

## **REQUEST FOR PROPOSAL NO. 2021-04**

# SOLICITATION FOR PROFESSIONAL FLEET MANAGEMENT AND MAINTENANCE

**COUNTY OF NEWBERRY** 

MARCH 5, 2021

The County of Newberry is seeking proposals from qualified Contractors to institute a Fleet Management and Maintenance Operation for the Preventive Maintenance and Repair of the County's fleet of vehicles and equipment and related responsibilities.

#### Contact:

Proposals shall be submitted to Crystal Waldrop, CPPB, Purchasing Director, Office of the County Administrator, at P.O. Box 156, 1309 College Street, County of Newberry. Telephone number is (803) 321-1420.

## **Pre-Proposal Conference**

A non-mandatory Pre-Proposal Conference will be conducted at Newberry County Courthouse Annex Conference Room, 1309 College Street on March 16, 2021 at 3:00 p.m., local time. This conference will include a tour of the County's existing maintenance facility at 11374 SC Hwy 34, Newberry. Questions must be submitted in written form to Crystal Waldrop via email (cwaldrop@newberrycounty.net) no later than close of business on March 23, 2021.

<u>Proposals will be accepted until 3:00 PM, on April 1, 2021</u> at the County Courthouse Annex Conference Room, 1309 College Street, Newberry. Please send one (1) signed and executed <u>original</u> of the Proposal and four (4) additional copies.

The County of Newberry reserves the right to reject any and all proposals, to waive any and all informalities or irregularities, to negotiate with any qualified bidders, and to accept or reject all or any part of any proposal as they may deem to be in the best interest of the citizens of the County.

## FLEET MANAGEMENT AND MAINTENANCE

## COUNTY OF NEWBERRY, SOUTH CAROLINA

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## 1. **STATEMENT OF WORK**

The Contractor shall provide scheduled preventive maintenance, remedial repairs, towing, parts inventory acquisition and management, and other associated fleet management services required to ensure the continuity of effective and economical operation of the County vehicles and equipment listed in Newberry County Fleet List Attachment.

The Contractor will furnish all necessary supervision, labor, parts, supplies and sub-contract work required to maintain the fleet in a state-of-repair and service consistent with generally accepted industry fleet practices and as more specifically defined in this AGREEMENT. The Contractor will effectively manage the fleet assets of the County and implement a life-cycle costing program for the County's fleet management.

In addition, the Contractor will provide and maintain a permanent, detailed, automated record system for each vehicle and vehicle category in order to provide a basis for optimum fleet management and provide detailed maintenance and operating information for the County.

#### 1.1 FACILITIES

Work will be performed at the facility located at the Newberry County Fleet Garage. The facility will remain the property of the County.

The County will allow use of the facility, located on SC Highway 34, to the Contractor for the purpose of providing services for the County of Newberry' Fleet. The Contractor shall not use the facility for work on vehicles or equipment not owned or leased by the County unless otherwise directed or permitted in writing by a duly authorized representative of the County. The Contractor will perform, at the Contractor's expense, an environmental inspection of the facility prior to contract commencement, along with any other issues that may need to be address. All results of the required environmental inspection will be reported to the County when available.

The County shall also provide, under the yearly lease rate, County-owned equipment, service vehicles, tools, manuals, and furniture located in the Vehicle Maintenance Facility. All equipment added during the term of the Contract, and approved by the County prior to acquisition, will become the property of the County. The cost of special equipment purchases or leases, if approved by the County, shall not be included in the cost target and will be billed to the County with the monthly invoice. The physical facility, office and shop equipment provided to the Contractor for the term of contract will be returned to the County upon completion of the Contract in the same condition they were provided to the Contractor, except for normal wear and tear.

The County will supply gas, heat, water, and electric at no cost to the Contractor. The facility will include basic telephone service on the County network. Only long-distance

phone calls associated with the management and maintenance of vehicles may be used by Contractor to conduct business associated with the County contract. All internet services will be provided by the Contractor.

