pitchess Detention Center.

Contractor may propose adjustments to the number of daily Service appointments scheduled by repair location to County Project Manager within 90 Days from the Work Start Date. The final decision for the number of daily Vehicle Service appointments by repair location will be at the sole discretion of County Project Manager.

5.5.4 Additional Work Notifications

Should additional Vehicle repair time be required by Contractor, and approved by County Project Manager, Contractor must contact and advise the Vehicle driver or other Department representative immediately of the additional Work. Additional Work may include safety items or other Work that must not be deferred.

5.5.5 Completed PM/Repairs

Within one hour of the completed repair and quality inspection, Contractor must notify the Vehicle driver indicated on the Driver's Vehicle Condition Report (DVCR) or other appropriate Department representative, as identified by County Project Manager, that the completed Vehicle is ready for pick-up. Such notification must be made via telephone or email.

5.5.5.1 At Eastern Avenue, Contractor must immediately notify designated intake personnel when a Vehicle is ready for pick-up.

5.5.5.2 Contractor must provide 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.

5.5.6 Daily Vehicle Service appointments for qualifying repairs or Services, including quick-fixes, must be performed at the Fixed-Price or FFS rates specified in Exhibit B (Price Sheet) to the Contract that are appropriate to the Vehicle classification and type of Work performed.

5.6 Preventive Maintenance (PM) Program

5.6.1 Contractor must maintain a continuously updated and current Preventive Maintenance (PM) program. Contractor must maintain all PM inspection checklists generated by ShopFax [refer to Attachment 5 (Preventive Maintenance and Other Inspection Checklists) to this SOW].

5.6.2 Contractor must not make any change to inspection checklist documents, nor record retention requirements and procedures listed in Attachment 5 (Preventive Maintenance and Other Inspection Checklists) to this SOW, without written authorization from County Project Manager.

5.6.3 The PM program must be equivalent to or exceed OEM specifications and warranty requirements, and any government regulations that apply.

5.6.4 Contractor must provide, at a minimum, PM Services and inspections in accordance with the PM schedules listed in Attachment 4 (Preventive Maintenance Schedules, Labor Times, and Vehicle Classifications) and Attachment 5 (Preventive Maintenance and Other Inspection Checklists) to this SOW.

5.6.4.1 Contractor must sign all completed original inspection checklist documents and retain electronic copies at the repair location where the Repair Order was processed. Copies must be provided to Department personnel, as requested by the County.

5.6.4.2 Contractor must retain copies of all required inspection checklist documents for five years after the expiration or termination of the Contract in a location within the state of California.

5.6.5 Labor time standards for PM Work are as follows:

a. FFS category Vehicles must be invoiced at the FFS Mechanical Repair regular hourly labor rates listed in Exhibit B (Price Sheet) to the Contract and must not exceed the PM and inspection labor time standards listed in Attachment 4 (Preventive Maintenance Schedules, Labor Times, and Vehicle Classifications) to this SOW.

b. Any PM Work or inspection labor time standards not covered in the Contract will be negotiated between the County and Contractor.

5.6.6 The PM program schedules change routinely and are intended to be flexible. The PM program will be reviewed as often as deemed necessary to ensure that it meets or exceeds manufacturer requirements and reflects changes in the Department's Fleet composition and operational needs, and generally accepted fleet practices.

5.6.6.1 Contractor must recommend changes to the PM schedules when maintenance, safety, or operational improvements are identified.

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

5.6.6.3 Contractor must update all approved PM program changes in ShopFax within two Business Days of the County's approval. Updates to the PM program must include PM inspections/checklists, PM lead times/mileage, Vehicle/equipment group, and PM assignments/changes.

5.6.7 Contractor must 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.

5.6.8 Contractor must perform the most appropriate PM Service and/or inspection when the Vehicle is at a repair location, even if the Vehicle's time and/or mileage requirement listed in Attachment 4 (Preventive Maintenance Schedules, Labor Times, and Vehicle Classifications) and Attachment 5 (Preventive Maintenance and Other Inspection Checklists) to this SOW indicates the subject Vehicle is not yet due for such Service, and as determined by Fleet management "best practices."

5.6.9 Contractor must attach a County-approved 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.

5.6.10 Contractor must maintain a 90% monthly PM compliance rate, which must be included in Contractor's Monthly Report.

5.6.11 Marine Vessels (Boats) PMs

5.6.11.1 Contractor must provide PM Services as FFS for all Fleet boats and associated marine equipment (e.g., trailers, hoists, etc.) listed in Attachment 1 (Vehicle and Equipment List) to this SOW, only upon request of County Project Manager.

5.6.11.2 Boat maintenance and repairs may be completed by Department Fleet personnel, at the sole discretion of the County Project Manager.

5.6.12 Engine Oil Analysis: Heavy Duty Vehicles and Boats

5.6.12.1 Engine oil analysis as described in this Paragraph 5.6.12 (Engine Oil Analysis: Heavy Duty Vehicles and Boats), and when requested by County Project Manager, is covered under Fixed-Price Services.

5.6.12.2 Contractor must obtain an engine oil analysis as part of every PM Service for heavy duty Vehicles, having a GVWR of 22,000 lbs. or more, and boats.

5.6.12.3 Contractor's engine oil analysis must 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 GVWR of 22,000 lbs. or more.

5.6.12.4 Contractor must obtain oil analysis results from the laboratory within seven Business Days from when the sample was taken.

5.6.12.5 Laboratory results and Contractor's assessment must be documented on the ShopFax Repair Order and must be available to County Project Manager via a ShopFax report.

5.6.12.6 Any deviation in the oil condition from OEM specifications which indicates contamination or impending engine and/or component damage/failure must be documented and reported to the repair location County Contract Program Monitor, Contractor supervisor and Contractor Project Manager within 24 hours of receipt of laboratory results.

5.6.12.7 Contractor must immediately recall and repair any Vehicle that is determined to be at risk of damage and/or component failure due to results of oil analysis.

5.6.13 Contractor must utilize ShopFax to schedule PM and inspections by:

a. Vehicle assigned location (e.g., UOA and repair location assignments),

b. VIN,

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.

5.6.14 Contractor Notification and Scheduling for PM Service

5.6.14.1 Contractor must notify Vehicle driver and/or responsible party (via telephone or email) of PM maintenance needed. Contractor must schedule and perform all required PM Services, inspections, and repairs in a timely manner.

5.6.14.2 Special Notification

Contractor must notify the County fuel tanker and/or boom operators 30 to 90 Days prior to any scheduled PM or other required inspections, to allow operators to remove fuel from tankers and/or coordinate out-of-service time based on the needs of the Department.

5.6.14.3 Contractor must provide a second notification to the Vehicle driver (or responsible party) within five Business Days of the first notification if the driver has not responded or called to schedule the Service.

5.6.14.4 Contractor must immediately advise County Project Manager, in writing, when a Vehicle driver and/or responsible party fails to respond within three Business Days of a second notification for Service. The Vehicle driver and/or responsible party's contact information, if known, must be provided to County Project Manager.

5.6.14.5 A listing of all failures to respond for Service for the previous 30 Days, sorted by UOA, Vehicle number, and Vehicle user (when possible) must be included in the Monthly Report.

5.7 Vehicle Inspections

5.7.1 Contractor must make every effort to coordinate inspections, PMs or other Services to minimize Vehicle downtime and provide maximum convenience to the County.

5.7.2 All BIT, SMOG, 08, Opacity, Crane, Aerial, and CNG tank inspections along with any other federal, state or locally required inspections must be performed and documented by properly trained and certified inspectors in accordance with the requirements for such inspections and applicable legal requirements.

5.7.2.1 Contractor must perform the smog or opacity inspection during the first Service visit in the year in which the inspection is due.

5.7.3 When a Vehicle is delivered to the repair location for repairs/maintenance in addition to a smog or opacity inspection, the smog or opacity inspection must be performed first unless required repairs dictate otherwise and approved by County Project Manager.

5.7.4 Contractor must always staff a licensed smog inspection technician at the three Department emission-testing facilities (Eastern Avenue, Pitchess Detention Center, and STARS Center) during operational hours to perform such inspections. Contractor must have an alternate technician present at each of the three Department emission-testing facilities to cover any approved vacation, sick time, and other employee time off benefits.

5.7.5 Services or repairs required in preparation for an inspection must be authorized by the Department prior to any Work performed.

5.7.6 Vehicles requiring OBD monitors reset to prepare for a smog or opacity inspection must have the monitors reset during the same Service visit. Contractor must follow the OBD monitor reset procedures specified by the Vehicle manufacturer. Any deviation from this must be approved in writing by County Project Manager.

5.8 Safety Inspections, Recurring, Mandatory

5.8.1 Safety Inspections, Weekly (ERV)

5.8.1.1 Contractor must conduct a mandatory safety inspection of at least two black-and-white ERVs per UOA, per week, pursuant to Paragraph 14.3 (Quality Control Plan) below, except for Vehicles assigned to Avalon Station (Catalina Island).

5.8.1.2 Re-inspections for deficiencies previously identified are considered additional, and do not count towards the weekly requirement stated in Paragraph 5.8.1.1 above.

5.8.1.3 The safety inspection must 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.

5.8.1.4 Contractor must document, as part of each safety inspection:

a. The tread depth and inflation pressure of each tire to ensure compliance with federal, state, and/or local regulations,

b. The date, mileage/hour/hub meter reading, and type and date of the last PM, and

c. The Vehicle's repair or PM status as "just repaired," "just having received a PM," and the Vehicle's operational status as "in-service."

5.8.1.5 Pursuant to Paragraph 13.3 (Monthly Report) of this SOW, Contractor must include:

a. A summary of all ERV inspections by UOA, with a report of problems identified, remedies, and other pertinent information in each Monthly Report.

b. The number completed and percentage of ERVs inspected to date in the Monthly Report. Contractor must attach copies of all inspections to the Monthly Report.

5.8.1.6 Contractor must document whether all identified deficiencies have been corrected or are scheduled for correction at a later date. Contractor must provide the County Project Manager with the scheduled dates for remedying all identified deficiencies.

5.8.2 Safety Inspections, Quarterly (Avalon Station)

5.8.2.1 Contractor must conduct a quarterly inspection of all Vehicles assigned to Avalon Station.

5.8.2.2 The safety inspection must 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.

5.8.2.3 Contractor must document, as part of each safety inspection:

a. The tread depth and inflation pressure of each tire to ensure compliance with federal, state, and/or local regulations,

b. The date, mileage/hour/hub meter reading, and type and date of the last PM, and

c. The Vehicle's repair or PM status as "just repaired," "just having received a PM," and the Vehicle's operational status as "in-service."

5.8.2.4 The inspection must include the last three months' maintenance summary, a copy of the most recently completed PM inspection form, and the type and date of the last PM.

5.8.2.5 Contractor must include the quarterly Avalon Station safety inspection information in every third Monthly Report pursuant to Paragraph 13.3 (Monthly Report) of this SOW.

5.8.2.6 Contractor must document that either all identified deficiencies have been corrected or will be scheduled for correction at a later date. Contractor must provide County Project Manager with the scheduled dates when all identified deficiencies will be remedied.

5.8.3 Safety Inspections, Annual (ERV)

5.8.3.1 During each Contract year, Contractor must conduct a minimum of one annual safety inspection for all in-service ERVs.

5.8.3.2 Contractor must conduct such annual inspections once the Vehicle has gone into Service. Paragraph 5.13 (New Vehicle Preparation) below and any pre-Service safety inspections are not considered part of the annual safety inspection.

5.8.4 Inspection Assistance

5.8.4.1 When requested, Contractor must assist County Contract Program Monitors, with the inspection of:

a. All Vehicle systems, including, but not limited to, electrical, ignition, fuel, cooling, heating, air conditioning, driveline, exhaust, suspension, steering, and wheel alignment.

b. 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.

Inspections will be conducted at all repair locations during business hours.

5.8.4.2 Contractor's technicians must position Vehicles on hoists, and assist with removal of components including, but not limited to, engine and transmission pans, assist with various testing, removal of Vehicles from hoists, and road testing of Vehicles as requested by County Project Manager.

5.9 Suspected Vehicle Abuse/Unusual Damage

5.9.1 Mandatory Notification Requirement

Contractor must immediately advise County Project Manager of any Vehicle that is suspected to have been unusually damaged 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 ERVs, or an excessive or unusual number of repairs.

For the purpose of this Paragraph 5.9 (Suspected Vehicle Abuse/Unusual Damage) normal wear and tear will mean the natural, gradual deterioration of County property due to normal, everyday use (e.g., faded paint, worn down interior, etc.).The Department recognizes that ERVs are subject to operational conditions and driving behaviors that differ substantially from those of standard Fleet Vehicles. Activities that might be considered "abuse" under normal circumstances, such as rapid acceleration, aggressive maneuvering, curb strikes, or minor body and undercarriage impacts, interior damage, may be considered normal wear and tear when arising directly from patrol, pursuit, or other emergency response operations conducted in good faith.

