

5. SECTION B - SCOPE OF SERVICES:

5.1. Background

Montgomery County, Maryland (County) owns and operates one of the largest fleets in the Mid-Atlantic region. The County fleet currently is estimated at approximately 3,400 units. The physical makeup of the fleet is continuously changing due to acquisition and retirement schedules. The County's automotive vehicle fleet (Fleet), the subject of this RFP, is comprised of approximately 1,600 Public Safety vehicles, 900 County Administrative vehicles. The remainder of the fleet, not subject to this solicitation is made up of 596 pieces of heavy-duty dump trucks, specialized equipment and construction equipment as well as 377 fixed route heavy duty and cutaway type transit buses.

Vehicle maintenance is a highly valued internal service for the County. The quality of vehicle Maintenance service:

- Impacts the cost of every County service.
- Impacts the productivity of every County employee.
- Supports emergency services making the difference between life and death.
- Supports maintenance of the County infrastructure, which makes possible the thriving economy and business community of the County.

All County Fleet assets are managed and maintained by the Department of General Services, (DGS) Division of Fleet Management Services (DFMS).

The Fleet size and makeup as described in Exhibit A - AES Vehicle/Equipment List and is the standard for which to base Offerors' Request For Proposal (RFP).

Fleet replacement is based upon annual funding in the respective fiscal year. Changes to Fleet size for Cost Center adjustment consideration at times of Contract term renewal(s) and must be as reflected in an annual Fleet composition report generated 60 calendar days prior to Contract expiration of each current Contract term.

5.2. Intent

The intent of this Request For Proposal (RFP) is to establish a contract with one qualified Contractor to provide turn-key Automotive Vehicle Maintenance Services, herein referred to as the Vehicle Maintenance Contractor (VMC).

The VMC must furnish all workforce labor, replacement parts, associated materials, necessary automotive technician hand tools, all diagnostic equipment, required insurance, adequate supervision on all shifts, third-party contractors, and all other items incidental thereto, and must perform all work necessary and specified in the delivery of Automotive Vehicle Maintenance Services for the County.

The County's goal with respect to Automotive Vehicle Maintenance Services is to provide a superlative level of service at competitive costs. The County seeks proposals from firms with experience in providing Automotive Vehicle Maintenance Services for a fleet with a wide variety of functions such as police patrol units and other public safety vehicles, administrative sedans, light trucks and vans of comparable fleet make up and size. The Fleet as maintained under this resulting Contract at time of solicitation consists of vehicles powered by E10, E85, electric hybrid, diesel, compressed natural gas, hydrogen, and electricity. Additional alternative power sourced vehicles will be introduced into the fleet and percentage makeup of the fleet will adjust. Adjustments in fleet makeup resulting in a 10% negative or positive delta from the count memorialized in this RFP or any subsequent amendments to the resulting Contract will result in a compensation change to the VMC via Contract amendment, not to exceed more than once a calendar month. The count utilized will be from an automated monthly report run in the Fleet Management Information System on the last day of

the calendar month prior and effective on the first day of the calendar month. Compensation will be calculated from the cost from the proposal of the Contractor from the awarded Contract. The cost of specialized equipment to maintain new vehicle technologies that are not a part of the County's Fleet at the time of the contract award may be provided by the County, at its discretion.

5.3. Scope of Services/Specifications/Work Statement

The following details the Scope of Service for the provision of Automotive Vehicle Maintenance Service required by the County. This section outlines some, but not all of the key provisions of the RFP. These provisions will be included in any contract awarded as a result of this RFP.

C.1 The Fleet to be maintained

The objective of this RFP is to provide Automotive Vehicle Maintenance Services to approximately 2,500 gasoline, diesel, bi-fuel, hydrogen, electric and hybrid powered automobile, passenger and cargo van, light-duty pick-up, cargo and delivery type trucks, and special use vehicles. An inventory of the fleet for which the VMC will be responsible for servicing is included as Exhibit A- AES Vehicle/Equipment List. Offeror's may schedule a time to review maintenance records of the fleet prior to proposal submission in order to gauge the overall condition and manageability/maintainability of the fleet.

Such reviews and inspections must be scheduled in advance through the County's Contract Administrator or designee. Any such review and/or inspection will be conducted in a manner that will not be disruptive to the current operation. *No photography or video of the facilities and/or vehicle fleet is allowed.* If there are violations in respect to unauthorized photography, those individuals including anyone associated with same entity will be asked to leave the premises. Any such reviews will be limited to two (2) hours.

C.2 Scope of Work

The scope of work assigned to the VMC must include but not be limited to the following services:

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| Preventive Maintenance (PM) Service | Minor/Major Component Failure Repair |
| Catastrophic Component Failure Repair | Sub-assembly Overhaul Management |
| Minor Paint/Body Repair | Catastrophic Collision Repair Mgmt. |
| Vehicle Safety and Emissions Inspection | Subcontractor Repair Management |
| Quick Fix Repair Service | Warranty and Recall Management |
| New Vehicle and Disposal Preparation | Emergency Service |
| Recycling/Waste Management | Vehicle Conversion/Modification |
| Vandalism/Vehicle Abuse Repair | Tire Service |
| Parts Inventory Mgmt. and Service | Vehicle Recall |
| Specialized Law Enforcement Service | Vehicle Emissions Service |
| 24-Hour Towing Service | Accident Management |
| Motor pool Management | Detailed Vehicle Cleaning |
| Remote PM Services | |

Certain management responsibilities will be the responsibility of DFMS, which will remain ultimately responsible for the delivery of all Fleet services within the County. Functions include:

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| Fleet policy development | Service standards |
| Fleet sizing | Vehicle specification development and procurement |
| Vehicle replacement planning and programming | Fleet services funding |

Analytical studies

Overall management information administration and reporting.

C.3 Adherence to County Standards of Maintenance

Vehicles will be maintained according to Manufacture's recommended maintenance schedule for the applicable service. The purpose of these standards is to ensure that the County's substantial investment in fleet assets are protected and that County vehicles are in safe and reliable condition and project a positive corporate image to the public at all times. The County's Fleet is currently maintained to these standards.

C.4 Use of County's Automotive Equipment Section (AES) Shop Facility

The County will permit the VMC to lease for \$1.00 (one U.S. dollar) per year of contractual agreement, the Automotive Equipment Section (AES) Shop Facility and associated equipment, tools and furniture located at 1283 Seven Locks Road, Rockville, Maryland 20854 in current equipment quantity, inventory quantity and facilities condition. The VMC will maintain and ensure these assets (Assets) as part of the Target Cost Center (See Exhibit F – Sample License Agreement between Montgomery County, Maryland and Contractor). Assets requiring repair beyond normal maintenance, as described in C.2 above, will be the responsibility of the County. Notification of Assets requiring repair beyond normal maintenance will be the responsibility of the VMC. The VMC will establish a preventive maintenance program of all repair service equipment to maintain repair service equipment to manufacturer's specifications. The County will pay all associated utility and maintenance costs related to the base property (walls, roof, HVAC, MEP, etc.) and installed lift equipment. The Contractor is responsible for maintenance costs of all tools, mobile equipment, and diagnostic equipment. The VMC will be responsible for maintenance and disposal of refuse and waste generated from the performance of the requirements of the RFP. The VMC will participate fully with the recycling goals of the County. The VMC will be permitted to use the County's AES Shop Facility to perform maintenance services only on vehicles that are owned, leased, or approved by the County unless written permission is received from the Contract Administrator prior to the work being performed.

C.5 Assignment of Vehicles to Maintenance Facility

All vehicles to be maintained are assigned to the County's AES Shop Facility. All subcontracted repairs other than repairs covered under manufacturer warranty are subject to the Contract Administrator or designee's prior approval.

C.6 Use of County's Fleet Management Information System (FMIS)

The County utilizes an FMIS system. On the shop floor, the VMC will be responsible for entering all data in real time for labor, parts, etc. The VMC will be required to use the FMIS and to adhere to County policies and procedures for FMIS maintenance and use. In the event the County chooses an alternative FMIS, the VMC will be required to adapt and utilize the alternative FMIS and to adhere to County policies and procedures for FMIS maintenance and utilize the alternative FMIS at no additional cost to the County.

C.7 Cost Structure

Services to be provided by the VMC are segregated into Target and Non-Target Cost Centers. Target services, also referred to as the Target Cost Center are routine vehicle maintenance and repair activities that are predictable and lend themselves to projection and estimation. Non-Target services, also referred to as the Non-Target Cost Center are variable in nature and are not

predictable; they are also dependent on the actions or decisions of individuals other than those who are providing maintenance services. Non-Target services include off-road recovery and vehicle lockout, accident repairs modifications to vehicles, repairs of damage caused by accident, towing/recovery resultant of accident, vandalism, driver abuse.

C.8 Cost Proposals

Prospective VMCs must submit an all-inclusive, not-to-exceed price for providing Target Cost Center services for the vehicles listed in Exhibit A, AES Vehicle/Equipment List. The County will pay the VMC for costs incurred in providing target services up to the proposed not-to-exceed price, or Target Cost Center. The target cost will be based on the average age of the fleet at the start of each new contract term. The VMC will be paid for all Non-Target Cost Center services provided on a cost reimbursement basis, subject to the advanced approval by the Contract Administrator or designee in order to be eligible for reimbursement.