The physical facility and shop equipment such as compressors, lifts, and service vehicles, etc., will be maintained by the County, including replacement, repairs, maintenance, and/or renovations with the Contractor being responsible for informing the County of degraded conditions. The County shall be responsible for replacement of such equipment and facilities at the end of its useful life or as otherwise necessary.

The Contractor shall be responsible for interior housekeeping, janitorial maintenance and supplies. These costs shall be included in the Target Price.

#### 1.2 HOURS OF SERVICE

The shop shall normally be open at a minimum from 7:00 A.M. to 5:00 P.M., Monday through Friday.

The shop shall be open and operating every scheduled County workday. The Contractor will observe holidays in accordance with the County's holiday schedule. The Contractor may work on scheduled holidays but are not to expect delivery of vehicles scheduled for PM or other maintenance services on County holidays. Overtime worked on scheduled holidays shall be included in the Target Price, unless specified as Non-target elsewhere in this Agreement.

#### 1.3 **SECURITY**

The Contractor may change the locks on any or all the maintenance facilities and equipment leased for the duration of the contract. Upon request, the Contractor shall provide duplicate keys to the County's Representative.

The Contractor shall also provide for security of the County's vehicles and equipment while in the Contractor's possession for maintenance or repair.

The Contractor shall allow only licensed employees to operate the County equipment or vehicles. It is sole responsibility of the Contractor to ensure their employees are duly licensed and adequately trained to operate all items in the County fleet.

## 2. <u>PREVENTIVE MAINTENANCE</u>

A preventive maintenance (PM) program will be established for all vehicles and equipment that are in the County Fleet and will be the responsibility of the Contractor. The PM program will be designed in accordance with recognized industry standard fleet management practices and will meet the terms and conditions necessary to comply with the original equipment manufacturers (OEM) specifications, or other specific warranties and recommendations.

Although subject to change as agreed by the Contractor and/or the County, the PM work will meet the following minimum requirements:

#### 2.1 PM-B

#### PM-B Perform items 1-19 every:

- 5,000 miles or 180 days, whichever comes first (EMS Units and Ambulances)
- 3,000 miles or 180 days (Sheriff Marked Patrol Cars)
- 4,000 miles or 180 days (Sheriff Investigator Units)
- 5,000 miles or 180 days (Sheriff Administrative Units)
- 7,500 miles or 180 Days, whichever comes first (Medium/Heavy Diesel trucks)
- 5,000 Miles or 180 Days (Gas Cars and Light Trucks all departments, except Sheriff)
- 180 Days (Trailers)
- 1. Check Safety checklist items
- 2. Inspect, service and repair all interior lights
- 3. Inspect, service, and refill fluid levels of coolant, windshield washer solvent, replacement of wiper blades, transmission, differentials, power steering units and brake fluid
- 4. Inspect, service, and repair battery, charging system terminals, cables and box
- 5. Inspect, service, and repair heating/air conditioning system
- 6. Inspect, service, and repair frame, cross members and body joints
- 7. Inspect, service, and repair operation of the engine starting circuit
- 8. Inspect, service, and repair drive shaft, U-joints, and CV joints and boots
- 9. Inspect, service, and repair any oil, fuel, coolant or other fluid leaks
- 10. Inspect, service, and repair air and emissions filters, and valves as needed, or within (OEM) guidelines
- 11. Inspect, service, and repair hoses, clamps, and belts; replace if needed
- 12. Inspect, service, and repair operation of all gauges
- 13. Inspect, service, repair and lubricate all grease points on chassis, hinges, locks, suspension, hydraulic systems, etc.
- 14. Inspect, service and change engine oil and filter

- 15. Check air pressure in all tires
- 16. Inspect, service, and repair tires. Replace Sheriff/EMS/Fire&Rescue at 5/32 inch tread life. All other vehicles at 3/32 inch tread depth, rotate tires on cars and light trucks
- 17. Inspect, service and repair beam/ray, shotgun rack, siren, and emergency equipment, etc, and,
- 18. Inspect, service, and replace air cleaner as necessary.
- 19. **All Vehicles**: A completed, dated and signed Safety Checklist, PM Checklist or Completed Repair Order, is to remain in vehicle.