5.9.2 Documenting Repairs

Contractor must identify repairs and estimated cost of repairs caused by suspected Vehicle abuse. County Project Manager will review all abuse-related damage reported by Contractor and make the final determination as to whether the damage is the result of abuse or misuse beyond the scope of normal emergency response operations. Upon approval by County Project Manager, Contractor must document such suspected abuse and provide a repair cost estimate on the Repair Order in ShopFax.

5.9.3 Invoicing for Repairs Due to Abuse

Repairs required due to Vehicle abuse must be pre-approved by County Project Manager in writing. Contractor must invoice the County at the FFS rates listed in Exhibit B (Price Sheet) to the Contract.

5.10 Theft or Vandalism

5.10.1 Contractor must immediately report to County Project Manager, but in no case later than 24 hours after the incident is discovered, any incident of theft or vandalism to Vehicles.

5.10.2 When instructed by the County, Contractor must report incident to local law enforcement agency.

5.11 Contractor Negligence: Damage or Loss

Contractor is responsible for repairs and/or reimbursement to the County for the value of Vehicles, or any component thereof, damaged due to Contractor or Subcontractor negligence while under their control, as determined by County Project Manager. Examples of negligence include, but are not limited to, leaving Vehicle windows down or failing to secure plastic covers over a damaged or open area of a Vehicle, resulting in vandalism, weather damage, or animal contamination.

5.11.1 Reimbursement must be in the form of an invoice credit applied to Contractor's most current invoice to the County, within the same month as the repairs were completed or as determined by County Project Manager.

5.11.2 Contractor will be solely responsible for obtaining reimbursement from Subcontractors, as applicable.

5.12 Damage Due to Accident

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

5.12.2 Contractor must document DTA in ShopFax and on the appropriate inspection checklist [refer to Attachment 5 (Preventive Maintenance and Other Inspection Checklists) to this SOW]. All DTA must include an Uniform Reporting Number (URN) file number provided by the Vehicle's

UOA. Contractor must obtain written approval from County Project Manager to close Repair Orders of any DTA without an URN file number.

5.12.3 Missing Plates

Contractor must 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, and on the appropriate inspection checklist [refer to Attachment 5 (Preventive Maintenance and Other Inspection Checklists) to this SOW]. (Note: License plate documentation is not required for new Vehicles not previously licensed.)

5.12.4 Damaged/Missing Communications or Emergency Equipment

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

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

5.13 New Vehicle Preparation

5.13.1 New Vehicle Processing

Contractor must input new Vehicle acquisitions into ShopFax, which include, but are not limited to new and used Vehicle dealer purchases, auction Vehicle purchases, bailments, seizures, Vehicle donations, Federal surplus property Vehicle acquisitions, and/or other acquisitions or temporary loans.

5.13.1.1 Contractor is responsible for the pickup and delivery of all documents and paperwork, and for performing the clerical work required for completing all California Department of Motor Vehicles (DMV) forms and documents necessary to process all Vehicles with DMV.

5.13.1.2 Contractor must obtain and process all DMV (e.g., paperwork for "E plate" and "cold plate" Vehicles Vehicle title, registration, and license) and forward completed documentation to DMV within five Business Days of receipt of the Vehicles' paperwork, unless otherwise specified by County Project Manager.

5.13.1.3 Fixed-Price New Vehicle Processing Services

Under the Fixed-Price portion of the Contract, Contractor must process up to 40 new Vehicles per month, using the procedures approved by County Project Manager.

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

Contractor must invoice the County for all new Vehicle processing in excess of 40 new Vehicles per month as FFS at the applicable Mechanical Repair regular hourly labor rates specified in Exhibit B (Price Sheet) to the Contract, using labor times mutually agreed upon by both Contractor and County Project Manager.

5.13.1.5 Contractor must deliver the Vehicle title, plates, registration, and all required DMV registration paperwork to County Project Manager.

5.13.1.6 Reporting

Contractor must create an electronic report of all Vehicles processed, in a format approved by County Project Manager, as part of the Monthly Report, and as further described in Paragraph 13.3 (Monthly Report) below. This report must include monthly and year-to-date information, including:

a. Number of Vehicles processed,

b. Processing information listed by Vehicle number, and

c. DMV status (e.g., “processed” through DMV, “in process” at DMV, “waiting to be processed” by DMV, etc.).

5.14 New Vehicle Outfitting, General

Contractor must outfit all new Class A and Class B Vehicles (as described below) as directed by County Project Manager, at Eastern Avenue or Pitchess Detention Center, or at other locations as approved by County Project Manager. All outfitting repair times must be according to labor time guides, industry standards, or time studies approved by County Project Manager. Contractor must be equipped to transport and outfit new Vehicles as set forth herein.

5.14.1 Class A

Class A outfitted Vehicles are those that generally require more extensive equipment installation. 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 types of Vehicles, as determined by County Project Manager.

5.14.2 Class B

Class B outfitted Vehicles are those that generally require less extensive equipment installation. These Vehicles may include, but are not limited to, solid sedans; standard SUVs; standard cargo or passenger vans; utility trucks; motorcycles; inmate transport buses (25 to 60 passengers);

specialty Vehicles; and other types of Vehicles, as determined by County Project Manager.

5.14.3 County Project Manager reserves the sole discretion 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.

5.14.4 Fixed-Price New Vehicle Outfitting (Class A)

a. Under the Fixed-Price portion of the Contract, Contractor must transport from the Department's storage areas and outfit up to 40 Class A Vehicles per month.

b. The actual number of Class A Vehicles required to be outfitted per month will be determined by County Project Manager.

c. Class A Vehicle outfitting in excess of 40 Vehicles in a single month must be invoiced as FFS at the Mechanical Repair overtime hourly labor rates specified in Exhibit B (Price Sheet) to the Contract, using labor times mutually agreed upon by Contractor and County Project Manager.

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

a. Under the FFS billing category, Contractor must transport from the Department's storage areas and outfit all Class B Vehicles.

b. The actual number of Class B Vehicles required to be outfitted per month will be determined by County Project Manager.

c. Class B Vehicle outfitting for up to 20 Vehicles in any single month must be invoiced as FFS at the Mechanical Repair regular hourly labor rates specified in Exhibit B (Price Sheet) to the Contract, using labor times mutually agreed upon by Contractor and County Project Manager.

d. Class B Vehicle outfitting in excess of 20 Vehicles in any single month must be invoiced as FFS at the Mechanical Repair overtime hourly labor rates specified in Exhibit B (Price Sheet) to the Contract, using labor times mutually agreed upon by Contractor and County Project Manager.

5.14.6 Contractor must complete and deliver up to 15 fully outfitted Class A Vehicles within any 15-Day period when requested by County Project Manager.

5.14.7 Contractor must complete and deliver up to ten fully outfitted Class B Vehicles requiring less than six hours of labor time within any seven-Day period when requested by County Project Manager.

5.14.8 All Vehicle outfitting must be invoiced to the County as FFS. Such outfitting requirements are in addition to the outfitting requirements stated in this Paragraph 5.14 (New Vehicle Outfitting, General).

5.14.9 Outfitting Requirements, Specific

5.14.9.1 Contractor must perform all items listed on the Vehicle Outfitting Build Sheet checklist provided to Contractor by County Project Manager. A sample Vehicle Outfitting Build Sheet is attached in Attachment 5 (Preventive Maintenance and Other Inspection Checklist) to this SOW.

5.14.9.2 Additionally, Contractor must deliver a signed and completed Outfitting Build Sheet checklist with each completed Vehicle to County Project Manager.

5.14.9.3 The Department will coordinate with Contractor and the Department's Radio Services Unit for the installation of the Department's communication radios and other electronic equipment by Department equipment installers.

5.14.9.4 Contractor must 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.

5.14.9.5 Contractor must perform minor repairs such as straightening, welding, and other similar minor modifications as needed to the equipment listed in Paragraph 5.14.9.4 above.

5.14.9.6 Contractor must install required equipment and accessories, including, but not limited to:

a. 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 Vehicles,

b. 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),

c. 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,

d. Cables, isolators, integrators, solenoids, switches, security alarms, and auxiliary batteries,

e. 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

f. Special bodies (i.e., utility, service, flatbed bodies) that are installed on new Vehicles and/or chassis.

5.14.9.7 Contractor must paint and apply Vehicle/equipment numbers and decals, including station numbers on Vehicle roof, as specified by County Project Manager.

5.14.9.8 Contractor must install Vehicle wiring as follows:

a. All wire installed and used to operate the equipment specified by the Department must be in accordance with the SAE electrical standards for wire sizing, allowable voltage drop, connectors, breakers, and relays.

b. Contractor must use SXL cross-linked insulation automotive wire for all automotive emergency and communication equipment, trailer, and accessory wiring on 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.

c. Contractor must use marine-grade wiring for all marine applications.

d. Contractor must 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.

e. Contractor must provide, at minimum, two copies of wiring diagrams and schematics of all accessory and emergency equipment installations for all “Class A” and “Class B” outfitted Vehicles.

5.14.9.9 Auxiliary engines, welders, generators, and other additional mounted equipment (e.g., refrigeration unit on a truck) must be entered as “attached equipment” in ShopFax and listed as either Fixed-Price (part of primary Vehicle) or listed separately as FFS, as determined by County Project Manager.

5.14.9.10 Mounted equipment, if not installed as new, must come with documented repair histories and PM schedules separate from the primary Vehicle. Contractor must identify mounted

equipment by type and equipment classification on all ShopFax Repair Orders. Equipment classifications are listed in Attachment 4 (Preventive Maintenance Schedules, Labor Times, and Vehicle Classifications) to this SOW.

5.14.9.11 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 "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.

5.14.10 Outfitting Recordkeeping

5.14.10.1 Contractor must open a Repair Order for every Vehicle to be outfitted. The Repair Order must identify the outfitting as Fixed-Price or FFS as determined by County Project Manager. Contractor must 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).

5.14.10.2 Contractor must also verify all Vehicle outfitting information provided by County Project Manager on the Vehicle Outfitting Build Sheet as listed in Attachment 5 (Preventive Maintenance and Other Inspection Checklists) to this SOW.

5.14.10.3 Contractor must ensure that all Vehicle Outfitting Build Sheet information is entered into ShopFax within three Business Days of Vehicle completion. This task may be performed by Contractor or authorized Department personnel, at the discretion of County Project Manager.

5.14.10.4 Contractor must maintain an electronic copy of the Vehicle Outfitting Build Sheet on file. Contractor must deliver the original Vehicle Outfitting Build Sheet to the designated Department personnel within 24 hours of Vehicle completion, as directed by County Project Manager and identified on the Vehicle Outfitting Build Sheet.

5.14.11 Minimum Inventory, Refurbished and/or New Outfitting Parts

5.14.11.1 Contractor must maintain a minimum inventory of refurbished or new outfitting parts in stock at all times [refer to Paragraph 7.5 (Outfitting Parts and Components, Inventory Program) of this SOW]. Contractor must coordinate with the County to establish minimum and maximum stock levels for all outfitting parts and components. Contractor must develop and adhere to

ordering timelines to maintain inventory and advise the County when inventory falls below the agreed-upon stock levels.

5.14.11.2 The inventory must be sufficient to outfit at least 40 ERV Vehicles at any time. Specific quantities of identified parts for other specialized Vehicles will be determined by County Project Manager.

5.14.11.3 The County may purchase and supply certain outfitting parts to Contractor pursuant to Paragraph 1.7 (County Responsibilities) above. The County may direct Contractor to purchase some outfitting parts, in accordance with Paragraph 1.4.4.4 (FFS-Direct Purchase) above, using a purchasing process approved by County Project Manager.

5.14.12 County Option to Perform Outfitting

The County retains the exclusive right and discretion to perform independent outfitting of Vehicles.

5.15 Vehicle Decommissioning Services

5.15.1 Contractor must decommission Vehicles earmarked for auction or sale and for dismantling for parts (cannibalization) or scrap, at the direction of County Project Manager.

5.15.2 Contractor must expedite the preparation of all Vehicles identified by the County for decommissioning to minimize the County's storage area requirements, particularly at Eastern Avenue.

5.15.3 Contractor must complete routine decommissioning of all Vehicles, including those Vehicles requiring transport to an auction facility within 30 Days from the date of receiving the Vehicle list and Vehicle location information from the County. Contractor must document packages required to complete the auction preparation process, when applicable. Contractor must notify County Project Manager of any Vehicle decommissioning anticipated to exceed the 30-Day requirement.

5.15.3.1 Certain Vehicles identified by County Project Manager require expedited decommissioning for auction. Such Vehicles must be completed within five Business Days from the date the Vehicle is identified by the County and document package is provided to Contractor by County Project Manager.

5.15.4 The County retains the exclusive right and discretion to perform independent decommissioning preparation of Vehicles.