C.9 Performance Incentives and Reductions

The County has incorporated a series of performance standard and reductions as a means of achieving high performance outcomes for County Departments (refer to Section D.3).

C.10 County Departments

The County is organized into Departments and Sub-Departments. Each Department is held accountable for the cost competitive delivery of superior quality services to its customers, whether these customers are units within County government or other non-taxable entities.

C.11 Executive Vehicles

Executive vehicles (administrative vehicles utilized by the County Executive and the Chief Administrative Officer) will require pick-up and delivery by VMC personnel in connection with maintenance, repair, tire replacement, etc. The VMC, through use of maintenance records, will arrange to pick up and deliver the executive vehicles. Such activities will be arranged by the VMC through direct communication with the vehicle's driver. The County reserves the right to expand and/or modify this service to other County personnel at no cost addition to the Target Cost Center at a not to exceed vehicle count of five, including the County Executive's and Chief Administrative Officer's vehicles.

C.12 Security

- a. The VMC is responsible for damage or loss of County-owned vehicles, keys, and its contents that are under the control of the VMC, except to the extent that such loss or damage is caused by or due to acts or omissions of the County, its officers, agents, or employees. An assessed fee of \$500.00 will apply should the VMC lose or damage beyond usability a key to a vehicle, and an additional fee of \$200.00 will be assessed for every twelve (12) hours that the vehicles key is not replaced.
- b. Due to the sensitive nature of the requirements of the solicitation, all VMC staff must be required to submit to and successfully pass a background check administered by the Montgomery County Police Department and coordinated by the Montgomery County Police Fleet Manager. The VMC must immediately notify the County of any legal pending matter involving VMC staff that may have an adverse impact or threat to the County, its employees, or vehicle maintenance operations.

- c. The VMC must submit to the Contract Administrator or designee the appropriate motor vehicle administration driving record of any and all employees prior to commencement of employee duties. The Contract Administrator or designee must approve all VMC employees prior to assumption of duties.
- d. The VMC must at its own expense, subscribe to the Maryland Department of Transportation Motor Vehicle Administration Driver Batch Monitoring Flagging Program. All VMC employees must be registered by the VMC with the State of Maryland, Motor Vehicle Administration Flagging Program. A VMC designated approved point of contact must notify the County's Contract Administrator within 24 hours of any and all changes in driving record status of VMC employees. The VMC must act immediately upon directive by the Contract Administrator or designee concerning VMC personnel resultant of reports from the State of Maryland, Motor Vehicle Administration Flagging Program.
- e. Unmarked police and undercover vehicles will be serviced and maintained by the VMC as part of the Fleet. The VMC must assure that the confidential nature of these vehicles, including special equipment inside the vehicles is maintained. Security will include: prohibition of idle discussion about these vehicles; prohibition of tampering with special equipment; and maintenance of the integrity of technicians and staff. No photography of any kind is permitted without written pre-approval of the Contract Administrator.
- f. VMC staff must operate public safety vehicles only as required to execute the requirements of the Contract. The Contractor must ensure that public safety vehicles equipped with light bars or other accessories defining the vehicle as an emergency vehicle will be clearly identified as a vehicle involved in a road test or equipment test when performed on public thoroughfares. Public Safety vehicles in transport to and from a manufacturer's authorized repair facility, VMC's sub-contractor facility, or involved in a road or equipment test must utilize the same identification. This vehicle identification must have prior approval of the Contract Administrator.

D. Technical Specifications

The following details the technical specifications for the provision of Automotive Vehicle Maintenance Service required by the County. This section outlines some, but not all of the key provisions of the RFP. These provisions will be included in any contract awarded as a result of this RFP.

A. Maintenance, Repair and Related Services to be Performed

1. The AES will normally be open at least two (2) shifts, five (5) day per week, Monday through Friday basis. Vehicles will be accepted for Preventive Maintenance or repair from at least 6:00 A.M. through 12:00 midnight, Monday through Friday. The vendor has the option to propose additional shifts or hours in their proposal submission. These shifts and hours must be factored into the price proposed. The AES Shop Facility for maintenance and repairs is located at 1283 Seven Locks Road, Rockville, Maryland, and will be open and operating every scheduled County workday. The VMC may work on scheduled County holidays but must not expect delivery of vehicles scheduled for PM or other repair services (for County holiday schedule, refer to Section B.E.4 – County Observed Holidays). The VMC will not shut down for snow or any other emergency related event. If the County closes, the VMC will need to remain open. The VMC will only follow the County's holiday schedule.
2. The VMC must perform the services outlined herein, and such other allied services as are required to assure the continuity of effective and economical operation of the County's Fleet. The VMC will furnish all necessary policies and procedures, supervision, labor, tools, parts, materials, supplies and subcontracted services required to maintain

the Fleet in a state of preparedness and provide service consistent with generally accepted fleet practices, and in accordance with the performance standards specified elsewhere in this RFP.

3. The VMC must be an authorized warranty repair facility for Ford Motor Company, General Motors, and Dodge within one year of execution of this contract. Failure to secure such authorization from any one of these manufacturers will void the contract and termination will be immediate.
4. The VMC must become an ASE blue seal certified facility within one year of the execution of this contract.
5. Each service specified in this RFP is designated as a "Target Service" or a "Non-Target Service". These designations have important procedural and financial implications.
6. Target Services - All services designated as target services must be performed by the VMC within a specified annual Target Cost Center managed by the VMC. All services provided by the VMC must be considered target services unless and/or until such services are approved by the Contract Administrator or designee as Non-Target Services.
7. In the interest in ensuring productivity and minimizing vehicle backlog, the VMC may also utilize pre-approved local Montgomery County subcontractors to ensure performance measures set forth in section B.D.3., Performance Standards, and Monetary Reductions are met. In the event that the vehicles awaiting service with the VMC exceeds 1% outstanding fleet count for public safety and/or 1% outstanding fleet count for administrative vehicles, the VMC must utilize a pre-approved list of local Montgomery County subcontractors, authorized by the Contract Administrator or Designee, to supplement the services to expedite the reduction in the outstanding vehicle log. The VMC must also provide remote PM services at pre-approved local Montgomery County subcontractors, authorized by the Contract Administrator or Designee. The VMC is responsible for coordinating and managing the aforementioned services, as a Target Service. All service completed by local Montgomery County vendors to reduce outstanding vehicle log must have quality assurance completed by the VMC on completion of service. The VMC must ensure that all remote PM completed at local Montgomery County subcontractors at minimum complies with industry standard and have record of utilizing the VMC vehicle specific check sheet, to be stored at the Seven Locks facility on completion.
8. Non-Target Services - All services designated as Non-Target Services must be managed by the VMC on a time and materials basis only, after specific approval has been obtained from the Contract Administrator or designee. The VMC and the Contract Administrator or designee must cooperate in managing the Non-Target Cost Center established for these services.

D.1 Target Services: Maintenance and Repair Services

D.1.1 Preventive Maintenance (PM) Program (A Target Service)

- a. The VMC must perform Preventive Maintenance (PM) services (intervals, services and checklists) as defined by the County in Exhibit B – Preventive Maintenance Checklist & Schedules. Specifications of preventive maintenance services may be modified at the direction of the Contract Administrator or designee after consultation with the VMC.

- b. The VMC will utilize a pre-approved network of local Montgomery County subcontractors by the Contract Administrator or Designee to perform remote PM services throughout the County. The services will be accessible by eligible County vehicle operators when scheduled by the VMC. The VMC will provide a pre-approved list of local Montgomery County subcontractors to eligible departments as defined by the Contract Administrator or Designee. The VMC will coordinate payment to the local Montgomery County subcontractors. Remote PMs will be included as the targeted services. The VMC will coordinate with the local Montgomery County subcontractor performing services and document the results of the inspection as well as the services performed. The local Montgomery County subcontractor providing PM services will be responsible for providing the services defined as defined by the Manufacturer's specifications. The VMC must ensure that all remote PM completed at local Montgomery County subcontractors at minimum complies with industry standard and have record of utilizing the VMC vehicle specific check sheet, to be stored at the Seven Locks facility on completion.
- c. The VMC must consult with the Contract Administrator or designee and update the County's FMIS with accurate PM interval information as required.
- d. The VMC must support the County in ongoing analysis of different preventive PM programs, schedules and products. The VMC must provide other specialized support of this nature that the County chooses to undertake at the request of the Contract Administrator or designee.
- e. The VMC must schedule PM Service for each vehicle. In order to minimize interference with a Department's normal work schedule, the VMC must prepare a schedule of Preventive Maintenance by Department, listing vehicle identification number and class and submit to each County Department Fleet Coordinator, six months in advance of the scheduled maintenance service for its vehicles. At contract commencement, the Contract Administrator or designee will provide the VMC with a schedule specifying the next service date for each vehicle in the Fleet Coordinator's respective assignment of County fleet vehicles.
- f. County Department Fleet Coordinators are responsible for the delivery of County vehicles for service according to the schedule set by the VMC. If a County Department Fleet Coordinator fails to deliver a unit on schedule, the VMC must notify the County Department Fleet Coordinator immediately and must reschedule the vehicle for service as soon as possible but no later than thirty (30) days from the originally scheduled date.