#### 2.2 PM-C

## PM-C Perform items 1-12 Every Twelve (12) Months, or every 10,000, whichever occurs first, ON ALL UNITS.

- 1. Perform PM B
- 2. Inspect, remove, clean, repair or replace, and repack wheel bearings as needed.
- 3. Inspect and service transmission, according to unit OEM specifications.
- 4. Inspect, service, and complete front-end alignment, if required.
- 5. Inspect, service, and repair and tune engine, according to unit OEM specifications.
- 6. Drain, flush, and replace differential gear lubricant as required (limited slip differentials must have special lubricant added), according to unit OEM specifications.
- 7. Inspect, service, repair, and perform complete diagnostic engine analysis, including Electronic Control Module and all related sensors and control devices.
- 8. Drain, flush, and replace engine coolant, according to unit OEM specifications.
- 9. Inspect all brakes (replace linings/pads, rotors/drums at manufacturer's recommended specifications), measure drums and rotors (measurements must be noted on work order)
- 10. Inspect, service and repair interior, seats, knobs, doors, carpet, switches, headliners, etc. (Any upholstery, carpet and headliner repairs will be treated as non-target.)
- 11. Tires: Rotate and Balance, if required.
- 12. **All Vehicles**: <u>A completed, dated and signed Safety Checklist, PM Checklist or Completed Repair Order will to be provided to the County and is to remain in vehicle.</u>

## **HEAVY EQUIPMENT/SPECIAL, OFF-ROAD:**

Includes all Public Works special equipment including, but not limited to graders, dozers, backhoes, trenchers, scoop loaders, claw loaders, compressors, pumps, forklifts, and all other pieces of equipment within the attached roster, but not specifically addressed herein. Perform the following Items 1-5 (PM-A), every two hundred fifty (250) operating hours or three (3) months:

- 1. Perform PM A (items applicable only to off road equipment)
- 2. Inspect, service, and repair power train, hydraulic and electrical systems.
- 3. Inspect, service, and repair air cleaners as required.
- 4. Draw Oil samples on Off-Road equipment for analysis, when applicable.
- 5. Inspect, service and repair all other elements as may be required/recommended by the OEM but not included in Items 1-4.

Perform the following Items 5-9 (PM-B); every five hundred (500) hours or six (6) months, whichever comes first.

- 5. Perform PM A (items applicable only to off road equipment)
- 6. Engine Oil & Filter Change, replace hydraulic filter and replace air filter
- 7. Inspect, service and repair cables/linkage, as may be applicable.
- 8. Inspect, service, and repair power trains, hydraulic and electrical system.
- 9. Inspect, service and repair all other elements as maybe required/recommended by the OEM, but not included in Items 5-8.

Perform the following items 10-13 (PM-C); every thousand (1000) hours or twelve (12) months, whichever comes first.

- 10. Perform PM B (items applicable only to off road equipment).
- 11. Inspect, service, and repair power train, hydraulic and electrical system.
- 12. Inspect, service and repair all other elements as may be required/recommended by the OEM but not included in Items 10-12.
- 13. Drain & Refill ALL compartment fluids and perform oil analysis.

## MISCELLANEOUS, CONSTRUCTION, STREETS, GROUNDS AND OTHER MAINTENANCE EQUIPMENT NOT SPECIFIED ELSEWHERE HEREIN:

Miscellaneous construction, streets, grounds and other maintenance equipment identified herein shall be serviced at two hundred (250) hours of operation or six (6) months, whichever comes first. Because this equipment works in highly dirty conditions on a consistent basis, they shall receive maintenance as follows:

- 1. Perform PM A (applicable item only) at every scheduled service.
- 2. Perform PM C (applicable item only) at every twelve (12) months.
- 3. Contractor shall develop and recommend for the County's approval, additional elements of servicing, as may be required, but not included in Items 1 and 2.
- 4. As a minimum, the finalized elements and schedule of service, as approved, shall meet or exceed the requirements/recommendations of the OEM and be included within proposed target budget costs.