5.15.5 Decommissioning Services include, but are not limited to, the following:

a. Inspecting all Vehicles identified for decommissioning,

b. Completing all decommission-related documents, when applicable, including, but not limited to, the Going Out-of-Service Inspection which must be completed at Eastern Avenue and Pitchess Detention Center,

and Preparation for Auction Inspection checklists set forth in Attachment 5 (Preventive Maintenance and Other Inspection Checklists) to this SOW, the Vehicle title and any other ownership documents, and any court orders authorizing the Department to own or sell the Vehicle, as applicable,

c. Rendering a Vehicle evaluation for each decommissioned Vehicle to determine current Vehicle condition and reviewing Contractor's maintenance program thereof,

d. Removing Vehicle license plates and any DMV-related paperwork or identifiers from a decommissioned Vehicle, and

e. Removing all emergency equipment as follows:

   i. Contractor must remove wiring, cables, connectors, and associated equipment intact and in good condition. Connectors and associated parts must not be cut off and/or damaged.

   ii. Contractor must, at the direction of County Project Manager, package all communications equipment (e.g., MDCs, radios, wiring, and other related components) in appropriately sized boxes and label each box with the individual Vehicle number or other identifying information.

   iii. Contractor must deliver communications equipment package(s) to the Department's Radio Services Unit, as directed by County Project Manager.

   iv. Contractor must invoice the County for all packaging materials requested by the County as FFS-Direct Purchase at Contractor's actual cost with tax, plus an administrative handling fee not to exceed six percent of actual cost.

   v. Contractor will be solely responsible for the repair or replacement of any equipment and wiring damaged during removal, as determined by County Project Manager.

5.15.6 Fixed-Price Decommissioning Services (Class A)

5.15.6.1 Under the Fixed-Price portion of the Contract, Contractor must decommission up to 40 Class A Vehicles per month.

5.15.6.2 The actual number of Class A Vehicles decommissioned per month will be determined by County Project Manager.

5.15.6.3 Monthly Vehicle decommissioning in excess of 40 Class A Vehicles in any single month must be invoiced as FFS at the Mechanical Repair regular hourly labor rates in accordance with Exhibit B (Price Sheet) to the Contract, using labor times mutually agreed upon by Contractor and County Project Manager.

5.15.7 Fee-for-Service (FFS) Decommissioning Services

5.15.7.1 Under the FFS billing category, Contractor must decommission all Class B Vehicles.

5.15.7.2 The actual number of Class B Vehicles decommissioned per month will be determined by County Project Manager.

5.15.7.3 Monthly Vehicle decommissioning for up to 20 Class B Vehicles in any single month must be invoiced as FFS at the Mechanical Repair regular hourly labor rates in accordance with Exhibit B (Price Sheet) to the Contract, using labor times mutually agreed upon by Contractor and County Project Manager.

5.15.7.4 Monthly Vehicle decommissioning in excess of 20 Class B Vehicles in any single month must be invoiced as FFS at the Mechanical Repair overtime hourly labor rates in accordance with Exhibit B (Price Sheet) to the Contract, using labor times mutually agreed upon by Contractor and County Project Manager.

5.15.8 Decommissioning for Auction or Sale

5.15.8.1 Contractor must complete the following procedures for the auction or sale of Vehicles to the public as directed by County Project Manager:

a. Ensure all required emission equipment is installed and operable on all Vehicles earmarked for sale to the public. Contractor must conduct emissions pre-testing and document the results in ShopFax,

b. Deliver all removed license plates and equipment to Department personnel designated by County Project Manager,

c. Ensure all auction and “for sale” Vehicles comply with local, state, and federal safety laws, including emission requirements. Contractor must complete the Preparation for Auction Inspection checklist as listed in Attachment 5 (Preventive Maintenance and Other Inspection Checklists) to this SOW,

d. Remove all insignias, decals, Vehicle numbers, and lettering (insignia removal), so that no distinguishable insignia or lettering shadow remains to identify the Vehicle as a former Department asset, including:

i. Complete all insignia removal Work without causing damage or blemish to paint finish, metal, and/or other material.

ii. Paint all doors on black-and-white Vehicles earmarked for auction directly to the public, a standard black gloss finish using single stage paint.

iii. Paint all doors on black-and-white Vehicles identified "for wholesale" to dealers, a flat black finish, with prior approval by County Project Manager,

e. Reinstall OEM rear seats and seatbelts, as directed by County Project Manager,

f. 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,

g. Perform 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.

These repairs and enhancements must be invoiced as FFS at the Body Repair regular hourly labor rates in accordance with Exhibit B (Price Sheet) to the Contract, at labor hours mutually agreed upon by Contractor and County Project Manager, but in no event will such labor hours exceed CCC ONE Estimating or other County-approved estimating guide, as approved by County Project Manager,

h. Transport to and from, and/or make decommissioned Vehicles available to, Subcontractor for special auction preparation Services (e.g., paint and upholstery work), upon County Project Manager's request.

Notwithstanding the above, Contractor's estimate for such Work must require prior approval of County Project Manager prior to commencement of any such Work. Contractor must invoice the 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 six percent of actual cost, and

i. Coordinate with the auction services provider for Vehicle transport to and from the auction site.

Any procedural change to this Paragraph 5.15.8 must be approved in writing by County Project Manager.

5.15.8.2 Auction Document Processing

a. Upon Contractor's completion of the Ready for Sale/Auction Form listed in Attachment 5 (Preventive Maintenance and

Other Inspection Checklists) to this SOW, Contractor must, as directed by County Project Manager, coordinate with the County auction vendor for pickup/delivery of decommissioned auction Vehicles.

b. Contractor must document all pickup, delivery, and sales of correct Vehicles by auction vendor. Such documentation must be in a form and format acceptable to County Project Manager.

5.15.9 Decommissioning for Cannibalization/Dismantling

5.15.9.1 Contractor must, upon request by the County, prepare retired Vehicles and equipment for disposal. Contractor must remove front and rear license plates, registration cards (if available), physical VIN tag, and any related paperwork from a decommissioned Vehicle scheduled for cannibalization, or for sale as scrap metal, and deliver all items to Department Fleet personnel identified by County Project Manager.

5.15.9.2 Contractor must remove usable mechanical and body parts designated for cannibalization from decommissioned Vehicles and turn parts over to the Department for storage as directed by County Project Manager. Contractor must invoice the 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 Exhibit B (Price Sheet) to the Contract.

a. All FFS Work time estimates must have prior approval by County Project Manager prior to drafting and commencement thereof.

b. Contractor may charge up to, but not more than, ten hours of labor for complete Vehicle dismantling, which must include frame cut up and disposal into on-site County scrap metal bin.

c. Contractor must complete all such Work, Monday through Friday, during business hours, unless otherwise approved by County Project Manager.

5.15.9.3 Contractor must arrange for the remaining Vehicle shell to be delivered to a scrap metal recycling vendor, as directed by County Project Manager. Contractor must execute a warrant payable to the County for the full reimbursement amount collected from local scrap metal vendors within ten Business Days of any Vehicle disposal.

5.15.9.4 Contractor must complete routine decommissioning of all Vehicles requiring transport to a scrap metal recycling vendor within 30 Days from the date of receiving the Vehicle list and

location of the Vehicles from the County. Document packages required to complete the salvage process must be delivered to County Project Manager prior to the 30th Day. Contractor must notify County Project Manager of any Vehicle decommissioning that is anticipated to exceed the 30-Day requirement.

5.15.9.5 The County, at its sole discretion, may elect to have County personnel cannibalize parts from decommissioned Vehicles.

5.15.10 Vehicle Decommissioning Records and Reports

5.15.10.1 Contractor must maintain decommissioning data in a Department-approved computer program. The data must include, but not be limited to, all Vehicles sent to auction, all auction transactions including all sales details, and all decommissioned Vehicles cannibalized for parts, as directed by County Project Manager.

5.15.10.2 Contractor must deliver a decommissioned Vehicle data report to County Project Manager as part of the Monthly Report, in Department-approved electronic format. The report must present cumulative data from the Work Start Date.

5.16 Technical Service Bulletins and Recall Work

5.16.1 Contractor must serve as the Department's subject matter expert on all programs, regulations, technical service bulletins, and manuals related to OEM recalls and notify County Project Manager upon new recalls. Contractor must coordinate all technical service bulletins and recalls of Vehicles, equipment, components, and parts. Contractor must coordinate with the appropriate OEM to identify, track, and complete all recalls in a timely manner.

5.16.2 Contractor is responsible for acquiring all manufacturer's technical service bulletins and recall notices pertaining to all applicable Vehicles in the County's fleet. When applicable, Contractor must, in a timely manner, disseminate technical service bulletin information to all supervisors and mechanics who repair and maintain County Vehicles. Contractor must ensure that bulletin directives are followed, unless otherwise directed in writing by the County.

5.16.3 Contractor must deliver and/or make available to OEM all Vehicles, equipment, components, and parts requiring recall inspections, repairs, or modifications.

5.16.4 With the assistance or approval of the Department, Contractor must 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 becomes the responsibility of Contractor, at no additional cost to the County.

5.16.5 Contractor must actively monitor all possible Vehicle recall programs applicable to the County. Contractor must complete all recall programs within 120 Days from the date of manufacturer's initial notice of recall. County Project Manager will have sole discretion to adjust the recall completion date based on the needs of the County.

5.16.6 Notwithstanding the above, shorter recall completion time may be required by County Project Manager due to the urgency of the recall, special needs of the Department, or other circumstance as determined at the sole discretion of the County.

5.16.7 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 may authorize recall Work to be performed outside of business hours. Contractor must invoice the County for such Work as FFS at the Mechanical Repair overtime hourly labor rate on Exhibit B (Price Sheet) to the Contract.

5.16.8 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.

5.16.9 Contractor must track the status of all OEM recalls for Vehicle parts, components, and equipment in ShopFax.

5.16.10 Contractor must include the status of all OEM recall programs in the Monthly Report.

5.16.11 Non-OEM/Recalls/Campaigns

Contractor and/or Department-generated PM campaigns (campaigns other than OEM recalls) must be completed within 120 Days of notice to Contractor, unless otherwise specified by County Project Manager.

5.17 Deferred Work

5.17.1 Contractor must complete all repair Work prior to Vehicle leaving the repair location, unless approved as deferred Work by County Project Manager and documented as such on the Repair Order. "Deferred Work" refers to any Service, inspection, or repair which County Project Manager has authorized not to be performed. Contractor must document such authorization on the Repair Order, including:

a. Type of Service, inspection, or repair not performed,

b. Reason for the deferred Work,

c. Name and phone number of person authorizing the deferred Work, and

d. Date Vehicle must return to complete the Service, inspection, or repairs.

5.17.2 Deferred Work is not considered a rework or comeback [refer to Paragraph 8.7 (Comebacks and Reworks) below].

5.18 Car Wash Services

Contractor must provide car wash Services and all related supplies, at Eastern Avenue, for up to ten Vehicles per Business Day under the Fixed-Price portion of the Contract.

5.18.1 Car wash Services include, but are not limited to:

- Washing exterior of Vehicles and vacuuming all Vehicle interiors including carpet and upholstery.
- Cleaning all Vehicle interiors, including all trim, seats, carpet, accessories, rubber, plastic, vinyl, leather, etc.
- Cleaning all windshields, windows, mirrors, and other glass surfaces inside and out.
- Washing/cleaning all tires and wheels and applying appropriate protective coatings to the tires.

5.18.2 Car wash Services in excess of the minimum ten Vehicles per Business Day must be invoiced as FFS at the Car Wash/Detail regular hourly labor rates specified in Exhibit B (Price Sheet) to the Contract using labor times mutually agreed upon per Vehicle.

5.19 Detailing Services

Contractor must provide detailing Services and related supplies, at Eastern Avenue, for up to ten Vehicles per Business Day under the Fixed-Price portion of the Contract.

5.19.1 Detailing Services must include, at a minimum:

a. Washing all exterior surface, and preparing 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.

b. Applying appropriate protective coatings to the tires.

c. Vacuuming and cleaning all Vehicle interiors. Carpets must be spot cleaned and shampooed. Leather conditioner must be applied to all leather surfaces. Appropriate protective coatings must be applied to all vinyl surfaces.

d. Cleaning all windshields, windows, mirrors, and other glass surfaces inside and out.

5.19.2 County Project Manager reserves sole discretion to determine:

a. If a Vehicle exterior or interior condition is too degraded to obtain a satisfactory result from detailing, and/or

b. Whether or not the quality of the finished Vehicle is satisfactory.

5.19.3 Detailing Services in excess of the maximum ten per Business Day must be invoiced as FFS at the Car Wash/Detail regular hourly labor rates specified in Exhibit B (Price Sheet) to the Contract for labor times mutually agreed upon per Vehicle.

6.0 AS-NEEDED SUBLET SERVICES

Contractor may subcontract specialized Services under the Fixed-Price or FFS categories. Prior to such event, Contractor must demonstrate to the County that such Services qualify as "specialized Services" which may be more efficiently delivered by a Subcontractor and must obtain written approval by County Project Manager.