D.1.2 Required Vehicle Inspections (A Target Service)

The VMC must be responsible for completing Bi-annual emissions inspections during all shifts. The VMC must coordinate the scheduling and execution of inspections and certifications with each County Department Fleet Coordinator not less than one (1) month prior to the expiration of the current inspection or certification of the subject vehicle.

The VMC must maintain the proper vehicle inspection/certification records.

D.1.3 Repair Programs (A Target Service)

The VMC must be responsible for all repair services that are required to keep vehicles in a safe, productive and prepared operating condition. All vehicles must be maintained and repaired in accordance with the Manufacturer's recommendations for the vehicle application.

VMC must warranty all repairs for 12 months or 12,000 miles whichever comes first.

Non-Target repairs estimated to cost in excess of \$2,000.00 must be analyzed by the VMC to determine the repair's cost-effectiveness and must be specifically approved by the Contract Administrator or designee before subject repair commences. If the VMC believes that vehicle replacement appears to be more cost-effective than repair, such recommendation must be presented to the Contract Administrator or designee. The Contract Administrator or designee in consultation with the County Department will make the final determination regarding repair/replacement decisions.

D.1.4 Repair Priorities (A Target Service)

Repair priorities vary by each County Department. The VMC and Contract Administrator or designee will work in collaboration to negotiate repair priorities. Priorities can change on a daily basis depending on emergency situations, work priorities and the availability of back-up units. Once there is a backlog of more than 10 vehicles awaiting shop, the backlog vehicles must be brought into the shop in the following manner. For every (2) public safety vehicles brought into the shop there must be (1) administrative vehicle brought into the shop. This 2 for 1 ratio must be maintained unless changed by the Contract Administrator.

D.1.5 Major Vehicle Component Failure (A Target Service)

Major Vehicle Component Failure subject to new purchase/rebuild/overhaul/ and reinstallation during the contract term, (i.e., engine, transmission, differential, etc.), or any other repair diagnosis with an Estimate For Repair (EFR) for a Non Target totaling \$2,000.00 or more, must be authorized by the Contract Administrator or designee. The County reserves the right to decide, at its sole discretion, on replacement of major components with new units, rebuilt units, refurbished units, remanufactured units or salvaged units.

D.1.6 Road Call Service (A Target Service)

Road Call Service must be available 24 hours per day, 365 days per year, to service vehicles that are disabled away from the AES. A service vehicle must be dispatched to a call for service within 30 minutes of VMC service desk notification. Road Call Service is not complete until the subject vehicle is either returned to service or secured at the AES facility. All Road Call Service calls must be recorded as such in the FMIS. Road Call Service as identified in D.1.6 is defined as service or recovery on a paved road, graveled road or road apron surface.

D.1.7 Towing (A Target Service)

The VMC must provide 24 hours per day, 365 days per year, towing service. No County owned tow vehicle, tow wrecker or any derivative thereof is included in this RFP or a contract resulting from this RFP. The VMC must provide an adequate fleet of Tow vehicles or subcontractor(s) to dispatch to all calls for towing service within 30 minutes of receiving each call. Towing services are not complete until the subject vehicle is returned to service or secured at the AES facility. All Towing service calls will be recorded as such in the FMIS. The VMC's, or its sub-contractor's Towing equipment must be identified in the proposal and must be identifiable to the complete satisfaction of the Contract Administrator and not bear any endorsement by the County.

D.1.8 Quick Fix (A Target Service)

The VMC must provide "Quick Fix" service for repairs that can be completed in less than one hour when the vehicle operator chooses to wait for the service. This service must be continuously available during normal business hours. Modifications or changes to the equipment in and on the vehicle must be scheduled through the Contract Administrator or designee.

D.1.9 Warranty and Recall Work (A Target Service)

The VMC must administer all aspects of vehicle manufacturer warranty claims, campaigns and recalls for fleet vehicles and their components as well as substandard subcontractor repairs. The VMC must be responsible for transporting vehicles to and from the vendor for warranty claims. The VMC must also be responsible for contacting the vehicle manufacturer or dealer daily related to any warranty repair work. In management of warranties/campaigns/recalls/warranted component failure the VMC is to utilize the manufacturer's dealership or subcontractor in performance of the required repairs.

Under instances of delayed warranty; warranty which does not commence on date of purchase nor delivery, but the date of initiation of the vehicle into active service, it must be the responsibility of the VMC to execute the required documentation to the respective manufacturer to facilitate the actual commencement date of warranty coverage and to verify the in-service date recorded in the FMIS.

D.1.10 Subcontracted Repairs (A Target Service)

The VMC must be responsible for the performance of its subcontractors as well as arranging, managing, transporting, and reimbursement for the performance of their Subcontracted Repairs. The Contract Administrator or designee will approve the VMC's plan for the use of subcontractors before repair tasks are contracted out. The VMC must ensure that all subcontractors comply with County insurance requirements and must provide a copy of each subcontractor's certificate of insurance to the complete satisfaction of the Contract Administrator or designee prior to commencement of utilization of the subcontractor. The VMC must maintain a file of insurance compliance forms and make this file available for review by the Contract Administrator or designee at minimum of a bi-annual basis.

D.1.11 Road Tests (A Target Service)

The VMC will QC and Road Test all vehicles that have been serviced or repaired. These vehicles must pass a quality control and a Road Test before they are returned to service. This is to include the local Montgomery County vendors and the subcontractor service and repairs. The results of the Road Test and quality control be noted on the work order. The VMC will provide signage to indicate out of service status for all identified public safety vehicles.

D.1.12 New Vehicle Receiving, Vehicle Preparation and Vehicle Disposal (A Target Service)

- a. The VMC is responsible for routine preparation of newly acquired vehicles for service. Prioritization will be at the sole discretion of the Contract Administrator or designee. Preparation will include performing required inspections, cleaning, installation of decals, license tags, and special equipment to include but not be limited to computerized fuel system components, mobile data systems, surveillance/video equipment, computer and radio equipment. Public safety emergency equipment such as mobile data systems, surveillance/video equipment radios, sirens, light bars, headlight wigwags, shotgun racks, rifle racks, laptops, consoles, various Light Emitting Diodes (LED), and push bumpers, and other equipment as required/approved must be installed and/or reinstalled by the VMC. Any of the above-mentioned items may be added or removed over the life of the vehicle and will be considered a Target Service. The VMC must secure and engage in manufacturer provided "teach the teacher" training and will be called upon to instruct operators in the proper use of newly acquired vehicles and accessory equipment generally described in this RFP.
- b. The VMC must adhere to the new vehicle receiving and preparation standard described in Section B.D.3.8. – New Vehicle Receiving and Preparation (NVRP). In the event the VMC is required to expedite new vehicle receipt and preparation, a detailed accounting of additional costs associated with the task must be provided to the Contract Administrator or designee. The

VMC must provide a daily weekly accounting of the vehicle preparation process to the Contract Administrator or designee.

- c. The VMC is responsible for coordinating and scheduling delivery, pick up and/or transference of any and all subject vehicles, to any subcontracted vendor, and inspection of the completed work by subject subcontracted vendor for compliance to Contract standards.
- d. Vehicles and equipment to be sold by auction must be prepared for disposal by the VMC in compliance with County surplus property requirements. Preparation must include removal of usable equipment, (i.e., light bars, sirens, telecommunication equipment, shotgun racks, computerized fuel system components, mobile data systems, surveillance/video equipment, spotlights, push bars, axes, equipment mounts, flashlights and chargers, pack mounts, rakes, pike poles, ladders, tool boxes, etc.), loose equipment; disbursing of license tags, special equipment and decal removal; interior and exterior cleaning; minor repairs as approved by the Contract Administrator or designee and associated paper work, including completion and preparation of vehicle history files to accompany the auction of the unit.
- e. All exterior decals identifying the vehicle as either from Montgomery County or an emergency vehicle must be removed by the VMC. The VMC will follow the decal manufacturer's recommendations for decal removal to eliminate damage to the vehicle finish. The VMC must make every attempt to return the vehicle to pre-prep condition if the old original equipment is available.
- f. The VMC must not remove any parts or components from vehicles awaiting auction without the written approval of the Contract Administrator or designee.
- g. The VMC will prepare for auction six (6) public safety vehicles or six (6) vehicles other than public safety vehicles per day commencing one work week after notification by the Contract Administrator or designee.
- h. The County provides transportation of vehicles to the auction site.
- i. Under certain circumstances the VMC will be required to remove all fluids from specified vehicles designated for scrap metal salvage

D.1.13 Waste Management (A Target Service)

- a. The VMC is responsible for the legal and proper disposal of all non-recyclable waste generated by a contract resulting from this RFP (i.e., used parts cleaner solvent, sediment, pit sludge, vehicle fuel tanks, exhaust system components etc.).
- b. Disposal of all waste materials must be done in accordance with Local, City, County, State and Federal laws and regulations and with any and all best management practices adopted by the County. The VMC will train its employees in working with and handling hazardous materials and must obtain all necessary permits for storage, handling and disposing of waste materials.
- c. The VMC may utilize the County's current contracts for hazardous and non-hazardous waste disposal. A separate agreement between the VMC and the waste disposal company(s) must indemnify and hold the County harmless in its agreement(s) in its entirety.