#### **ROUTINE MAINTENANCE AND REPAIRS**

Perform repairs as required, road test and correct deficiencies on all the equipment, vehicles, and other units within the County fleet. If Contractor cannot perform the needed maintenance and repairs, it is up to the Contractor to sub-contract the work with a licensed, certified vendor who is qualified to do the work. Sub-contracted work shall be held to the same standards as the chosen vendor for this contract. Sub-contracted work shall be completed within a reasonable amount of time, or the Contractor shall seek other vendors to perform the sub-contracted work.

#### YEARLY MAINTENANCE AND INSPECTIONS

Inspect and test vehicles and power-operated equipment on an annual basis in accordance with Federal and State laws. Inspections and tests shall be performed by the Contractor in the Maintenance Facility by properly authorized and trained technicians.

Perform other statutory inspections and tests that may be required by Federal or State laws.

#### 2.5 HOURLY EQUIPMENT

Maintain hourly miscellaneous equipment in compliance with the OEM specifications or as necessary.

#### 2.6 FLEET ASSESSMENT

No Fleet Assessment period will be in effect.

#### 2.7 SCHEDULING

PM activities should not interfere with the operator's normally required work schedule. Therefore, the Contractor and the County shall schedule vehicle and equipment PMs at times mutually agreed upon. The Contractor shall develop and provide an automated PM schedule to the County with an adequate lead-time so that the County can give ten (10) working days notice to the vehicle user. PM schedule notification, referencing both the department and unit number, shall be provided in writing to the designated Department representative. The Contractor will be responsible for all contact with departments regarding vehicle PM scheduling. The County, the designated Department representatives, and the vehicle and equipment operators will be responsible for keeping scheduled appointments for preventive maintenance. Contractors shall include in their Proposals, policies regarding PM appointments missed by the County and vehicle operators.

#### 2.8 PERFORMANCE

The timely performance of preventive maintenance is incumbent upon the Contractor for all fleet vehicles. It is incumbent upon the Contractor to schedule, notify and perform the scheduled preventive maintenance.

#### 2.9 ANNUAL INSPECTION

The Contractor shall inspect every piece of equipment in the fleet annually. At the Contractor's option, this can be completed at the Maintenance Facility. A report shall be provided to the County, along with recommendations, in January, each year of the contract.

## 2.10 FIRE & RESCUE EQUIPMENT SERVICING

The Contractor shall be familiar with and follow NFPA maintenance recommendations for Fire & Rescue Equipment. This includes provisions for pump and ladder testing; the testing costs will be at the contractors' expense.

Guidelines governing tire replacement will be based on the following:

- Tread depths will be monitored in conjunction with PM services.
- Inspection for weather-checking (ozone cracking) will be monitored and tires replaced based on the TMC guidelines (see below) for this condition.
- Any tire which exceeds 10 years of age based on the DOT date will be replaced under the Target Cost. Contractor must include in their proposal a plan to meet this requirement within the first 36 months of the contract. Tier One (Michelin, Bridgestone, Goodyear) new tires are required. No retreaded tires will be accepted. See chart (Replacement of Tires) indicating the size and number of tires to be replaced during the first 36 months of the contract.
- Any tire replacements based on any other criteria will be discussed and approved as a Non-Target expense.

Fire Department Tires that must be replaced in the first three years of the contract. Replacement of these will be considered part of the monthly target cost.

Total
4
4
10
8
2
4
8
4
2
12
8
16

Contractor is also required to be <u>certified to service all Rescue Tools</u> (ex: Hurst equipment - 'Jaws of Life'). <u>The contractor will be responsible for scheduling and transportation to the fire stations/rescue squads for these services with a vehicle provide by Contractor and included in the annual target cost.</u>

#### 3. **REPAIRS**

The Contractor shall make specific repairs to vehicles and equipment that are identified through PM, by users, and by breakdown or malfunction. Repairs shall be made as required, limiting the nature and extent of repairs to that which are consistent with the age, mileage, and cost to repair criteria of good fleet maintenance.