6.1 Contractor's Subcontractor(s) agreement rates must be at cost-effective and in alignment with industry standards, as determined by County Project Manager in his/her sole discretion.

6.2 Contractor must warrant all Work performed by Subcontractors, including the quality, completeness, and timeliness of the repairs.

6.3 Contractor must pay all Subcontractors directly for both parts and labor for all Work rendered by Subcontractors.

6.4 Contractor must pay all Subcontractors in arrears within 30 Days of receipt of an approved, undisputed invoice for all completed Work, provided that Subcontractor is not in default under any provision of the Contract with Contractor, or as approved by County Project Manager.

6.5 Should Contractor fail to issue prompt payment to any Subcontractor, the County may, at its sole discretion, elect to pay Subcontractor. The County will deduct from Contractor's most current Fixed-Price or FFS invoice, the total invoice amount paid to Subcontractor, plus a six percent administrative fee.

6.6 Contractor may, at its discretion or at the request of the County, perform the following Services through sublet vendors or other related service providers as required to assure the continuity of effective and economical operation of County's fleet.

6.6.1 Mobile Roadside Assistance and Towing Services

6.6.1.1 Contractor must provide 24/7 emergency/mobile roadside assistance and towing for all Vehicles, anywhere within the United States as requested by County Project Manager.

6.6.1.2 Mobile Roadside Assistance includes, but is not limited to, towing, PM, installing spare tires (if Vehicle is so equipped), opening Vehicle due to lockout, winching out due to stuck in ditch/sand/mud, providing up to five gallons of emergency fuel, jump starting of dead batteries, providing a sufficient charge for electric Vehicles, and other minor repairs as required.

6.6.1.3 Contractor must dispatch a mobile roadside technician with a service truck, during the first week of each month, to perform

inspections, maintenance, and repair Work on Vehicles located at Mira Loma Detention Center (MLDC) [refer to Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW]. Mobile roadside technician must be on-site for a minimum of five hours, plus any needed time to acquire parts, or follow-up Work.

6.6.1.4 Contractor must staff additional mobile roadside technicians in order to meet the maintenance and repair requirement standards for Vehicles assigned to MLDC and other locations as required by the County.

6.6.1.5 If Contractor or Subcontractor cannot provide a sufficient charge for an electric Vehicle with a portable charging system to reach the nearest charging station, Electric Vehicles requiring towing Services must be transported to the nearest Department repair location.

6.6.1.6 Contractor must provide transportation and/or towing for specialized equipment, off-road equipment, and other Vehicles that are not brought to a repair location, when requested by County Project Manager.

6.6.1.7 FFS-Direct Purchase Towing Charges

For any of the tow Services described in Paragraph 1.4.4.4 (FFS-Direct Purchase) above, Contractor must invoice the County at FFS-Direct Purchase at Contractor's actual cost with tax, plus an administrative handling fee not to exceed six percent of actual cost.

6.6.1.8 Except for FFS towing charges described in Paragraph 6.6.1.7 (FFS-Direct Purchase Towing Charges) above, all other tow Services are included under the Fixed-Price portion of the Contract. Contractor must notify County Project Manager, in writing, 24 hours prior to any change in contact information for towing Services.

6.6.1.9 Towing Response Time Requirements

a. Vehicles:

   i. For Vehicles located within the County limits, responding roadside Service unit must arrive on the scene within one hour from the time the dispatcher receives the call from the County.

   ii. For Vehicles located outside of the County limits, responding roadside Service unit must arrive on the scene within two hours from the time the dispatcher receives the call from the County.

b. Inmate Transport Buses:

Contractor's towing Subcontractors must provide towing, repair, and emergency road Services to cover all routes taken by inmate transport buses throughout the state of California, as follows:

i. For buses located within the County limits, tow services must arrive within one hour of the time Contractor's towing Subcontractor dispatcher receives a call from the County.

ii. For buses located outside the County limits, tow services must arrive within two hours of the time Contractor's Subcontractor dispatcher receives a call from the County.

6.6.1.10 Contractor must ensure that towing is not performed in lieu of Services that can be completed on location, such as battery jump starts and tire changes for Vehicles with spare tires, etc. unless necessary due to reasons of safety or at the County's request. In such an event, the overriding reason(s) must be recorded on the towing invoice for audit purposes.

6.6.1.11 Towed Vehicles must be delivered to the nearest repair location, unless Contractor's towing Subcontractor is directed by County Project Manager to deliver the Vehicle to an alternate repair location.

6.6.1.12 Vehicles requiring repairs that cannot be completed at the repair location where they were delivered must be towed by Contractor's towing Subcontractor to a repair location that can complete the repairs.

6.6.1.13 Contractor, or its Subcontractor, is responsible for leaving a tow invoice copy with each towed Vehicle. The tow invoice copy must indicate the number of miles towed, arrival and drop off time, specific Vehicle problem, location/address of Vehicle pick-up and drop-off site, Vehicle plate number, VIN, County or Contractor employee name and number, and County Vehicle number. Contractor is responsible for ensuring tow invoices are included on the same Repair Order for the repair which necessitated the tow.

6.6.1.14 Vehicle Verification after Tow

Contractor must verify within 48 hours of a tow that the towed Vehicle has either been repaired and returned to service or is still in the shop undergoing repairs. Contractor must notify County Project Manager immediately when discovering a Vehicle cannot be located.

6.6.1.15 Out-of-Service Vehicle Towing

Contractor's Subcontractors must provide towing Services to Eastern Avenue for Vehicles being removed from service, such as those identified for disposal while at an outlying location or those which are disabled or unsafe to be driven by Department personnel.

6.6.1.16 Towing Data and Tracking

Contractor must track Vehicle breakdowns, towing information, and field Service expenses in ShopFax, including, but not limited to:

a. Date and time a call for Service was received by dispatcher,

b. Date and time when tow truck arrived on scene,

c. Location of disabled Vehicle,

d. Specific Vehicle problem,

e. Date and time when Vehicle was back in Service, or the date, time, and location where the Vehicle was dropped off, and

f. Cost of the Service.

6.6.1.17 Contractor must provide all towing data as part of the Quarterly Report.

6.6.2 Hazardous and Non-Hazardous Waste Disposal

Contractor must establish agreements with Subcontractors to provide hazardous and non-hazardous waste disposal to satisfy the Work requirements outlined in Paragraph 9.9 (Waste Management) below and elsewhere in this SOW.

6.6.3 Subcontracting within Five-Mile Radius

Contractor must obtain Subcontractor service agreements, with Subcontractors located within a five-mile radius of each staffed repair location for upholstery, alignment, exhaust, and complete tire repair/replacement Work. Any exceptions to this Paragraph 6.6.3 must be approved in writing by County Project Manager.

6.6.3.1 Contractor may subcontract these Services to locations over five miles from the repair locations provided Subcontractor transports the Vehicle not more than ten miles each way to the Subcontractor location or can transport the Vehicle via truck to Subcontractor location within 60 minutes.

7.0 PARTS

7.1 Parts Inventory

Prior to the Work Start Date, Contractor must procure, stock, and furnish all parts (including tires), materials, supplies, and fluids required for the operation and maintenance of all County Vehicles in accordance with industry standards and parts management practices acceptable to the County and meeting all relevant OEM and County standards/specifications. Parts inventory at each repair location must be sufficient to meet the labor times set forth in Attachment 4 (Preventive Maintenance Schedules, Labor Times, and Vehicle Classifications) to this SOW. Any exceptions to this Paragraph 7.1 must be approved in writing by County Project Manager.

7.1.1 Contractor must maintain parts and tires inventory at all repair locations to meet the County operational needs and Contractor Work shift requirements with consideration for unplanned emergencies.

7.1.2 Contractor must make special provisions for stocking sufficient quantities of spare parts and tires for ERVs to prevent out-of-stock situations and ensure timely return to service.

7.1.3 In addition to managing and maintaining a comprehensive parts and tires inventory procured by Contractor, Contractor must manage and maintain the Department's outfitting parts, tires, and components inventory and the Department's cannibalized parts inventory, as further discussed in this SOW.

7.1.3.1 Contractor must staff a full-time warehouse worker at Eastern Avenue who is responsible for the Services listed throughout this Paragraph 7.1 (Parts Inventory), as specified in Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW.

7.1.4 Vehicle out-of-service rates that exceed the standards listed in Paragraph 4.4.2 (Out-of-Service Rates) above, due to delays in parts or tires acquisition, are not acceptable unless deemed unavoidable by County Project Manager.

7.2 Parts Ownership

7.2.1 All parts will remain the property of Contractor or Contractor's supplier until such time as they are placed on or in a Vehicle. Parts removed from a Vehicle remain the property of the County and, if sold to a recycler, any payment for such parts must be remitted to the County.

7.2.2 Contractor must retain all removed, worn, defective, and/or used parts at the direction of County Project Manager.

7.3 Parts Management

Contractor must use ShopFax to manage the parts inventory, and capture and report usage history for each part utilized to maintain and repair the Fleet.

7.3.1 Contractor must ensure that all parts usage history and inventory data are complete and accurate at all times. Parts data must include the part number, VMRS code, part type, part description, manufacturer, cost, and history, regardless of whether the parts are installed by Contractor or by a dealer/vendor.

7.3.2 Reporting elements include, but are not limited to, part number, VMRS code, part type, part description, manufacturer, and cost. Parts usage information may include any number of VIN types, repair location, Vehicle type, and reporting period.

The final form and format for the parts inventory and usage reports will be at the discretion of County Project Manager.

7.4 Cannibalization of Parts

Contractor must manage the County's cannibalized parts inventory program. Contractor is responsible for storing, inventorying, issuing as needed, and tracking all cannibalized parts removed from Vehicles.

7.4.1 Contractor must ensure that all parts history information for cannibalized parts is accurately documented in ShopFax.

7.4.2 Contractor must barcode cannibalized parts when required by County Project Manager.

7.4.3 Cannibalized parts must be identified in ShopFax and on Repair Orders by description, VMRS code, part number for re-utilized part, and supplier (usually Department).

7.4.4 Contractor must track the fair-market value* of cannibalized parts actually used in Vehicle repairs on an Excel spreadsheet.

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

7.4.4.1 The final form and format for the Excel spreadsheet must be approved by County Project Manager.

7.4.4.2 The Excel spreadsheet must be sorted by Vehicle number and Repair Order number.

7.4.4.3 The Excel spreadsheet must capture a subtotal for each Repair Order, as well as a running total for all Repair Orders closed each month. Contractor must track Repair Order information monthly commencing upon the Work Start Date.

7.4.4.4 Contractor must include the Excel spreadsheet, or other approved format, with each Monthly Report required in Paragraph 13.3 (Monthly Report) below.

7.4.4.5 Contractor must maintain the Excel spreadsheet throughout the term of the Contract.

7.4.5 At the direction of County Project Manager, Contractor must invoice for use of the Department's cannibalized parts, as follows:

a. For Fixed-Price Work, Contractor must credit the 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.

b. For FFS Work, Contractor must invoice the County only for the labor associated with the FFS Work at the FFS hourly labor rates specified in Exhibit B (Price Sheet) to the Contract.

7.5 Outfitting Parts and Components, Inventory Program

Contractor must manage the County's outfitting parts and components inventory program [refer to Paragraph 5.13 (New Vehicle Preparation) above].

Contractor is responsible for:

a. Receiving into inventory, and issuing, all outfitting parts and components purchased by the Department or Contractor.

b. Inventorying all outfitting parts and components in ShopFax, and entering part information, including part number, VMRS code, description, manufacturer, part value/cost.

c. Running accurate Parts Usage Reports in ShopFax.

d. Creating barcodes for outfitting parts when required by County Project Manager.

7.6 Parts Procurement – Special Measures

7.6.1 Contractor must take special measures, at its sole discretion, to obtain and/or stock parts and components in order to remain in compliance with the Contract.

7.6.2 At times, the State has market-favorable pricing with respect to parts through its State-wide contract. The County may authorize Contractor to purchase parts through the State's channels. Furthermore, if conditions or pricing warrants, Contractor must make every effort to purchase certain parts from the State's contract or other cooperative agreement whenever a cost savings exists. Any changes in part taxation rate must be conveyed to County Project Manager within 30 Days of the rate change.

7.6.3 All shipping charges necessary for Contractor to perform Work are covered under the Fixed-Price and/or FFS rates listed in Exhibit B (Price Sheet) to the Contract except as specified below. Contractor's request for FFS charges must have prior written approval by County Project Manager.

7.6.4 If special measures are requested by County Project Manager for specific Vehicles, and Contractor is otherwise in compliance with repair times and

the out-of-service rates listed in Paragraph 4.4.2 (Out-of-Service Rates) above, Contractor may invoice the County for special delivery charges FFS-Direct Purchase to the County, at Contractor's actual cost plus tax, plus an administrative handling fee not to exceed six percent of actual cost.

7.6.5 Under no circumstance must Contractor engage in, or otherwise authorize, encourage, or accept any procurement practice engaged in by its employees in violation of federal, state, or local purchasing laws and regulations.