- d. The VMC must comply with Product Safety Data Sheet requirements as well as maintain records on all hazardous chemicals and other hazardous waste. Subject records must contain material origin, use, transportation, and ultimate distribution and disposal. The contract resulting from this RFP will free the County of liability for all actions of the VMC and its agents relating to waste transportation and disposal.

D.1.14 Welding and Fabrication (A Target Service)

Welding and fabrication work in support of minor automotive vehicle repair services must be provided by the VMC.

D.1.15 Additional Target Maintenance and Repair Service (A Target Service)

- a. The VMC must validate the Electronic Fuel Information System for accuracy and calibration. Validation/calibration will occur whenever a Vehicle Request Form and resultant repair order is executed.
- b. The VMC must participate in vehicle and equipment test programs for the purpose of evaluating new models for purchase by the County. All such tests will be scheduled at least 48 hours in advance by the Contract Administrator or designee.
- c. The VMC must provide input, as a participant of scheduled meetings, current trend market advantages to alternative fuel vehicle planning projects, evaluations and demonstrations as requested by the Contract Administrator or designee.
- d. The VMC must provide Fleet Management Services an emergency call-out list, updated at least bi-annually, so that emergency services can be requested after hours and on weekends.
- e. The VMC must arrange for the pickup and delivery of executive vehicles as stated in Section B.C.11 Executive Vehicles, in connection with maintenance, repair, tire replacement, etc. of executive vehicles. Executive vehicles must be cleaned / vacuumed / fueled before being returned.
- f. The VMC must ensure that all vehicles brought in for service of any kind will have a protective seat cover installed to prevent soiling of the driver's seat. All vehicles must be cleaned, vacuumed, and fueled before being returned / released.
- g. The VMC must staff the car wash from Monday through Friday 8:00 A.M. to 10:00 P.M., April through October, and 8:00 A.M. through 6:00 P.M. November through March with Temperature outside at or above 35 degrees. The VMC will provide preventive maintenance of the car wash as a target service. Required repairs to the car wash must be reported to the Contract Administrator or designee. The County will be responsible for all required equipment, plumbing, and electrical repairs. Car wash soap must be inventoried and provided by the VMC as a target service. Vehicle operators will be permitted to have their County vehicles run through the car wash after fueling or Quick Fix during this time. After a vehicle has been maintenance serviced, the vehicle must be washed, cleaned, and fueled before being returned to the customer. Washing will consist of exterior wash and wipe with soap and water, including exterior windows. Cleaning will consist of removing and disposing of any trash, vacuuming interior, wiping seats and cleaning interior windows as appropriate.

D.1.16 Administrative Services (A Target Service)

The VMC must attend / present scheduled local meetings pertaining to vehicle maintenance. The VMC must coordinate the bi-annual DFMS Fleet Coordinator Meetings, as required by the Contract Administrator. The VMC will provide records, reports, and analyses as requested.

D.1.17 Assistance in Preparing Specifications for Vehicle Purchases (A Target Service)

The VMC must assist in preparing specifications for new, additional or replacement vehicles by consulting with the DFMS Fleet Asset Manager on issues such as repair histories, quality of vehicles available for purchase, availability of repair parts, warranty and dealership support. DFMS will have authority over preparing specifications for vehicle purchases.

The VMC must assist the County with inspections and assessments of used vehicles under consideration for purchase by user agencies.

D.1.18 Extended Warranties (A Target Service)

The VMC must assist in reviewing and activating the use of standard and extended warranties on new, additional or replacement vehicles as a tool to reduce the overall cost of vehicle maintenance and ownership. The County is not obligated to purchase extended warranties on new or used, additional or replacement vehicles. The VMC must submit to the manufacturer the in-service dates for delayed warranty considerations.

D.1.19 Accident Repair Program Administration (A Target Service)

- a. The VMC must manage all aspects of the Accident Repair Program process to include but not limited to accident repair, collision repair, on road and off-road vehicle recovery and related repairs, glass repairs and replacement, repairing damage due to vandalism and acts of nature, fire restoration and water damage repair.
- b. The VMC must support the County with technical investigations associated with vehicle accidents, fires, or other similar events as required. The VMC must be responsible for processing of fleet vehicle accident repair including, but not limited to appraisals, obtaining repair bids, transportation of vehicles to and from the repair site, repair quality and timeliness, as well as administration. Administration includes submittal to the County's Department of Finance, Division of Risk Management, within one week of each vehicle accident report detailing of any vehicle problems that could have contributed to the accident and all invoices and repair orders concerning the subject vehicle. The Division of Risk Management will be responsible for arranging the inspection of any vehicle involved in a personal injury or fatality. Such inspections will be performed at an independent repair facility(s). Vehicles must be towed by the towing service under control of the VMC, directly to the designated independent repair facility(s).
- c. The VMC must participate in the County's Accident Review Board meetings and assist in subrogation recovery. The VMC will submit all required paperwork associated with its investigation to the Contract administrator or designee who will in-turn submit directly to Department of Finance, Division of Risk Management.
- d. The VMC must be responsible for expediting and guaranteeing transport to, securing of and retrieval of County vehicles from the VMC's designated repair facility(s), opening of the required

work order in the FMIS, and notification of the Contract Administrator or designee. The VMC must be responsible for transportation from the sub-contractor(s) location to the AES Shop Facility after repairs have been completed. The VMC will reach out to the County's Risk Management Appraiser to initiate the estimate for repairs. The VMC will go down the list of body shops in alphabetical order and ask if they are interested in the repairs, at this time the VMC will give the body shop the estimate obtained from Risk Management Appraiser to work off. If the body shop declines the work, the VMC must offer to the next body shop in line. The body shops must submit all supplements to the VMC and the County's Appraiser for approval before proceeding with additional repairs. The VMC must inspect all accident repair work returning from a vendor.

- e. The VMC must be responsible for the administration of all vehicle accident repairs under its control. VMC must initiate accident report process immediately upon receipt of the accident report. The VMC must ensure timely processing of all paperwork at each step in the accident reporting program in order to minimize downtime.
- f. Once the final Work Order (WO) is completed, the VMC must obtain approval from the Contract Administrator and/or designee before the WO is forwarded to Risk Management for payment to Fleet Management. The VMC will submit all required paperwork associated with its investigation to the Contract administrator or designee. This WO shall capture all of the costs relating to the accident including towing, original and supplement estimates, and all items added by the VMC to make the vehicle "as it was" prior to the accident.
- g. The VMC must prepare for the Contract administrator or designee a current roster of all accident vehicles of their current status on a daily basis. The VMC must initiate accident repair process immediately upon receipt of the office accident report. The VMC must be responsible for documenting each step in the accident repair program to minimize vehicle downtime.

D.1.20 Vehicle Abuse Administration (A Target Service)

It is the responsibility of the VMC to notify the Contract Administrator or designee and the respective Department representative or designee whenever a vehicle shows suspected deliberate abuse by the operator.

The VMC must document the case for vehicle abuse, and furnish evidence of the associated vehicle damage, breakdown or failure to the Contract Administrator or designee. The Contract Administrator or designee, upon review of the evidence, may rule: (a) that the VMC's assessment is unfounded and that the repairs must be made by the VMC as a target service expense, or (b) the operator of the vehicle is determined at fault and that the repairs are performed by the VMC as a non-target service.

D.1.21 Parts Operation (A Target Service with Exceptions)

- a. The VMC must purchase stock and furnish all parts, materials, related supplies and fluids (excluding vehicle fuel) required for the maintenance of the County vehicles, subject to service in accordance with parts management practices determined acceptable by the County. The VMC must provide all relevant Original Equipment Manufacturer (OEM) or Aftermarket Parts that meet or exceed OEM specifications, or standards specified by the County. The VMC must maintain a perpetual inventory of all parts, to include keeping in stock tires for all covert public safety vehicles and all materials, supplies, and fluids utilizing Montgomery County, Maryland's fleet management software platform and all accessory fleet management platforms adopted by DFMS. A complete physical inventory of existing parts located at the County's AES Shop

Facility will be made by representatives of the County and the VMC prior to commencement of the contract.