#### 3.1 REPAIR LIMITATIONS

Repairs estimated to exceed \$1,000.00 must be analyzed by the Contractor to determine the repair's cost effectiveness and be specifically approved by the County. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the Contractor to the County.

#### 3.2 ROAD CALLS

The Contractor shall provide emergency road service calls, including towing service, for vehicles in the County's fleet. The Contractor shall have persons on call to expeditiously handle vehicle breakdowns.

#### 3.3 **QUICK FIX**

The Contractor shall provide a Quick Fix function for minor repairs of less than a one-hour duration when the vehicle operator chooses to wait for the service. Vehicles repaired under Quick Fix are to be moved to top priority. Example quick fix repairs include fluid replenishing, windshield wiper service, and headlight replacement. PMs shall not be conducted as a Quick Fix function.

#### 3.4 WARRANTY

The Contractor shall administer all warranties, both for vehicles and parts, associated with the management of this fleet. The equipment manufacturer will reimburse such warranty work directly to the Contractor. Payments and adjustments received by the Contractor for warranty work shall be credited to the Target Price.

All parts covered under the manufactures warranty shall not be included in the monthly statement for Target Costs. Contractor shall maintain a file of such warranties, alone

with proof of warranty work that may have been completed, which will be accessible to the County.

#### 3.5 **OUTSIDE REPAIRS**

The Contractor shall be responsible for arranging and managing the conduct of outside repairs that cannot be performed economically in-house; and shall be responsible for continued review of the need for specific outside repairs as opposed to performing in-house repairs. These outside repairs may include bodywork and painting, glass replacement, transmission sealing and repair, and such other work that can be utilized at minimum cost to the County. The County and the Contractor shall discuss prior to any outside work being done, to ensure that the outside repair versus in-house repair decision remains justified, shall periodically and informally review the plan. All responsibility (paperwork, invoicing, quality control, vehicle movement, vehicle security, etc.) shall be that of the Contractor. Subcontractor invoices will be accepted solely by the Contractor. Outside repairs are included in the Target Price, unless otherwise specified in this AGREEMENT.

The Contractor shall be responsible for requiring that all approved subcontractors have the same liability coverage as the Contractor.

Unless otherwise stated by the Contractor and the County, the time frame for outside work to be performed will be no more than sixty (60) calendar days.

#### 3.6 VEHICLE PREPARATION AND DISPOSAL

The Contractor shall prepare newly acquired vehicles for service. Preparation shall include inspections, installation of special equipment (ex: on PPV specification vehicles), and coordination of radio installation by the radio Contractor. County shall provide all specialized equipment at no cost to the Contractor. Installation of special equipment does not include such items as lap top computers, GPS units, and camcorders.

Vehicles to be sold by the County shall be prepared for disposal by the Contractor. Preparation shall include removal of tags, decals and special equipment, and other paper work, as necessary.

#### 3.7 ACCIDENTS

The Contractor shall be responsible for processing accident repairs. The County representative shall obtain competitive bids for each accident repair. Accident repairs and associated towing costs shall not be included in the Target Price; however, towing associated with breakdowns shall be included in the Target Price.

When the time arises, the Contractor and the County will mutually decide the towing company to be called to provide the services.

## 4. PARTS

#### 4.1 PARTS SUPPLY

The Contractor shall furnish all parts and supplies necessary to maintain and repair vehicles and equipment. Parts installed by the Contractor shall meet OEM specifications.

Parts installed on vehicles and equipment shall be identified by part number and cost on the work order for the appropriate assignment.