7.7 Quality of Parts to be Furnished

Parts used to maintain and repair all Vehicles and equipment must meet or exceed OEM specifications. If the OEM has updated the quality of parts for current production, parts supplied under the Contract must meet or exceed the updated quality. The County reserves the right to require or exclude the use of specific part brands or components on County Vehicles.

7.7.1 Lubricants and Fluids

All lubricants and fluids must meet or exceed OEM standards for their specific application and must be approved by County Project Manager. Contractor must install all lubricants and fluids in accordance with OEM specifications and procedures and must be handled in accordance with California Occupational Safety and Health Agency (Cal/OSHA) standards.

7.7.2 Engines and Transmissions

7.7.2.1 All replacement engines and transmissions (including differentials, components, and other related parts) must meet or exceed OEM unit performance as it pertains to operational longevity, failure rates, and in-Vehicle performance characteristics.

7.7.2.2 Warranties for replacement engines and transmissions, including differentials, components, and other related parts, must be as follows:

a. For Vehicles with a GVWR up to and including 10,000 lbs.: warranties must meet or exceed OEM warranty of three years or 36,000 miles, or as extended by supplier/manufacturer.

b. For Vehicles with a GVWR of 10,001 lbs. or greater: warranties must be for one year with unlimited miles (one year with no mileage limit), or as extended by supplier/manufacturer.

7.7.3 ERV Rims

Contractor must maintain a sufficient stock of ERV rims for patrol Vehicles as directed and approved by County Project Manager.

7.7.3.1 Fixed-Price

All rims, as well as those in inventory on the Work Start Date, will be considered consigned to Contractor for accountability during the term of the Contract. Contractor is 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 will be withheld from Contractor's final payment upon approval by County Project Manager.

7.7.3.2 FFS

Rims purchased and supplied by Contractor (not including rims supplied by the County), must be invoiced to the County as FFS-Direct Purchase, in accordance with Paragraph 1.4.4.4 (FFS-Direct Purchase) above.

7.7.4 Tires

Contractor must maintain a sufficient stock of tires for all Vehicles, as determined by County Project Manager.

7.7.4.1 Pursuit ERVs (Designated by Vehicle Type Code)

a. The original OEM tire installed on any Police Package Vehicle purchased by the Department is the only tire preapproved as a replacement to be used on that specific year, make, and model of Police Package Vehicle. All pursuit tires used on ERVs, or any variance thereto, must be approved in writing by County Project Manager.

b. Goodyear Eagle RS-A, Goodyear Eagle RS-A Plus, General G-MAX Justice, or Firestone Firehawk GT Pursuit tires are to be used on all Police Package Vehicles, whether the Vehicle is Black & White or a solid color sedan, SUV, etc. Tires may not be mismatched on the same Vehicle. Other tires for non-standard Police Package Vehicles may be used only when specifically approved, in writing, by County Project Manager.

7.7.4.2 Non-ERVs, Other Vehicle Types

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

a. Bandag-quality premium retread tires are authorized by the Department for non-steering axles (e.g., drive axles and/or tag axles) of heavy trucks and buses. Retread slicks may also be used for portions of driver training.

b. Retread tires may be installed on certain off-road and other types of equipment only with prior written consent of County Project Manager.

c. All non-ERVs must have tires of the same brand, model, and tread design on both steering and non-steering axles. The tire brand, model, and tread design for steering axles may differ from those installed on non-steering axles; however, all tires must meet or exceed OEM specifications. Any deviation from this standard must be pre-approved, in writing, by County Project Manager and documented in the Repair Order.

Contractor must replace tires on all Vehicles during PM or any other Service or repair when the tread depth is projected to reach the 3/32" minimum prior to the next PM or Service.

7.7.5 Brake Linings

7.7.5.1 Pursuit ERVs (Designated by Vehicle Type Code)

a. OEM brake linings and Wagner® SevereDuty™ brake linings are currently approved for use on all pursuit ERVs, other than motorcycles. No other brake linings may be used unless otherwise specifically pre-approved in writing by County Project Manager.

b. All ERV brake linings must be replaced during PM, or during any other service/repair, whenever they are identified to be 50% or less than the thickness of a new lining.

7.7.5.2 Non-ERVs

a. Currently authorized non-ERV brake linings are OEM or equivalent Wagner® brake linings.

b. All Vehicle brake linings must be replaced during PM, or any other service/repair, whenever they are identified to be 50% or less than the thickness of a new lining.

7.7.6 Body and Paint Repair

Paint utilized in body repairs must meet or exceed OEM specifications, as follows:

a. 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.

b. Contractor must not use after-market body parts for the repair of Vehicles, unless approved prior to use, in writing, by County Project Manager.

c. After-market bumper covers, parking lamps, turn signal lamps, headlamps, front grills, air conditioning condensers, and radiators are currently authorized for use.

7.8 Notwithstanding the standards defined in Paragraph 7.7 (Quality of Parts to be Furnished) above, Contractor must obtain prior written approval from County Project Manager for all pursuit (designated by Vehicle type code) and non-pursuit tires and brake linings installed on Vehicles.

7.9 Parts Warranty Information

Contractor must track and maintain all parts warranty information in ShopFax, pursuant to Paragraph 8.0 (Warranty) below.

7.9.1 Contractor must 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.

7.9.2 Contractor must 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 Paragraph 4.5 (Repair History Review) above.

7.9.3 Parts under warranty must be identified on each Repair Order.

7.10 County Option to Procure Parts

Nothing in the Contract prohibits the County from seeking or obtaining replacement and repair parts other than from Contractor.

7.10.1 For all such parts purchased by the County and utilized by Contractor for FFS Work, Contractor must charge the County only for the labor associated with the FFS Work at the FFS hourly labor rates specified in Exhibit B (Price Sheet) to the Contract.

7.10.2 For all such parts purchased by the County and utilized by Contractor for Fixed-Price Work, Contractor must credit the 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 markup fee, unless otherwise specified, and approved by County Project Manager. Any change to this provision must be approved in writing by County Project Manager.

7.11 Paint Material Costs

Paint material costs* must be identified in each Repair Order.

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

7.11.1 Contractor must invoice the County for all paint materials utilized for accidents and other FFS body/paint repairs at the FFS paint-hour rates specified in Exhibit B (Price Sheet) to the Contract.

7.11.2 Any change to paint material costs, or any interim adjustment, must be pre-approved in writing by County Project Manager.

7.12 Expendable Supplies

Contractor's costs for expendable shop supplies* are included in the annual Fixed-Price portion of the Contract or in the FFS hourly rates. To the extent expendable shop supplies are utilized for FFS Work, Contractor must record such costs in ShopFax under the Contractor Cost category. Contractor must not itemize such costs in Repair Orders nor in Contractor's FFS invoice to the County.

*Expendable shop supplies include, but are not limited to, top-off oil, lubricants, fluids, nuts, bolts, washers, brake and electrical component cleaner, gasket sealer, silicone sealer, sandpaper, abrasives, masking paper or tape, paint masking car bags, body filler, electrical tape, and other materials and supplies commonly considered miscellaneous by the automotive trade.

8.0 WARRANTY

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

8.1 Contractor must implement warranty programs prior to Vehicle activation or as determined by County Project Manager.

8.2 Contractor must, at the direction of County Project Manager, coordinate delayed warranty start dates with Vehicle manufacturer and ensure such warranties are properly implemented upon Vehicle activation.

8.3 Warranty Work, OEM

Contractor must coordinate with appropriate OEMs to have Vehicles, equipment, and parts repaired and/or replaced. Contractor must deliver and/or make available to OEM representatives, all Vehicles, equipment, and parts covered by OEM warranties. Contractor is responsible for all OEM denials of warranty and/or charge-back.

8.4 Warranty Work, In-House – OEM Authorization

The Department may seek authorization from various Vehicle OEMs, for Contractor to perform warranty Work on County premises. Contractor must perform all approved warranty Work following OEM guidelines. The guidelines include, but are not limited to, labor times, parts usage, parts retention, mileage timelines and invoice submission. Contractor must prepare and submit all warranty invoices to OEMs on behalf of the Department.

8.4.1 An agreed-upon percentage of OEM warranty payments or adjustments received by the Department for warranty Work may, with the express prior written approval of County Project Manager, be paid to Contractor and must appear as a credit on Contractor's next monthly invoice to the County.

8.5 After-Market Manufacturer Warranties

8.5.1 Contractor must track the status of all warranties, warranty claims, and warranty reimbursements for all Vehicles, equipment, components, and parts in ShopFax, including, but not limited to, engines, transmissions, transaxles, transfer cases, and other parts/components, and all vendor repairs with warranties that exceed one year and/or 12,000 miles.

8.5.2 Contractor must maintain warranty information by Vehicle number. Files must include a copy of the dealer and/or vendor invoice(s), Repair Order number, VIN, and any associated records necessary to ensure dealer and/or vendor compliance with extended warranty.

8.6 Warranty Record Requirements

8.6.1 Contractor must maintain hard copies of warranty records on site at Eastern Avenue, pursuant to Paragraph 10.0 (Records) below.

8.6.2 Contractor must include a summary of warranty reimbursement claims in the Monthly Report pursuant to Paragraph 13.3 (Monthly Report) below.

8.7 Comebacks and Reworks

Contractor must warrant all components, parts, and labor for the period specified in Attachment 7 (Components, Parts, and Labor Warranty) to this SOW, or through the end of the term of the Contract, whichever comes first.

8.7.1 Contractor must perform comebacks and reworks when a failure or symptom of failure related to previous repairs or Services on a Vehicle or component thereof occurs during the warranty period. Contractor must notify County Project Manager prior to the start of any Work.

8.7.2 All fees, including transportation, for all reworks and/or comebacks for all repairs, whether Fixed-Price or FFS, will be at Contractor's sole expense.

8.7.3 Comebacks

8.7.3.1 A "comeback" means any maintenance or repair item not identified and/or repaired on the Vehicle while Vehicle is at a repair location for PM Service pursuant to Paragraph 5.6 (Preventive Maintenance (PM) Program) above within 90 Days of inspection and as specified in Attachment 5 (Preventive Maintenance and Other Inspection Checklists) to this SOW.

8.7.3.2 A "quality control comeback" means 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 specified in Attachment 5 (Preventive Maintenance and Other Inspection Checklists) to this SOW.

8.7.4 Reworks

"Rework" means any mechanical/electrical or paint/body repairs required to correct the same noted mechanical/electrical system deficiency or previously performed paint/body repairs within the warranty period identified in Attachment 7 (Components, Parts, and Labor Warranty) to this SOW.

8.7.4.1 Rework applies to all repairs, scheduled or unscheduled, under both Fixed-Price and FFS pricing.

8.8 Completion Times

8.8.1 Contractor must begin corrective Work for a mechanical/electrical comeback or rework within four hours of delivery of Vehicle to Contractor.

8.8.1.1 Contractor must complete mechanical/electrical comebacks or reworks Work within two Business Days, plus MLG or ALLDATA labor time allowance for the corrective Work, from time of delivery of Vehicle to Contractor.

8.8.2 Contractor must begin corrective Work for a paint/body comebacks or reworks immediately upon delivery of Vehicle to Contractor.

8.8.2.1 Contractor must complete paint/body comebacks or reworks Work in accordance with CCC ONE Estimating or other County-approved estimating guide for parts cost and labor time allowances and/or accepted industry standards for Vehicles not listed in the guide, as approved by County Project Manager, plus five Business Days.

8.8.3 All comebacks and reworks Work will be subject to the same quality standards as the original repair.

8.9 Percentage Standards

8.9.1 Contractor must track comebacks and reworks separately.

8.9.2 Contractor must not exceed a rework or comeback rate of three percent per month for each repair location where original Work was completed.

8.9.3 Contractor must calculate the numbers of comebacks and reworks monthly for each repair location and for the Fleet overall.

8.9.3.1 Contractor must identify the number of comebacks and reworks by percentage of Repair Orders, repair location where the original Work was completed, and the Fleet overall.

8.10 Reporting

Contractor must report the comeback and rework percentage rate for each repair location where original Work was completed in the Monthly Report [refer to Paragraph 13.3 (Monthly Report) of this SOW].

8.11 Reimbursements to the County

8.11.1 Contractor must reimburse the County for more than one comeback and rework for the same problem. Reimbursement must be in the form of an invoice credit applied to Contractor's most current invoice to the County, within the same month as the repairs were completed or as determined by County Project Manager.

8.11.2 The County reserves the right, at its sole discretion, to send the Vehicle for repair to an outside vendor and seek invoice credits from Contractor pursuant to Paragraph 4.11 (Failure to Complete Timely Repairs and/or Request Extensions) above.

9.0 REPAIR LOCATIONS AND EQUIPMENT

The Department owns repair locations that it makes available to Contractor for the maintenance of Vehicles and equipment as specified in Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW]. The County may add or delete repair locations at any time during the term of the Contract. To implement a change in repair locations, a written notification thereof will be sent by the County to Contractor, and the change will be documented on a Change Notice pursuant to Paragraph 8.1 (Change Notices and Amendments) of the Contract.