- b. Upon completion of the inventory, the VMC must execute signature of receipt for all parts contained in the resultant "Beginning Inventory" and will purchase these usable parts. The purchase price will be based on the average price paid by the County for each type of part in inventory as calculated by the FMIS. A sum total value of the inventory will be established, and this amount will be credited to the County in the form of a reduction from the VMC's monthly invoice in the first twelve months in twelve equal portions.
- c. The VMC will assist the County in identification/justification of parts deemed unusable/obsolete. Those parts deemed unusable will be classified as obsolete, excess, seasonal and/or other classification explaining their un-usability/obsolescence. The County will take possession of subject parts deemed unusable/obsolete by representatives of the County and the VMC and retain or dispose of such parts at its discretion. Retained parts may be stored at the AES Shop Facility under separate lock and key. DFMS will maintain inventory of retained parts. Should the VMC need any of subject unusable/obsolete parts, it must procure them from DFMS at original cost before procuring them from outside sources.
- d. Upon contract expiration/termination, the VMC and the County will jointly undertake a closing inventory of parts and supplies located at the County's AES Shop Facility (1283 Seven Locks Road, Rockville, Maryland 20854). Inventory located and managed at locations other than the above referenced, will not be considered for reimbursement. The County will purchase the parts and supplies it intends to use from the VMC at the average cost calculated by the FMIS. Representatives of the County and the VMC will determine inventory deemed unusable. Inventory deemed unusable will be classified as obsolete, excess, seasonal and/or other classification explaining their un-usability/obsolescence. The VMC must be responsible for providing credit to the County for inventory deemed unusable/obsolete.
- e. The VMC must be responsible for the security of the parts room(s) and will authorize the County restricted access to the facility(s) as required to assure performance or to perform maintenance. The County will give notice prior to entry of the parts room(s). The County retains the right to use and enter parts room(s) in the case of emergency or catastrophic incidence, if reasonably necessary, until the VMC arrives on site. The County will document any and all parts and supplies dispensed and provide such documents to the VMC.
- f. Parts furnished to the County will meet or exceed the quality of OEM. Subsequently, if the OEM has updated the quality of parts for production vehicle enhancement resultant of vehicle repair, research and development improvements and/or factory recall programs, parts purchased subsequent to the date these parts were purchased must equal or exceed the updated quality. Failure to provide items of such quality will be cause for rejection and/or return of said items. There will be no re-boxing of parts. The VMC must purchase tires or other parts required for the fleet through County contracts (if applicable) or Council of Governments (COG) contracts, if such prices are more favorable than prices obtainable by the VMC. Any parts furnished to the VMC by the County are listed in Exhibit C.
- g. Before contract commencement, the successful Offeror must submit a completed Exhibit C with their applicable pricing extended from their suppliers. The County will compare prices quoted by the VMC to prices available to the County through its sources. The County reserves the right

to require the VMC to purchase these or any other parts from County sources if County prices are significantly lower. The Major Parts Price List must be updated by the VMC annually.

- h. Use of rebuilt/remanufactured parts must have the prior approval of the Contract Administrator. Rebuilt/remanufactured parts must conform to OEM tolerances.
- i. The VMC must not cannibalize parts from County vehicles for use on other vehicles without the prior written approval of the Contract Administrator. (Refer also to Section B.D.3.6; Accident Repair Incentive).
- j. Parts and supplies furnished under any contract resulting from this RFP must be warranted by the VMC for one hundred eighty (180) days or six thousand (6,000) miles, or the length of time of any warranty given by the Manufacturer or the rebuilder/remanufacturer, whichever is greater, after acceptance.
- k. All supplies and services furnished under this agreement must be free from defects in material or workmanship and must conform to the specifications and all other requirements of a contract resulting from this RFP.

D.2 Non-Target Services: Maintenance and Repair Services (Time & Materials Basis)

The determination of services as non-target services is at the sole discretion of the Contractor Administrator or designee. Non-target services include vehicle repairs needed as a result of vandalism, accident damage, storm damage, deliberate driver abuse, off-road vehicle recovery and repair, emergency support and other work directed by the County. The VMC will provide non-target services on a Time & Materials basis. The VMC will provide a detailed estimate for non-target work for authorization by the Contract Administrator prior to beginning work in each and every instance of necessity. DFMS reserves the right to seek estimates from other providers for non-target services and to have work accomplished by these alternate service providers.

D.2.1 Locksmith Service (A Non-Target Service)

The VMC must provide locksmith services, including key duplication, and road service unlocking of County vehicle doors. Contract Administrator or designee must approve key duplication.

D.2.2 Accident Repairs (A Non-Target Service)

Accident repairs will be a non-target service.

D.2.3 Off-Road Vehicle Recovery and Related Repairs (A Non-Target Service)

Off-Road vehicle recovery and related repairs will be a non-target service.

D.2.4 Glass Repairs (A Non-Target Service)

Glass repairs will be a non-target service.

D.2.5 Vandalism and Acts of Nature (A Non-Target Service)

Repairing damage due to vandalism and acts of nature will be a non-target service.

D.2.6 Vehicle Abuse Repairs (A Non-Target Service)

Repairs that are found by the Contract Administrator to be the result of driver abuse will be a non-target service.

D.2.7 Pickup and Delivery of Vehicles (A Non-Target Service)

The County reserves the right to request the VMC to pickup and deliver vehicles on a case by case basis to customers. These requests require pre-approval by the Contract Administrator or Designee.

D.2.8 Emergency Services (A Non-Target Service)

The VMC must comply with County employee reporting and call-out procedures associated with providing standby vehicle maintenance and repair support during emergencies declared by the County. The Contract Administrator will notify the VMC when an emergency exists and the nature of subject emergency and the anticipated duration of the VMC's emergency services.

Emergency service support, including response after normal shop business hours, that requires the VMC to incur other than the normal labor costs associated with maintenance and repair will be a non-target service billed on a separate invoice. The VMC must make every reasonable effort to get prior approval from the Contract Administrator or his/her designee before providing emergency services as a Non-Target Service. If the VMC believes that emergency services rendered should be billed as non-target services, then a detailed explanation of "other than normal" costs incurred by the VMC must be provided to the Contract Administrator. If the County closes on days other than the County's holiday schedule, the VMC must remain open, this would include snow/emergency events. The VMC will only follow the County's holiday schedule in regard to VMC being closed.

D.2.9 Additional Non-Target Services

The Contract Administrator may direct the VMC to perform additional tasks under a contract awarded as a result of this RFP. If additional tasks are required, a written task order will be provided to the VMC detailing the tasks to be performed. The VMC must submit a proposal to perform these tasks on a fixed price basis, which will be itemized by direct labor, parts, subcontractor services, and/or materials. The Contract Administrator will accept or reject the proposal within ten (10) days. If accepted, the VMC must perform such assignments in accordance with a schedule agreed upon by the Contract Administrator and the VMC. The County is not required to purchase these additional tasks from any resultant contract to this RFP and reserves the right to compete these services by other methods in accordance with the Procurement Regulations from other sources when it is in the County's best interest.

D.3 Performance Standards, and Monetary Reductions

D.3.1 General

The County has established performance standards for Automotive Vehicle Maintenance as outlined within B.D.3. These standards will correlate with a system of contract Target Cost Center reductions for failing to meet these standards. Using the FMIS, the VMC will calculate actual performance against standards on a monthly basis (Monthly Invoice) and reduce the monthly Target Cost Center (1/12th of

the total Target Cost Center) accordingly. The VMC will provide a summary report supporting reductions to be assessed to the Contract Administrator or designee.

Downtime begins when the vehicle is either delivered to the Repair Facility for service/repair or a request for road service is received. Downtime ends when services are completed and the customer has been notified. Downtime does not apply to non-target services. Downtime does not apply to vehicles awaiting repair approval by the Contract Administrator or designee.

The Target Cost Center will be reduced for failure to meet the performance standards delineated within B.D.3. Performance standards are subject to the following provisions.

- (a.) Performance Methodology – the Acceptable Quality Ranges (AQR) is established for work areas subject to reductions. The VMC’s performance below the established AQR is subject to payment reduction.
- (b.) The VMC’s monthly invoice (1/12th of the total target Cost Center) will be adjusted downward by the percentages delineated in the following provisions if applicable.
- (c.) AQR Criteria and Payment Adjustments – Unless otherwise changed by solicitation or contract amendment the AQR Criteria and Payment Adjustments are as described in this RFP and the VMC’s response to same. Cost modifications must be changed by contract amendment.

D.3.2 Public Safety Availability Range

Public Safety Availability will be based on defining the public safety fleet hours (number of public safety vehicles multiplied by 24 (hours)) and then subtracting the total downtime hours from the total public safety fleet hours. The resultant number divided by the total public safety fleet hours will give a percentage of the availability.

	<u>Reduction Range</u>
A. Availability Base	<99%
B. Fee Adjustment: The fee adjustment will be based on the actual size of the Public Safety Fleet. The reduction will be assessed in 1% increments determined by the size of the Fleet. The amount per each 1% will be \$6,800. (1% = \$680).	

D.3.3 Administrative Availability Range

Administrative Availability Range will be based on defining the administrative fleet hours (number of administrative vehicles multiplied by 8 (hours) and then subtracting the total downtime hours from the total administrative fleet hour. The resultant number divided by the total administrative fleet hours will give a percentage of the availability.

	<u>Reduction Range</u>
A. Availability Base	<99%

B. Fee Adjustment: The fee adjustment will be based on the actual size of the administrative fleet. The reduction will be assessed in 1% increments determined by the size of this fleet. The amount per each 1% will be \$6500.00. (1%=\$650).

D.3.4 Direct Labor Billability Range

Direct Labor Billability Range will be based on dividing the mechanics direct labor hours on work orders per billing period by the mechanics’ payroll hours per billing period. Payroll hours will include all payroll hours reported (including training hours and non-direct labor hours) less the sum of annual leave, sick leave, family sick leave and disability leave. Direct labor hours are actual documented work order billable hours as recorded in the FMIS.

	<u>Reduction Range</u>
A. Labor Billability Base	<90.0%
B. Fee Adjustment: The reduction will be in 1% increments based on 1/12 th of the total Target Cost Center for each percentage below the reduction range.	