9.1 Use of Facilities

County property must not be used for any personal advantage, business gain, or other personal endeavor by Contractor or Contractor's employees other than in the performance of the Work described in the Contract.

9.2 County-Owned Tools and Equipment, Maintenance and Repairs

Contractor must establish a maintenance and repair program for all County-furnished tools and equipment, which includes OEM-recommended and, if applicable, Contractor-recommended inspection and Servicing schedules.

9.2.1 Contractor must notify the County within 24 hours of discovering a malfunction of a repair location's fixture. If the County determines that the fixture malfunction resulted from Contractor negligence, Contractor is responsible for the cost to repair or replace the damaged fixture [refer to Paragraph 9.2.5 (Replacement of County Tools and Equipment, Contractor Negligence) below].

9.2.2 Contractor must repair inoperative County tools and equipment immediately. Out-of-service time for any County tool and equipment must not exceed five Business Days.

9.2.2.1 The malfunction or breakdown of Vehicle Servicing equipment, whether County or Contractor owned, will not absolve Contractor of labor requirements as stated in Attachment 4 (Preventive Maintenance Schedules, Labor Times, and Vehicle Classifications) to this SOW.

9.2.2.2 Contractor must, at the request of County Project Manager, supply temporary replacements for County tools and equipment when out-of-service time exceeds two Business Days. The County will reimburse Contractor through FFS-Direct Purchase if there is a rental charge to supply temporary replacements for County tools and equipment, with prior written approval of County Project Manager.

9.2.3 Contractor must refurbish existing County tools and equipment, as needed, with prior written approval from County Project Manager.

9.2.4 Contractor must make "replace-versus-repair" recommendations on County tools and equipment to County Project Manager when repairs do not appear to be cost-effective, nor in accordance with industry practices.

9.2.4.1 The final decision to replace or repair County tools and equipment will be at the sole discretion of County Project Manager, based on Contractor's repair location inspections, maintenance, and Servicing history.

9.2.5 Replacement of County Tools and Equipment, Contractor Negligence

Contractor is responsible for all excessive wear, breakdown, loss, damage, or destruction of County tools and equipment resulting from Contractor's misuse or inadequate maintenance of County tools and equipment (Contractor negligence).

9.2.5.1 Contractor must replace such County tools and equipment, at Contractor's sole expense, within ten Business Days of final approval by County Project Manager.

9.2.5.2 Contractor must purchase, at Contractor's expense, comparable replacements for such County tools and equipment using a competitive purchasing process approved by County Project Manager.

9.2.5.3 Failure to replace County tools and equipment in a timely manner may subject Contractor to the daily assessments outlined in Attachment 10 (Performance Requirements Summary (PRS) Chart) to this SOW. Additionally, the County reserves the sole right to purchase replacement tools and equipment. In such event, the County will deduct the cost of such tools and equipment, plus taxes, and a six percent administrative handling fee, from Contractor's most current monthly Fixed-Price invoice. Notwithstanding the County's right to purchase said tools and equipment, 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 and equipment.

9.2.6 Replacement of County Tools and Equipment, Normal Wear

Contractor must replace County tools and equipment requiring replacement due to normal wear and tear within ten Business Days of final approval by County Project Manager. Failure to replace County tools and equipment in a timely manner may subject Contractor to the daily assessments outlined in Attachment 10 (Performance Requirements Summary (PRS) Chart) to this SOW.

9.2.6.1 Contractor must purchase or lease comparable replacements for County tools and equipment using a competitive purchasing process approved by County Project Manager. Any County replacement tools and equipment purchased and/or installed by Contractor will be paid for by the County, plus a six percent administrative handling fee [refer to Exhibit B (Price Sheet) to the Contract], in the following billing month, as approved by County Project Manager.

9.2.7 All County tools and equipment purchased and/or installed by Contractor for the County will become County property, unless otherwise determined by County Project Manager.

9.2.8 Contractor may amortize the value of Contractor-purchased County tools and equipment using a method acceptable to the County.

9.2.9 For the purposes of computing amortization, County tools and equipment purchased prior to and including the 15th Day of any month will be considered as having been purchased on the first Day of the month. County tools and equipment purchased after the 15th Day of the month are considered purchased on the first Day of the following month.

9.2.10 In the event of early termination of the Contract, the County will reimburse Contractor for the unamortized value, less depreciation, for select County tools and equipment purchased by Contractor during the Contract term, only for those replacement tools and equipment purchased.

9.3 Contractor-Owned Tools and Equipment

Contractor must furnish and maintain sufficient tools, equipment, golf carts, and utility Vehicles to perform the required Work.

9.3.1 Contractor must establish a maintenance and repair program for all Contractor-owned tools and equipment. The maintenance and repair program must include OEM-recommended inspection and servicing schedules, and, if applicable, Contractor-recommended inspection and servicing schedules.

9.3.2 Contractor must inspect and maintain all Contractor-owned tools in accordance with Contractor's maintenance and repair program.

9.3.3 Contractor must repair inoperative Contractor-owned tools immediately. Out-of-service time must not exceed five Business Days.

9.3.4 Contractor must acquire and maintain all related technical service manuals and/or obtain access to technical and informational web sites, as necessary.

9.3.5 Contractor may, at Contractor's sole expense, provide additional improved tools and equipment (additional tools), with advance approval of County Project Manager.

9.3.5.1 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.

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

9.4 Repair Location Modifications

Contractor must not make any changes, modifications, alterations, or improvements to any Department repair location without prior written approval from the County. Contractor must immediately, at Contractor's sole expense, restore modifications not approved by the County to its original condition. Contractor's failure to restore changes to its original condition will result in restoration by the County at Contractor's expense.

9.5 Repair Location Maintenance

Contractor is responsible for the safety and clean appearance of all Department's repair locations, workshops, and other assigned areas on County properties, as follows:

a. Contractor must furnish all supplies and materials needed to perform internal maintenance and housekeeping,

b. Car wash bay maintenance, including cleaning the car wash bay and surrounding area daily,

c. Sweeping/Cleaning Floors:

   i. Sweep/vacuum to pick up trash/debris,

   ii. Remove oil, grease, and other stains from facility surfaces, and

   iii. After steps one and two above are completed, water/wash down floor,

d. Contractor must immediately clean all spills and promptly remedy all other identified safety hazards,

e. Trash Removal:

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

ii. At least once daily (or more frequently, if needed) empty all portable trash cans, barrels, or containers and remove and dispose of trash and food from facility,

iii. Re-line trash cans, barrels, or containers with a heavy-duty bag liner of no less than 3 mils thickness,

iv. Contractor is responsible for the appropriate temporary storage and scheduled removal of all non-hazardous waste. Contractor may utilize County's trash disposal dumpsters for the disposal of non-restricted/non-hazardous waste, resulting from the maintenance of County's fleet,

v. Keep lunchrooms and working areas free of food debris,

f. Eyewash Station:

Eyewash stations must be visually inspected for cleanliness at least weekly and must be cleaned every 90 Days. Such inspections and cleaning must be clearly recorded on a tag affixed to each eyewash station,

g. Facility Repairs/Replacements,

Contractor must repair/replace the following as directed by County Project Manager:

i. 110-volt light bulbs,

ii. Fluorescent light bulbs,

iii. Any broken glass,

iv. Soap/towel/toilet paper dispensers,

v. Shop keys,

vi. Knobs and handles,

vii. Minor plumbing (such as stopped-up toilet),

viii. Clogged sinks,

ix. Worn/damaged faucets,

x. Damages caused by Contractor employees, and

xi. All other internal maintenance and housekeeping items required for a safe and sanitary environment,

h. Restrooms,

Contractor must clean restrooms at the following repair locations:

i. Men's Central Jail,

ii. Pitchess Detention Center, and

iii. Eastern Avenue (two 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).

The Department has the sole discretion to direct Contractor to provide restroom cleaning at any of its other repair locations, and

i. Paint Booths,

   i. Clean the interior of paint booths and surrounding areas daily, and

   ii. Replace paint booth filters as needed at Contractor's sole expense.

9.6 Repair Locations, Tools and Equipment, Monthly Inspections

Contractor must perform monthly inspections, in collaboration with the County, at all repair locations operated by Contractor in the performance of the Contract.

Contractor's monthly inspections must include the following:

a. Inspection and maintenance of all County and Contractor owned tools and equipment in accordance with OEM standards,

b. Ensuring all repair location and safety equipment meets and exceeds automotive industry, Cal/OSHA, and American National Standards Institute (ANSI) standards, and

c. Ensuring that an updated employee safety manual is available at each workstation.

9.6.2 Repair Location and Facility Equipment, Records/Reporting

Contractor must 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.

9.6.2.1 Contractor must make such records available within 48 hours upon request by County Project Manager. Contractor must maintain such records for the term of the Contract at Eastern Avenue and for a period of five years following the expiration or termination of the Contract.

9.6.2.2 Contractor must inspect, document, and report the condition of all repair locations, tools, and equipment as part of the Monthly and Quarterly Reports.

9.6.2.3 Contractor must report the status of facility environmental compliance in the Quarterly Report.

9.7 Vehicle Yard Check and Reporting

9.7.1 Contractor must conduct physical yard checks at Eastern Avenue, Pitchess Detention Center, and STARS Center every Tuesday and Thursday of each week. Yard checks must encompass the repair location and all surrounding areas where Vehicles are parked, stored, and/or undergoing repair.

9.7.2 Contractor must determine the status of Vehicles that do not have a Repair Order, and open a Repair Order, as applicable.

9.7.3 Contractor must 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.

9.7.4 Vehicle Yard Check Report Requirements

Contractor must analyze its findings and summarize the information into an Excel spreadsheet and provide County Project Manager with a completed Vehicle Yard Check Report no later than 12:00 p.m. on the Day of the yard check.

9.7.5 County Project Manager will 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.

9.8 Contractor Responsibilities at Contract Conclusion

9.8.1 Repair Locations

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.

9.8.1.1 Contractor must restore all repair locations (including County-furnished tools and equipment) to their original condition as of the Work Start Date, less normal wear, to the satisfaction of County Project Manager.

9.8.1.2 Contractor must remove all fixtures and/or personal property belonging to Contractor within ten Business Days after expiration or termination of the Contract.

a. Removal of fixtures and/or personal property must be accomplished in such a manner to minimize any disruption of Services that Contractor or incoming Contractor may be performing.

9.8.1.3 All improvements to repair locations made by Contractor will become County property upon expiration or termination of Contract.

9.8.2 Tools and Equipment

9.8.2.1 The Department and Contractor must conduct a joint inventory and inspection of County-furnished tools and equipment 60 Days prior to the expiration or termination of the Contract. Each tool and piece of equipment, its location and operating condition, will again be jointly agreed to and documented at that time.

9.8.2.2 Contractor will be accountable for missing and/or damaged County tools (except for normal wear and tear), as determined by the County, at its sole discretion. The County will withhold the fair market value of missing and/or damaged County tools from Contractor's final invoice payment.

9.8.2.3 Contractor must repair or replace damaged or missing County-furnished tools with tools of comparable quality and functionality. In lieu of Contractor's replacement of such County-furnished tools, the County will deduct the fair market value of such tools from Contractor's most current invoice, as determined by County Project Manager.

9.9 Waste Management

Contractor must dispose of all non-hazardous and hazardous trash and waste generated by the maintenance and repair of Vehicles and equipment, including waste tires and all other Work performed under the Contract. Contractor must provide waste disposal Services at no additional cost to the County in accordance with the Contract and all applicable federal, state, and local rules and regulations.

9.9.1 Non-Hazardous Waste Material

9.9.1.1 Contractor may utilize Department-provided trash disposal dumpsters for the disposal of non-restricted/non-hazardous waste at all repair locations listed in Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW, as directed and approved by County Project Manager.

9.9.1.2 Notwithstanding the above, Contractor must provide trash disposal dumpsters at Men's Central Jail pursuant to the Fixed-Price terms of the Contract.

9.9.1.3 For the disposal of parts scrap metal, Contractor must utilize Department-owned recycling bins at Eastern Avenue and Pitchess Detention Center. Additionally, Contractor must initiate and utilize an efficient and environmental-friendly procedure at all other repair locations listed in Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW, as directed and approved by County Project Manager.

9.9.1.4 The 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. Such additional trash service at locations other than Men's Central Jail must be invoiced as FFS-Direct purchase in accordance with Paragraph 1.4.4.4 (FFS-Direct Purchase) above. If County Project Manager requires additional trash service, Contractor must invoice the County monthly, in arrears,

at Contractor actual cost with tax, plus an administrative handling fee not to exceed six percent of actual cost.

9.9.2 Hazardous Waste Material

Contractor must dispose of all hazardous trash and waste generated in providing the Services set forth in the Contract, including without limitation, used tires, parts, metal, oil, oil filters, antifreeze, fuel, Freon, and batteries, according to all applicable laws including OSHA and Environmental Protection Agency (EPA) regulations.

9.9.2.1 Contractor must provide sufficient environmentally approved parts cleaning systems, as appropriate for the number of workers at each repair location. Contractor must have such systems serviced according to manufacturer recommendations.

9.9.2.2 Contractor must provide training to Contractor's employees and agents working with and handling hazardous materials, in accordance with all applicable laws including OSHA and EPA regulations.

9.9.2.3 Contractor must create a hazardous material spill containment plan (HMSCP) and include it in its Operational Plan [refer to Paragraph 4.3 (Operational Plan) above].

a. The HMSCP must, at a minimum, include a list of all available and appropriate spill kits, and employee instructions regarding the handling, cleanup, and proper disposal of hazardous materials.

b. The HMSCP must include the methods and procedures for recording all stored and used hazardous chemicals, and methods for documenting all hazardous waste generated, spilled, and disposed. The records must include the materials' origin, use, transportation, and ultimate distribution and disposal. All disposals must be in accordance with current federal, state, and local rules and regulations, laws, and requirements.

c. As part of its Operational Plan, Contractor must draft and maintain a hazardous communications program (HCP) which complies with all federal, state, and local law and regulations.

d. The HCP must 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 EPA regulations.

e. Both the HMSCP and HCP are subject to review and approval by County Project Manager. Contractor accepts all liability for the effectiveness of the HMSCP and HCP.

9.9.2.4 Contractor must maintain records for five years from date of final disposal of the hazardous material. Contractor must make all records available to the County within 24 hours of any request by County Project Manager.

9.10 Clean Fuel Program

9.10.1 General

As required by the County, Contractor must develop and maintain a clean fuel program, which must include and incorporate all federal, state, local, and County clean fuel program mandates to ensure cost-effective clean fuel compliance. The clean fuel program must be diverse in its approach to clean fuel alternatives.

9.10.2 Contractor's Clean Fuel Subject Matter Expert must:

a. Serve as the Department's subject matter expert on clean fuel regulations and programs.

b. 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.

c. Track and monitor the clean fuel program and funding possibilities from all federal, state, and local levels.

d. Report on the status and funding availability of all clean fuel programs that may assist the Department in meeting its clean fuel goals.

e. Assist the Department in acquiring appropriate quantities and types of alternate fuel Vehicles, and in taking advantage of all clean fuel programs.

f. 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.

9.11 Safety

9.11.1 Contractor must furnish and maintain safety supplies and equipment, including first-aid kits and flashlights at all repair locations. Contractor must use materials and equipment that are safe for the environment and personnel. Contractor personnel must be trained in the use of basic safety equipment.

9.11.2 Contractor Project Manager must provide an immediate verbal report followed by a written report to County Project Manager of any incidents

and/or accidents that occur on County property. The written report is due within 24 hours of occurrence or discovery.

9.11.3 The County does not warrant or guarantee against the possibility that safety, environmental, or potential hazards may exist at the repair locations. Contractor is responsible for identifying any hazardous conditions and notifying the County of these conditions within 30 Days of the start of the Contract and any time thereafter when deemed necessary.

10.0 RECORDS

Contractor must track all data related to County's Fleet and keep records of all information pertaining to Services performed on the County's Fleet. Contractor must maintain copies of all Fleet operation records, in both hard copy and electronic (pdf) formats, on file at each record's original repair location for the initial three months following repair completion. Contractor must then relocate and maintain all records at Eastern Avenue throughout the term of the Contract, and for a period of five years after the Contract expiration or termination, pursuant to Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) of the Contract.

10.1 Records Access and Ownership

10.1.1 Fleet operation records include, but are not limited to, all reports outlined in Paragraph 13.0 (Reporting Requirements) below and the following documents:

a. Contract Inspection Reports issued to Contractor by County Project Manager and Contractor responses,

b. Contract Discrepancy Reports issued to Contractor with responses,

c. Monthly invoices for payment,

d. PM and inspection records, signed original or electronic copies of all checklists, including, but not limited to, all documents listed in Attachment 5 (Preventive Maintenance and Other Inspection Checklists) to this SOW,

e. Most current revised Operational Plan,

f. Most current updated Quality Control Plan,

g. All Quality Control Plan inspections (must be made available within 24 hours following the County's request),

h. Vehicle maintenance and repair records,

i. Accident repair records, initial and second estimates with full color photos,

j. Vehicle and parts warranty information,

k. New Vehicle receiving and processing records, including New Vehicle Preparation Inspection Checklists,

l. Vehicle outfitting records, including Outfitting Build Sheet,

m. ShopFax records and reports,

n. Repair location and facility equipment maintenance records, and

o. Other records, as may be required from time to time and as requested by County Project Manager.

10.1.2 Contractor must provide authorized County representatives with access to all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda for all Services provided.

10.1.3 All reference files and procedures and all electronic data is the property of the County upon completion or termination of the Contract.

10.2 Reference Files and Procedures

Contractor must maintain a complete file of service manuals, service bulletins, lubrication charts and other information needed to properly Service and repair the County's Fleet.

11.0 CONTINGENCY PLAN

Contractor must have a contingency plan in place to address any interruption or reduction in Service during the term of the Contract due to work stoppages, slowdowns, or Contractor's failure to provide adequate staffing, parts and/or Service delivery. Contractor must continue to provide required Services by whatever means available and must incur all related costs necessary to provide repair and maintenance Services as specified in the Contract. Should Contractor fail to supply an alternate service, the County will have the right to continue Services by whatever means available and charge any reasonable costs in excess of what would have been paid to Contractor associated with the alternate service to Contractor. Contractor's failure to remedy Service interruptions will be grounds for termination of the Contract.

12.0 TRANSITION PLANS

12.1 Service Transition

Contractor must provide a transition plan within 15 Days of Contract execution which includes Contractor's resources, startup operations, detailed staffing plans, activities, and timeframes necessary (not to exceed 60 Days) to provide the requirements specified in the Contract.

12.2 Phase in – Phase out

Upon expiration or termination of the Contract, if Contractor is not chosen to continue in its role, Contractor must, upon written notification from the County, provide phase-in, phase-out Services for up to 60 Days after the Contract expires or is terminated. After notification, Contractor must cooperate in good faith with successor Contractor in determining the nature and extent of the Services, including the development of a mutually acceptable transition plan, subject to

approval by the County. Contractor must provide sufficient, experienced personnel during the transition period to ensure that all Services called for by the Contract are maintained at the specified level of Contract performance. Contractor will be reimbursed for all reasonable transition costs, which accrue within the agreed period after Contract expiration or termination. Contractor must cooperate with the successor Contractor in allowing as many personnel as practical to remain on the job to enhance the continuity and consistency of the Services called for by the Contract. Contractor must disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees.

13.0 REPORTING REQUIREMENTS

13.1 Vehicle Out-of-Service Report

13.1.1 The Vehicle Out-of-Service Report (VOSR) is a daily report. Contractor and the County must use the VOSR to document compliance with the Vehicle out-of-service requirements.

13.1.2 Contractor must email an electronic version of the VOSR to both County Project Manager and County Supervising Contract Program Monitor by 3:30 p.m. on each Business Day. The VOSR must be run and must be current and accurate as of 2:30 p.m. on each Business Day.

13.1.3 The VOSR must include, but not be limited to, the following Vehicle categories:

a. ERVs [refer to Attachment 6 (Out-of-Service Rates) to this SOW] including:

   i. A count of all active (in-service) black-and-white ERVs (Equipment types 1, 9, 19, 22, and 26), for both Fixed-Price and FFS categories, that are out of service for maintenance and/or repairs by UOA,

   ii. The number and percentages of black-and-white ERVs out-of-service by UOA,

   iii. A sub-listing of out-of-service black-and-white ERVs that qualify as exceptions to the out-of-service rate requirement, and

   iv. Contractor's compliance or non-compliance with the out-of-service rates.

b. Non-ERVs [refer to Attachment 6 (Out-of-Service Rates) to this SOW] including:

   i. A count of all active (in-service) non-ERVs (all Equipment types except 1, 9, 16, 19, 22, 26, 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,

   ii. The number and percentages of non-ERVs out-of-service, by UOA,

iii. A sub-listing of out-of-service non-ERVs that qualify as exceptions to the out-of-service rate requirement, and

iv. Contractor's compliance or non-compliance with the out-of-service rates.

c. Inmate Transport Buses [refer to Attachment 6 (Out-of-Service Rates) to this SOW] including:

i. A count of all active (in-service) inmate 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,

ii. The Vehicle number, repair location of each bus, and the types of repairs required,

iii. The number and percentages of inmate transport buses out-of-service by UOA,

iv. A sub-listing of out-of-service buses that qualify as exceptions to the out-of-service rate requirement, and

v. Contractor's compliance or non-compliance with the out-of-service rates.

d. Patrol Motorcycles [refer to Vehicle Type 16 listed on Attachment 1 (Vehicle and Equipment List) to this SOW] including:

i. 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,

ii. The Vehicle number, repair location of each motorcycle, and the types of repairs required, and

iii. Contractor must 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 Paragraph 8.26.5(b) of the Contract.

13.1.4 The VOSR must include the following information:

a. Total number of Vehicles assigned by UOA,

b. Maximum number of Vehicles allowed out-of-service by UOA,

c. Number and percentage of Vehicles out-of-service for Contract compliance,

d. Number of Vehicles which qualify as exceptions to the out-of-service rate requirements, and

e. A listing of active Vehicles currently out-of-service that are exceeding the three to 15 Business Day mechanical repair time requirements, and any active Vehicles currently out-of-service that are exceeding the three to 21 Business Day accident, body, and paint repair time

requirements. Information for this requirement must include a list, by Department repair location, with the number of Business Days exceeding the repair time requirement per Vehicle. Contractor must provide totals for each category.

Contractor must use the information in this section of the VOSR to assist in tracking and calculating the automatic deductions required pursuant to Attachment 10 (Performance Requirements Summary (PRS) Chart) to this SOW.

13.1.5 Contractor must highlight on the VOSR all UOAs that exceed the allowed maximum number of Vehicles out of service, by Vehicle category as pursuant to Paragraph 13.1.3 above.

13.1.6 Month-To-Date Spreadsheet: Contractor must document the Vehicle out-of-service non-compliances and running subtotal information by UOA for all categories listed in Paragraph 13.1.3 above (patrol motorcycles excluded) on separate "month-to-date" spreadsheets. Grand totals must be entered into the final report of the month. The final form and format of the month-to-date spreadsheet must be approved by County Project Manager.

13.1.7 Contractor's obligation to provide the VOSR must not be diminished in the event of ShopFax downtime. (Note: Some VOSR information may be obtained from daily yard checks conducted by Contractor).

13.1.8 County Project Manager 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.

13.1.9 The final form and format of the VOSR must be approved by County Project Manager.

13.2 Daily Staffing Report

13.2.1 The Daily Staffing Report (DSR) comprises a complete list of all Contractor's staff, including name, position, and daily work location, as required by Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW.

13.2.2 The DSR must verify daily compliance with the total minimum staffing requirements listed in Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW for each Business Day and must indicate whether Contractor staff are present or absent.

13.2.3 Contractor must document and report all permanent personnel changes, as they occur, on the DSR. Contractor must report all staff by name, position, work location, and current certifications/licenses.

13.2.4 Minimum Staffing Levels at Men's Central Jail, Century Station, Eastern Avenue, and Pitchess Detention Center

13.2.4.1 Contractor must specifically document non-compliance with the minimum staffing and Work shift requirements that occurred at Men's Central Jail, Century Station, Eastern Avenue, and Pitchess Detention Center, as specified in Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW.

13.2.4.2 Contractor must make appropriate deductions for such non-compliance, from each monthly invoice (invoice credits). The deduction amounts are listed in Paragraph 8.26.5(c) of the Contract.

13.2.4.3 Contractor must indicate all violations waived by County Project Manager.

13.2.5 Contractor must email an electronic version of the initial DSR to County Supervising Contract Program Monitor and to each County Contract Program Monitor by noon on each Business Day.

13.2.6 Contractor must email an updated electronic version of the final DSR to County Project Manager, County Supervising Contract Program Monitor and each County Contract Program Monitor by 3:30 p.m. on each Business Day. The final DSR must be current and accurate as of 2:30 p.m. on each Business Day.