D.3.5 Parts Supply Availability Range

Stock items are required to be available from inventory at all times. This performance reduction applies to items that are not listed as stock items. The VMC will document and supply documentation that all required non-stock items are ordered and received within 24 hours 98.5% of the time. Failure to meet the standard is an automatic reduction of 5% of the total non-stock items that did not meet this standard. This reduction will be applied monthly.

	<u>Reduction Range</u>
A. Parts Availability Range	<98.5%
B. Fee Adjustment: The Contractor must ensure that non-stock parts are in stock within 24 hours of a work order demand 98.5 percent of the time. The contractor will at the end of each month prepare a report documenting the performance of the on-time availability of the non-stock parts. If the total percentage of non-stock parts that did not meet the 24-hour availability requirement is below 98.5 percent of the total non-stock parts received in that month, a 5 percent penalty will be assessed on the total value of the non-stock parts that does not meet the 98.5 percent availability requirement	

D.3.6 Accident Repair Incentive

Authorization to remove used parts (cannibalize, also refer to Section B.D.1.21, Parts Operation, A Target Service with Exceptions) from any County vehicle to be used to expedite the repairs of another County vehicle is at the sole discretion of the Contract Administrator or designee. As an encouragement to minimize the cost of accident repair, the VMC will be able to benefit by certain reductions in cost as described herein. Payment incentives will be made for savings to the County generated from the use of “used” County parts for auto body repair. “Used” parts will be defined as parts (body parts, structural parts, sub-assemblies, wheels, etc.) removed from approved wrecked or

deadline vehicles to reduce the cost of accident repair. The savings are defined as the difference between the cost of a new part/sub-assembly and the cost of the "used" part/sub-assembly (including labor cost and/or towing cost to remove said parts. If parts are obtained from County fleet vehicles removed from service, the parts costs are considered to be at zero cost plus labor cost. The VMC must retain accurate records to document costs and savings associated with this incentive. The VMC will not cannibalize parts from County vehicles for use on other vehicles without the prior written approval of the Contract Administrator.

D.3.7 Scheduled Preventive Maintenance

This incentive applies to vehicles that are brought to the Seven Locks AES Shop Facility in accordance with the established PM schedule (Refer to Exhibit B – Preventive Maintenance Checklist & Schedules). On receipt of a completed Vehicle Repair Request the VMC will immediately generate a repair order. Performance of preventive maintenance, including all target repairs to subject vehicle is based on completion within 24 hours.

	<u>Reduction Range</u>
A. Completed repair range	<99%
B. Fee Adjustment: A reduction will be assessed for every missed preventive maintenance. For public safety vehicles the number will be \$230 and for Administrative vehicles \$220.	
C. Any vehicle returning for repairs within 30 calendar days after a PM will be assessed a fee adjustment of \$225.00 for each calendar day the vehicle is out of service.	

D.3.8 New Vehicle Receiving and Preparation (NVRP)

The NVRP performance standard applies to capital acquisition of vehicles to be incorporated into the County Fleet. The VMC will begin performance of the required New Vehicle Receiving and Preparation (NVRP) in accordance with Section B.D.1.12 – New Vehicle Receiving, Vehicle Preparation and Vehicle Disposal (A Target Service). The Performance Standard for New Vehicle Preparation is six (6) public safety vehicles or six (6) vehicles other than public safety vehicles/administrative per week commencing one work week after receipt and acceptance by the Contract Administrator.

1. New Vehicle Preparation for Public Safety:
 - Anything less than 6 public safety vehicles completed per week, will result in a reduction per vehicle of \$1000.00.
2. New Vehicle Preparation for Other Than Public Safety/Administrative:
 - Anything less than 6 administrative vehicles completed per day, will result in a reduction per vehicle of \$250.00.
3. This requirement is dependent on the County having new vehicles available to be prepped.

E. Special Project Provision

Use of County's AES Shop Facility and Equipment

The County's AES Shop Facility is available to the VMC as described in this Section E – Special Project Provision and Section B.C.4. – Use of County's Automotive Equipment Section (AES) Shop Facility. The County provides for the required Automotive Vehicle Maintenance Services at 1283 Seven Locks Road, Rockville, Maryland. The County requires Automotive Vehicle Maintenance Services to be performed at the 1283 Seven Locks Road, Rockville, Maryland repair facility.

E.1 Lease of County's AES Shop Facility to VMC

The County will permit the VMC to lease for one dollar (\$1.00) per year the County's AES Shop Facility for the performance of a contract awarded as a result of this RFP. Prior to commencement of the contract, the VMC must execute the License Agreement Between Montgomery County, Maryland and Contractor (See Exhibit F).

E.2 Lease of Shop Equipment, Tools and Furniture

Included in the County's Automotive Equipment Section (AES) Shop Facility lease, there will be specific maintenance and repair equipment, tools, furniture, and shop vehicles located at the facility, as listed in Exhibit D- Equipment Inventory.

The VMC must be required to acknowledge receipt in writing the assets from the County and their condition based on a physical inventory of assets that will be conducted before contract commencement. After contract execution, the VMC and the County will annually conduct a physical inventory to determine changes in the condition of assets and to detect necessary repairs or replacements. At the conclusion of the contract, these assets will be returned to the County in the same condition in which they were provided to the VMC, less normal wear and tear. The VMC will be responsible for replacing any assets that are stolen, missing or in an unserviceable condition due to the VMC negligence. This will be at the discretion of the Contract Administrator or designee.

In consultation with the VMC, the County will be responsible for approving replacements of any equipment not repairable due to normal wear and tear. The VMC will be responsible for performing preventive maintenance on all shop-related equipment, overhead doors and lifts and submit an annual schedule of preventive maintenance upon execution of the contract. Additions/deletions to the facility inventory will be with written authorization of the Contract Administrator. Documentation of additions/deletions to the facility inventory will be maintained in the physical inventory file. Documentation of the annual schedule of preventive maintenance will be maintained in the physical inventory file.

E.3 Hours of Operation of the County's AES Shop Facility

The VMC will provide services on a Monday through Friday schedule. Services will be provided from 6:00 A.M. through 12:00 midnight EST, excluding County Holidays. The project manager or designee must be available 24/7 by phone and on-site during fleet's core business hours of 9:00am – 3:00pm Monday through Friday.

E.4 County Observed Holidays

The following are County-observed holidays:

New Year's Day
Martin Luther King, Jr. Day (third Monday in January)
President's Day (third Monday in February)
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Note: On County observed holidays, the County is closed. However, the VMC may make arrangements with the Contract Administrator or designee to utilize the maintenance facilities to enhance its performance.

E.5 Safety or Environmental Hazards

The County does not warrant or guarantee against the possibility that safety or environmental hazards or potential hazards may exist at the AES Shop Facility. The VMC will be responsible for identifying any hazardous conditions and promptly notifying the Contract Administrator of these conditions in writing within one (1) business day of identification. The County will be responsible for mitigation of any pre-existing safety or environmental hazards identified by the VMC, except those caused by VMC negligence.

E.6 Restricted Use of County's AES Shop Facility

Work performed by the VMC at the County's AES Shop Facility will be limited to vehicles owned, leased or authorized by the Contract Administrator. At no time, including non-working hours will the VMC use County facilities, tools or equipment to perform work on vehicles or equipment not owned by the County, leased by the County, or authorized by the Contract Administrator. County property must not be used in any manner for any personal or business gain or profit by the VMC or its employees other than in performance of work described in this RFP. The Contract Administrator may authorize the VMC to perform services at the County's AES Shop Facility for other public agencies.

E.7 Utilities

DFMS will be responsible for the cost of natural gas, water and electrical power at the County's Seven Locks AES Shop Facility. The VMC will comply with the County standard for interior climate control which is 78 degrees Fahrenheit minimum in the summer and 68 degrees Fahrenheit maximum in the winter.

E.8 Telecommunications

DFMS will be responsible for all telecommunications costs incurred by the VMC in the performance of their responsibilities. DFMS will also pay the cost of all computer network connections and communication charges as well as all security system charges allocated to the County's AES Shop Facility by the County within the County network.

E.9 County's AES Shop Facility Access

The County will, at all times, have access to the AES Shop Facility at Seven Locks to observe or inspect work being performed under a contract awarded as a result of this RFP and to provide necessary facility inspection, maintenance and repair functions.

E.10 County's AES Shop Facility Maintenance

The VMC will be responsible for the maintenance of County owned AES Shop Facility. The County will be responsible for any repairs needed. The VMC will be responsible for routine grounds maintenance (mowing, lot snow removal, lot sanding, egress/regress clearance etc.). It is the VMC's responsibility to exercise care and good judgments in the use of these assets, including normal shut down and clean up procedures after use. The County will deduct repair expenses for any damage to County assets that are the result of VMC misuse or negligence from payments made to VMC. The VMC must notify the Contract Administrator immediately of any asset that requires maintenance, repair or replacement. The VMC shall not modify or make additions to any facility without prior written approval of the Contract Administrator.

E.11 Responsibilities

E.11.1 Other County Responsibilities

The County will be responsible for pest control at all County owned shops. The County will provide receptacles for recyclable commodities that are generated as a direct result of work performed under a contract awarded as a result of this RFP.