13.2.7 The final form and format of the DSR must be approved by County Project Manager.

13.3 Monthly Report

13.3.1 The Monthly Report must contain the following minimum information:

a. 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 Days.

b. PM delinquencies: Vehicles delinquent for PM after two notifications to the responsible party, when requested by County Project Manager.

c. 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 repairs," "Department driver unable to leave Vehicle," etc.).

d. Comebacks: the number of comebacks by percentage of Repair Orders per repair location, and by percentage of Repair Orders for the Fleet overall.

e. Reworks: the number of reworks by percentage of Repair Orders per repair location, and by percentage of Repair Orders for the Fleet overall.

f. 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.

g. The County-generated ShopFax campaigns and completion status: the number of Vehicles completed per campaign, number of Vehicles not completed, and percentage completed per campaign.

h. Warranty reimbursement claims summary: all revenue received from warranty reimbursements on Vehicles, and the percentage credited to the County. Contractor must categorize warranty reimbursements by type of warranty claim (e.g., Vehicles, equipment, components, parts, etc.).

i. Vehicle inspections, ERVs: copies of inspections, number of Vehicles completed during the monthly reporting period, and year-to-date percentage completed. Avalon Station ERV and non-ERV inspections must be included every third month of the Contract year.

j. Vehicle accidents, status: date Vehicle received, days out-of-service, and summary of all Vehicles exceeding the Contract repair time requirements.

k. Repair Time Requirement Deficiencies: Number of active, out-of-service Vehicles during the month that exceeded the mechanical repair time compliance requirements, and the total number of in-service Vehicles during the month that exceeded the accident, body, and paint repair time compliance requirements, less the exceptions listed by Department repair location, Vehicle number, days exceeded per Vehicle, and totals provided for each repair time category.

    i. Contractor must 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 Paragraph 8.26.5 of the Contract.

l. Vehicle receiving and preparation:

    i. The number and a listing, by Vehicle number, of all Vehicles received in the previous month, including the status of each Vehicle as processed through DMV, in process with DMV, or awaiting to be processed with DMV for the month.

    ii. The number and a listing, by Vehicle number, of all Vehicles outfitted and all Vehicles prepped for decommissioning for the

month. Contractor must indicate the Vehicles by the categories of fully outfitted (both Fixed-Price and FFS), other-than-fully outfitted, and other outfitting work, and subtotaled by equipment types, as directed by County Project Manager.

iii. Contractor must maintain the required data in spreadsheet format.

m. Decommissioned Vehicles: number of Vehicles sent to auction, sold at auction, and/or cannibalized for the month.

n. Cannibalized parts used in the repair of 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.

o. 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).

p. Complete staffing report: by Contractor employee name, position, work location, current certifications/licenses, and driver's licenses with endorsements and updated expiration dates.

q. ShopFax downtime: by number of hours, by terminal location, by system overall, and causes.

The final form and format for this portion of the Monthly Report must be as directed by County Project Manager.

13.3.2 Contractor must provide an electronic version of the Monthly Report to County Project Manager and County Supervising Contract Program Monitor within five Business Days after the end of each month.

13.3.3 Monthly Report must be reviewed for accuracy by either Contractor Project Director or Contractor Project Manager, signed and dated, prior to submission to the County.

13.4 Quarterly Report

13.4.1 Contractor must provide an electronic version of the Quarterly Report to County Project Manager and County Supervising Contract Program Monitor within ten Business Days following the end of each quarter. The Quarterly Report must contain the following minimum information:

13.4.1.1 Status of Contract compliance/non-compliance, categorized as follows:

a. Repair Time

Three to 15 Day repair time compliance 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

Minimum staffing compliance pursuant to Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW.

c. Out-of-Service Rates

Vehicle out-of-service rate compliance [refer to Paragraph 4.4.2 (Out-of-Service Rates) above].

d. Repair location maintenance and repair schedule

Status of facility maintenance and repair schedule compliance [refer to Paragraph 9.5 (Repair Location Maintenance) above].

e. Environmental Compliance Program

Status of repair location environmental compliance [refer to Paragraph 4.3 (Operational Plan) above].

f. QC corrective action plans

Quality control corrective action plans to remedy non-compliance, when required with specific steps and timetables Contractor must use to achieve compliance.

If Contractor is 100% compliant, then the Quarterly Report must include that information.

13.4.1.2 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.

13.4.1.3 Clean Fuel Programs

Status of all Clean Fuel Programs, 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 must include the status of the Clean Fuel Program (i.e., Vehicles completed, Vehicles still pending, schedule status, and cost to date).

13.4.1.4 Equipment purchases

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.

13.4.1.5 Equipment sold

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.

13.4.1.6 ShopFax master record review

Status of ShopFax master record review and physical fleet inventory and verification, including the number of Vehicles completed, the number of Vehicles remaining, and a list of Vehicles or equipment, by Vehicle number, that could not be located.

13.4.1.7 VMRS parts coding verification

Status of VMRS parts coding verification, including the number of parts coded or verified, the number of parts remaining to be coded, and the number of parts determined to be unidentifiable.

13.4.2 The final form and format for the Quarterly Report must be as approved by County Project Manager.

13.4.3 Contractor Project Director or Contractor Project Manager must review, sign and date the Quarterly Report for accuracy, prior to submission to the County.

13.5 Annual Report

13.5.1 Contractor must provide an electronic version of the Annual Report to County Project Manager and County Supervising Contract Program Monitor no later than 30 Days following the anniversary of the Work Start Date for each year of the Contract. The Annual Report must 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 programs,

f. Energy saving measures,

g. Data communication line expenses, and

h. Updated Quality Control Plan.

13.5.2 Cost Performance Analysis Reports: Contractor must provide cost performance analysis reports as requested by County Project Manager. Vehicle types and their descriptions are listed in Attachment 1 (Vehicle

and Equipment List) to this SOW. Contractor must provide cost performance analysis reports upon request by County Project Manager and as part of a complete Annual Report. The final form and format for all cost performance analysis reports must be approved by County Project Manager.

13.5.2.1 Cost per mile - Maintenance and Repairs (non-accident), all Vehicles

This information must 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.

13.5.2.2 Maintenance and repair cost per mile must not include costs for Vehicle outfitting, accident repair, and warranty repair work, unless requested by County Project Manager for inclusion.

13.5.2.3 Contractor must report all cost-per-mile data in a form and format as directed by County Project Manager.

13.5.2.4 Cost per mile – accident repairs

Contractor must 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 must report the same information for any specific period by Vehicle types, when requested by County Project Manager.

*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.

a. Cost per mile (gross) - accident repairs

This information must 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.

b. Cost per mile (net) - accident repairs

This information must be presented in a spreadsheet format, listed by Vehicle type, including UOA, type of accident (e.g., 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 will be determined using Kelly Blue Book figures, the prorated value of emergency equipment destroyed, less the salvage amount obtained from auction, if any.

13.5.3 Vehicle Inspection Summaries

Includes Vehicle inspection summaries of all ERV inspections and Avalon Station Vehicle inspections performed during the previous Contract year.

13.5.4 Total Warranty Revenues/Savings

Includes total revenues/savings received from warranty claims for warranty parts and components. Includes a list of the ten 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.

13.5.5 Clean Fuel Program

Includes a clean fuel program status and upcoming year's projections of emission reduction/clean fuel Fleet program(s), (e.g., requirements, grant funds available, and technology).

13.5.5.1 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.

13.5.5.2 Contractor must provide as-needed updates to the Operational Plan related to the clean fuel program, based in part on Contractor's Annual Report.

13.5.6 Energy Saving Measures

Includes summary of all repair location energy-saving measures.

13.5.7 Data Communication Line Expenses

Includes summary list of all Contractor expenses by repair location and type of data communication service.

13.5.8 Updated Quality Control Plan (QCP)

Includes two copies of an updated QCP, subject to approval by County Project Manager.

13.5.9 The final form and format for the Annual Report must be as directed by County Project Manager.

14.0 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

14.1 Annual Meeting

A meeting will be held no less than 60 Days prior to the end of each Contract year. During this annual meeting, Contractor must present a summary of contractual requirements. The presentation must also include recommendations for changes to improve performance during the upcoming year. A copy of the presentation must be made available to the County two weeks before the annual meeting. During the meeting, Contractor's performance will be reviewed. Changes to the Contract resulting from the annual meeting will be documented will be documented on an Amendment pursuant to Paragraph 8.1 (Change Notices and Amendments) of the Contract.

14.2 Quality Assurance Plan

The County will monitor Contractor's performance under the Contract using the quality assurance procedures as defined in Paragraph 8.15 (County's Quality Assurance Plan) of the Contract.

14.3 Quality Control Plan

Contractor must establish and utilize a comprehensive Quality Control Plan (QCP) to ensure the County receives a consistently high level of Service throughout the term of the Contract. The QCP must be submitted to the County's Project Monitor for review.

14.3.1 Contractor's QCP must 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 Eastern Avenue [refer to Attachment 3 (Repair Locations and Minimum Staffing Requirements) to this SOW.

14.3.2 Contractor must 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. The QCP must include, but not be limited to, the following:

a. A listing of all Services outlined throughout this SOW, specifically, processes and controls for monitoring:

   i. Comprehensive Service delivery for all Vehicles leaving a Contractor-operated, Department repair location,

   ii. PM Work: timeliness, overdue Vehicles called in for PM, and validity of PM Work performed,

   iii. Recall and campaign Work,

   iv. ERV safety inspections,

   v. Excessive failure rates for components,

vi. Quality of parts installed on Vehicles (e.g., in compliance with OEM specifications, reliability standards, and Contract requirements),

vii. Repair Order processing,

viii. VMRS parts coding accuracy (ShopFax) using periodic audits after the initial verification of coding is completed,

ix. All ShopFax data entry, including, but not limited to: Vehicle master record information, detailed equipment specifications, ShopFax "Fleet Code" assignment, and ShopFax PM assignment,

x. Correction process for ShopFax errors identified by Contractor,

xi. ShopFax remedial data-entry training provided to the Department and Contractor personnel by Contractor, as needed,

xii. 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, and

xiii. Minimum monthly repair location inspections, including a summary of inspections by repair location, problems identified, corrective actions, and other pertinent information are part of the Monthly Report.

b. Specific monitoring methods used to identify and prevent deficiencies in the quality of Services performed, including but not limited to:

i. Methods to ensure quality of Services,

ii. Verification of the authenticity of reports, and

iii. Samples of documents to be used in monitoring, including, but not limited to, Vehicle, facility, ShopFax Repair Order, and parts inspection forms as appropriate.

c. A record of all inspections conducted by 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 must provide the record of inspections to County Project Manager upon request.

14.3.3 Within 60 Days after the Work Start Date, Contract must prepare and submit a copy of the QCP to both the County Supervising Contract Program Monitor and County Project Manager for review and approval.

14.3.4 Throughout the term of the Contract, Contractor must update the QCP as changes occur. Any proposed change to the QCP, or any portion thereof, must be submitted to both County Project Manager and County Supervising Contract Program Monitor for review and approval prior to implementation.

14.3.5 Updated QCPs must be submitted annually as part of the Annual Report.

14.3.6 QCP inspections and reviews must only be conducted by Contractor's supervisory or quality control personnel. Contractor technicians performing repairs on Vehicles must not conduct QCP inspections.

14.4 Performance Evaluation Meetings

Contractor must attend all performance evaluation meetings as directed by the County. Performance evaluation meetings will be held jointly by County Project Manager, County Contract Program Monitors, Contractor's Project Director, Contractor's Project Manager, and Contractor's supervisors, as appropriate, or as requested by the County.

14.5 County Observations

14.5.1 In addition to Department staff, other County personnel may observe performance, activities, and review documents relevant to the Contract at any time during business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.). However, these County personnel may not unreasonably interfere with Contractor's performance.

14.5.2 The County also reserves the right to conduct audits to verify any performance requirement, key performance indicators, parts and equipment inventory controls and quality control checks performed by Contractor as well as post-repair inspections.

14.6 Performance Requirements

14.6.1 The County will monitor required Services as set forth in Attachment 10 (Performance Requirements Summary (PRS) Chart) to this SOW. The Services set forth in the PRS are intended to be completely consistent with the Contract, and are not meant, in any case, to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract. In any case of apparent inconsistency between Services as stated in the Contract and the PRS, the meaning apparent in the Contract will prevail. If any Service seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract, that apparent Service will be null and void, and place no requirement on Contractor. Conflicts of this nature will be resolved by the Department's Contracts Unit.

14.6.2 When Contractor's performance does not conform to the requirements of the Contract, the County will have the option to apply the following non-performance remedies:

a. The County will immediately give verbal notice and written confirmation of a Contract discrepancy to Contractor Project Manager whenever a Contract discrepancy is identified. Contractor must resolve the problem within five Business Days after notification, or within a time period mutually agreed upon by the County and Contractor.

b. The County will determine whether a formal Contract Discrepancy Report (CDR) will be issued. This includes discrepancies not resolved

through verbal notices or discrepancies that warrant the bypass of a verbal notice. Upon receipt of a CDR, Contractor must respond in writing to the County within five Business Days of CDR notice, acknowledging the identified discrepancies or presenting contrary evidence. Contractor must submit a corrective action plan for all deficiencies identified in the CDR to the County within 10 Business Days of CDR notice. The corrective action plan, subject to approval by the County, must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

c. The County may reduce payment to Contractor or assess fees by a computed amount based on the PRS and pursuant to Paragraph 8.26 (Liquidated Damages) of the Contract.

d. The County may reduce, suspend or terminate the Contract for systematic problems, deliberate misrepresentations or unacceptable levels of performance.