E.11.2 Other VMC Responsibilities

The VMC will be responsible for interior janitorial services and supplies. The VMC will be responsible for grounds maintenance including but not limited to mowing and snow removal. The VMC will be responsible for trash collection services and disposal of trash collection services in accordance with the County Solid Waste ordinance. The VMC shall place recyclable commodities in the on-site locations designated by the Contract Administrator. The proceeds from the sale of these materials belong to the County. The work area (shop), office and customer waiting areas, and all restrooms will be cleaned and organized at the end of each shift to the complete satisfaction of the Contract Administrator.

E.12 Locks and Keyed Entries

The VMC may change the locks on any and all of the shop facilities and equipment leased for the duration of the contract as long as a replacement of the same type and kind is used. The Contract Administrator must approve replacement of locks and keyed entries. Duplicate keys for all re-keyed locks will be provided to the County immediately upon re-keying and identified by tag.

E.13 VEHICLE Maintenance Contractor (VMC) Personnel

E.13.1 Staffing Plan and Qualifications of Personnel

- a. The VMC will be responsible for selecting personnel to perform the services outlined in this RFP. The VMC will be responsible for the provision of wages, salaries and benefits paid to such employees.
- b. The prospective VMC must include a complete staffing plan for accomplishing the work in this RFP. This plan must include an organization chart identifying specific job titles, position descriptions including minimum qualification requirements, the number of employees holding each job title, and the percentage of time each employee will devote to performing services for a contract awarded as a result of this RFP.
- c. The prospective VMC must describe their requirements and incentives for the participation of their personnel in training and certification programs, a detailed description of the VMC safety

and training plan and approach. The VMC will provide a summary of hours and topics of formal training per technician every 3 months.

- d. All VMC employees who will operate County owned vehicles must possess the appropriate operator's license for the vehicle involved, including commercial driver licenses and Forklift certification if required. The VMC will establish programs to ensure that all of its employees maintain an appropriate valid driver's license, are trained in safe driver techniques, and operate County vehicles in a safe and responsible manner.
- e. All VMC employees will wear uniforms that identify both the VMC company name and the employee's name.
- f. Employees of any contract awarded as a result of this RFP are not eligible for County benefits.

E.13.2 Project Manager Qualifications

- a. The VMC's Project Manager must have proven technical and managerial experience in the field of automotive fleet maintenance and repair. The VMC must present its candidate for Project Manager during Interview Evaluation with the County (refer to Section E., Method of Award/Evaluation Criteria).
- b. The VMC must not change its Project Manager without providing the Contract Administrator with prior written notice. The VMC must receive the Contract Administrator's approval of a replacement Project Manager who must possess equal or better qualifications before transferring the incumbent to another project. If the incumbent quits, is terminated, or is relieved of their position for whatever reason(s), the VMC must supply an interim replacement within five working days and must seek the Contract Administrator's approval of a permanent replacement within 30 days. The County reserves the right to reject a proposed Project Manager and to require the VMC to present another candidate within an additional 30 days.
- c. The County reserves the right to reject a proposed Project Manager and to require the VMC to present another candidate within an additional 30 days. This exercise will continue until a proposed Project Manager of equal or better qualifications is accepted by the County, and at no additional cost.

E.14 FLEET Management Information and Reporting

E.14.1 VMC Required to Use County Fleet Management Information System (FMIS)

The VMC will be required to use the County's existing FMIS. In the event the County chooses an alternative FMIS, the VMC will be required to use the alternative system and to adhere to County's policies and procedures for system maintenance and use. The VMC will operate the system in real time mode with correct and real time input of all labor costs and repair codes, parts costs and parts codes and sublet repair costs and vendor data. All work orders placed in "Finished" status on a given day shall be reviewed and "Closed" on the next workday. Current mileage shall be entered, verified and if applicable corrected. All performance and report information shall originate from the County's FMIS. The County reserves the right to observe the VMC's use of the system at any time during normal working hours to ensure compliance with established policies and procedures. Initial training will be a minimum of two hours for technicians, four hours for parts staff, and eight hours for service writers, foremen and shop supervisors. Ongoing training will be provided as new versions of the system are implemented and as operational problems are identified. The VMC must make its staff available to attend initial training, ongoing training, refresher training, and training on system updates. The County will provide initial and ongoing training at no cost to no

more than six (6) select VMC employees who will train the VMC's remaining staff. The County will provide hardware and software maintenance and upgrades at no cost to the VMC.

E.14.2 VMC Records

Upon prior notice by the Contract Administrator, the VMC must provide authorized County representatives access at all reasonable times to all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda, and cost verification for work invoiced to the County.

E.14.3 Vehicle History Records and Procedures

The VMC must have access to electronic service manuals, service bulletins and other information needed to properly service and repair the Fleet. A hard copy and electronic history folder will be maintained by the VMC for each vehicle. The FMIS will contain all work orders generated on the vehicle as well as the equipment's make, model, year and serial number, warranty information, and invoice information. The County's system, which contains vehicle historical information, was implemented in July, 1996. The FMIS database is current and will remain so at the time of contract commencement. A manual means of recording complete FMIS system information if the system goes down shall be established by the VMC. This information shall be entered as soon as the system returns to on-line status.

E.14.4 Ownership of Records

All fleet management information including reference files, records, receipts, invoices, and all electronic data are the property of the County at all times, and upon expiration/termination of the contract must be provided to the Contract Administrator or designee.

E.14.5 Daily and Weekly Reports

The VMC must generate daily and weekly reports as required to the complete satisfaction of the County. The daily and weekly report requirements will be subject to modification from time to time. Modifications to the daily and weekly reports and additional report requirements will be introduced by or directed by the Contract Administrator or designee (Exhibit E for example purposes only).

Fleet Service Downtime Report, the Equipment Mileage and Cost Report and the Mechanic Accountability Report from the FMIS summarizing the previous day's or week's activities. These reports provide data on all performance standards.

E.14.6 Monthly Report

The VMC may be required by the Contract Administrator or designee to provide additional reports that are not generated through the FMIS.

E.14.7 Annual Report

The VMC must provide the Contract Administrator with a written annual report, which summarizes the year's activity in a format agreed upon by the VMC and the County. The VMC will provide a statement indicating the solvency of the VMC as part of the annual report. This must take the form of a standard issued certified corporate report or certified statement of the VMC's financial condition. The report will include recommendations for improving fleet maintenance programs and costs, benchmarking with other similar fleets in selected cities and government agencies, and a review of VMC performance against key benchmarks of maintenance performance identified by the Contract Administrator.

E.14. 8 Motor Pool Management

- a. The VMC must perform and be responsible for operating and assisting with motor pools throughout the County. This includes managing all aspects of the vehicles including scheduling, maintenance, cleaning and fueling all vehicles in the Fleet Motor Pool. The VMC will be responsible for relocating vehicles for better utilization as directed.
- b. The VMC will use a fleet management system to manage the motor pool vehicles. The motor pool management system is a tool used to manage pools of vehicles throughout Montgomery County Fleet including reservations and sign outs. These responsibilities include assisting departments within the County, using the motor pool management system for their own inter-department motor pools.
- c. The VMC must provide analytics/metrics regarding the usage of the motor pool vehicles. The VMC will explore all tools within the system to better evaluate the motor pools and make recommendations regarding its use. The VMC will keep and provide all historical data as needed.
- d. The VMC will be responsible for running the system and training county employees on its use over time. The VMC will be the “point of contact” regarding all information and usage of the system. The County has the right to change motor pool management systems and the vendor will work in unison with the County in its implementation and transition.
- e. The VMC must manage the system for the County including all troubleshooting, IT upgrades and repairs. The VMC will have a working relationship with the vendor and all costs paid to the providing vendor will be a pass-through expense to the County.
- f. The current system in place can be accessed through the following website:
<http://www.agilefleet.com/>
- g. The VMC will acclimate itself with the system to provide oversight when the contract is signed and implemented.

E.15 Quality Assurance Program

The VMC must implement a Quality Assurance Program for management of the repair and maintenance of assigned vehicles. The program will include provisions for meeting specified performance standards, maintaining quality workmanship, providing a high level of customer service, and reducing fleet costs incurred by the County. The VMC will include a detailed description of its proposed Quality Assurance Program in its proposal to include a QC inspection on all vehicles that were repaired or serviced. The plan will address, at a minimum, the following items:

- Fleet Availability
- Repair Performance
- Customer Service
- Cost Reduction Initiatives
- PM Performance
- Parts Availability
- Vehicle Safety and Reliability
- Benchmarking with other similar fleets

The program must include hands-on inspections of work quality. The VMC must provide summary reports highlighting the number of inspection performed, inspection results, and the failures summarized by category.

E.16 Warranties

Repair work performed by the VMC must be warranted for the lesser of 12000 miles or 12 months for repairs that fall within the above warranty period will be corrected by the VMC at no additional cost to the County.

E.17 VMC Contract Costs**E.17.1 Target Costs**

Target Costs are those costs incurred by the VMC to provide target services as detailed in Section B. Scope of Services, D.1. – Target Services: Maintenance and Repair Services. The County will not pay costs incurred by the VMC to provide target services that exceed the target amount bid in this contract.

E.17.2 Non-Target Costs

Non-Target Costs are those costs incurred by the VMC to provide non-target Services as detailed in Section B. Scope of Services, D.2 – Non-Target Services: Maintenance and Repair Services.

The County will establish a non-target budget for the payment of non-target services, and the Contract Administrator or designee will determine whether a service qualifies as a non-target service. All costs incurred in providing non-target service must be authorized in advance by the Contract Administrator in order to be eligible for reimbursement.

All parts, material, and subcontractor costs incurred by the VMC in providing non-target services will be charged at the appropriate labor rates approved by the Contract Administrator and paid for by the County to the extent that they are reflected on completed repair orders.

E.17.3 Transition Period

The transition period is that time between the execution date as identified in the contract document resulting from this RFP and completion of the first six (6) months of contract services.

The County will withhold all Target Center Cost Reductions for the six (6) month transition period to allow the VMC to accomplish a successful transition.

E.17.4 Unusual Costs

The VMC may petition the County for an adjustment to the target cost at reasonable times on the basis of unusual changes in the VMC's cost of doing business. For purposes of this section, unusual changes are items not covered by this agreement that occur as a result of external events and through no fault of the VMC, such as changes in local, state, or federal laws or regulations, war, acts of war, or acts of God; natural catastrophes, civil disturbances, or similar extraordinary events. These adjustments will be accomplished by a written Contract amendment. Unusual Costs will not include price increases occurring in the ordinary course of doing business.

E.17.5 Price Adjustment for Agreement Renewal

The term of a contract as a result of this RFP is for an initial term of one (1) years and at the County's option may be extended for up to three (3) times for one (1) year each. If the County exercises its renewal option, the Target Budget for the renewal year may be increased or decreased based on the Consumer Price Index-All Urban Consumers in the Washington D.C. area - for the previous 12-month

period. The VMC shall provide detailed documentation which supports their increased net costs for all requested increases. Contract term extensions and changes in costs are achieved by contract amendments duly executed by the Director, Office of Procurement. For further detail for Price Adjustments refer to Section C. Performance Period, 6.2. Price Adjustments.

E.17.6 Cost Saving Incentives

As an incentive to the VMC to identify and pursue cost saving opportunities, the County may establish an arrangement whereby the County and the VMC share in cost savings that are generated as a result of actions taken by the VMC. If the VMC provides target services for a cost less than the target budget due to research and development of industry standards and trends and the County approves and implements the plan then the County may share these savings with the VMC on a 60% County, 40% VMC basis. The VMC may describe in its proposal methods of compensation consistent with this objective, understanding that such methods must be in compliance with applicable laws. Such an arrangement will be memorialized via a bilateral contract amendment.

E.18 Invoicing

E.18.1 Monthly Target and Non-Target Services Invoices

- a. The County will pay the VMC each month based on a summary statement of the VMC's detailed invoice. This payment will require the establishment and management of a rate structure to cover billing of labor, materials and sublet services. The rate will be fully burdened to reflect all appropriate overheads so that vehicle maintenance costs are fairly allocated to the consumers of these services. The same rate structure will apply to both Target and Non-Target Services. The County will work with the successful VMC to establish a rate structure that will recover all VMC costs up to the target services budget, as well as non-target services budget. These rates, along with the DFMS overhead costs associated with managing a contract awarded as a result of this RFP, will be input into the FMIS. The VMC will use the County's FMIS to develop billing statements.
- b. The monthly invoice will include a statement certifying that the charges billed to the County are true and accurate and were incurred in the performance of the terms of the contract. The VMC's authorized representative will sign such statement.
- c. VMC invoices will be submitted in duplicate to the Contract Administrator or designee for review, approval, and payment. The VMC will provide a monthly billing report, which details costs invoiced to the County by line item (i.e., labor, parts, subcontractor services, etc.). Individual repair order numbers with associated labor charges, part costs, and subcontracted services will be delineated.
- d. The County reserves the right to review additional documentation to be provided upon the County's request to the VMC prior to paying any disputed portion of the invoice. Such documentation may include, but is not limited to, invoices to the VMC for parts or subcontracted services and payroll registers.
- e. The County will pay the VMC within 30 days of the County's receipt of an acceptable invoice. The County will pay the VMC for all items invoiced over which there are no disputes so that payment for undisputed items is prompt. Payment for disputed items will be made when disputes are resolved.

E.18.2 Direct Bill System for Charging To County Departments

County Departments are direct billed by DFMS for maintenance and repair services. The DFMS calculates a fully burdened labor rate, parts markup and sublet administration fee based on the annual budget it submits. The objective of the charge-back system is to fairly distribute vehicle maintenance and repair costs to County Departments and to encourage efficient use of fleet resources by each unit.

The VMC will cooperate with the Contract Administrator to set and periodically revise a fully burdened hourly labor rate for all work charged, target or non-target, to vehicles maintained by the VMC. The rates must be set to recover all VMC and DFMS costs. These rates will be entered into the FMIS and will be used to generate service invoices to each County Department on a monthly basis.

E.18.3 Monthly Invoicing to County Department Customers

DFMS currently prepares monthly billing statements for more than 30 separate customer groups. The VMC will be responsible for providing a completed work order with each repaired vehicle, which documents services rendered. A copy of the work order will be obtainable from the FMIS. Work orders must include at a minimum the following details: customer department number, vehicle number, description of services performed, repair reason and task codes, and the cost of labor, parts and sublet services. Customers will review their respective work orders and obtain clarification, as necessary from the VMC. Items disputed by customers will be brought to the Contract Administrator’s attention. The Contract Administrator will resolve work order disputes.

E.19 COUNTY’S Vehicle Replacement Guidelines

While the County has determined general replacement guidelines for each type of vehicle in the fleet it retains the right to extend the life of vehicles in the fleet based on the needs of the County. The replacement guidelines identify vehicles that are eligible for replacement, however, vehicle replacement is dependent upon available funding and based on apriority score calculated by DFMS based on vehicle condition, maintenance costs, vehicle usage, age and mileage.

<u>Vehicle Description</u>	<u>Miles/Age</u>
Public Safety Vehicles	120,000 miles/6 years
Administrative Vehicles	120,000 miles/8 years
Pickups, Vans and Utility Vehicles	120,000 miles/9 years
Special Vehicles	120,000 miles/4 years

E.20 Continuity of Service

- a. The services to be provided under this RFP are essential to the safety and well-being of the citizens of the County and must be provided without interruption for any reason or cause.
- b. Notification of contract termination, expiration, decision to not renew, re-compete or assignment of the contract by the County to a subsequent awardee must be made in writing at least thirty days prior to the cessation of services.
- c. The County reserves the right to request the current VMC provider to continue providing services under the terms of the contract for an additional transition period of up to three (3) months.
- d. After written notification of the request for a transition period, the VMC must cooperate in good faith with the subsequent awardee in determining the nature and extent of services, including the development of a written transition plan subject to approval by the County. The VMC must provide sufficient experienced personnel during the transition period to ensure that all services outlined in the contract resulting from this RFP are provided at the specified levels of performance. The VMC will cooperate with the subsequent awardee in areas such as facility and equipment reviews, repair parts inventories and purchase agreements, and in allowing the awardee to interview the current VMC’s personnel for possible employment.

- e. Should services be interrupted or reduced during the term of a contract resulting from this RFP for any reason within the VMC's control, including work stoppages or slow-downs, the VMC will continue services at the level prescribed in this RFP by whatever means necessary, and will incur all related costs associated with the alternate service delivery system. If the VMC fails to provide an alternate service delivery system, the County will have the right to continue services and to charge any associated costs to the VMC.
- f. Should services be interrupted or reduced during the term of a contract resulting from this RFP for any reason outside the VMC's control by any act or neglect of any separate Contractor employed by the County, or by changes ordered in the Supplies, Materials, Equipment and Services, or by strikes, lockouts, fires, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the County, the VMC will continue services at the level prescribed in this RFP by whatever means necessary. Any additional costs can be related back **E.17.4 Unusual Costs**.
- g. Furthermore, failure to provide an acceptable alternate service delivery system will be grounds for termination of a contract awarded as a result of this RFP.

6. SECTION C - PERFORMANCE PERIOD

6.1. TERM

The effective date of this Contract begins upon signature by the Director, Office of Procurement and ends after a one (1) year period. Contractor must also perform all work in accordance with time periods stated in the Scope of Work. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term three (3) times(s) for one (1) year each. The County reserves the right to require the current VMC provider to continue providing services under the terms of the contract for an additional transition period of up to three (3) months

6.2 PRICE ADJUSTMENTS

- 6.2.1 Prices quoted are firm for the period of the first base term of twelve (12) months after execution of the contract. Any request for a price adjustment after this one (1)-year period is subject to the following:
 - 6.2.1.1. Approval or rejection by the Director, Office of Procurement or designee
 - 6.2.1.2. Submission in writing to the Director, Office of Procurement and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
 - 6.2.1.3. Submission within sixty (60) days prior to contract expiration date, if the contract is being amended.
 - 6.2.1.4. The County will not approve a price adjustment request that exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request must be based upon the CPI for all urban consumers issued for the Washington-Arlington-Alexandria, DC-VA-MD-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
 - 6.2.1.5. The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
 - 6.2.1.6. The price adjustment, including its effective date, must be incorporated into a written contract amendment.