#### 4.2 **INVENTORY**

The Contractor shall maintain an adequate parts inventory as part of the Contractor's Target Price. A fleet management information system shall be used to monitor the parts inventory and track parts usage on the County's fleet. At a minimum, the electronic system shall be capable of generating a complete inventory by part number and part cost, a usage rate history for each part normally stocked, and bar coding.

In addition, throughout the contract term, the County will coordinate with the Contractor on all pending vehicle and equipment retirements, so that arrangements can be made in sufficient time to dispose of parts in inventory that are unique to such vehicles prior to their removal from the fleet.

The County shall purchase, at cost from the Contractor, all the active and serviceable parts in inventory upon completion or termination of the Contract. The current value of the inventory listing, which may change, is approximately \$20,000.00

## 5. **REPORTING**

The following minimum requirements for reporting and record keeping will be in effect for the term of the contract.

#### 5.1 **RECORDS**

Upon prior notice to the Contract Project Manager, the Contractor shall provide the County's authorized representative(s) access at all reasonable times to all hard data (Reference Section 9. Fleet Management Information System), books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda of every description related to the Contractor's fleet management and maintenance services for the County and shall provide to the authorized representative(s) cost verification for work. Contractor must provide On-line access to the contractor's FMIS system through a customer portal, on a 24/7 basis.

#### 5.2 **FILES**

The Contractor shall maintain a complete file of service manuals, service bulletins, lubrication charts and other information needed to properly service and repair the fleet of the County. The mentioned files with be maintained either electronically, or by hard copy, or a combination of both. Contractor shall handle manufacturer recalls as necessary and will be forwarded to the contractor from the Administration Office for Newberry County.

A hard copy history folder shall be maintained by the Contractor for each vehicle. This folder will contain, in chronological order, all work orders generated on the vehicle. The folder shall also contain the vehicle's make, model, year and serial number along with invoice information. Vehicle history will be supplied to the Contractor by the County.

All electronic data (stored in the Contractor's FMIS) shall be owned by the County and authorized County representatives will have access to this data, any time during the contract. The software and hardware for the Contractor's FMIS shall be owned by the Contractor, but at the termination of the Contract, the Contractor's FMIS software, at the option of the County, may be transferred to the County's for its use. Any one-time transferable costs are the responsibility of the Contractor and any ongoing costs will be the responsibility of the County.

#### 5.3 DAILY REPORT

Daily updates on vehicle status will be provided by the Site Manager, as requested.

#### 5.4 WEEKLY REPORT

The Contractor shall generate a weekly report for delivery to the County. The weekly report shall be in memo format and shall include from the previous week's activity:

- a. A listing of vehicles not delivered for a scheduled PM. The listing shall include the department name, if known.
- b. A status report on vehicles out of service for more than seven (7) days.
- c. Number of vehicle breakdowns.

#### 5.5 **MONTHLY REPORT**

The Contractor shall provide a consolidated monthly management report to be delivered to the County on or before the 10th calendar day of the month following the reporting period. This report shall include, but not be limited to:

- a. Maintenance costs for the month compared to target costs.
- b. Dashboard report reflecting each performance area.

- c. Costs for Additional reimbursable item not included in the Target Price by cost category.
- d. Cost of abuse by the vehicle user in excess of normal wear and tear, by Unit and Department.
- e. Number of delinquent PMs by department.
- f. Number of vehicle PMs scheduled/completed.
- g. Downtime by departments and in total.
- h. Cumulative records of sub-contracted work.
- i. Total labor hours expended.
- j. Total parts cost.
- k. Problem/accident summary.
- 1. Summary cost per unit and life cycle cost.

#### 5.6 ANNUAL PERFORMANCE REPORT

The Contractor shall provide the County with a written annual performance report, which summarizes the year's activity, within thirty (30) days following the end of the contract year. The annual performance report should include yearly data for those categories presented in the monthly reports, as well as any additional performance information the Contractor believes should be included.

#### 5.7 INVOICES

At the commencement of the Contract, the Contractor will invoice the County in an amount equal to 1/12th of the annual Target Price for the first month's target services. Following the first month of services, the Contractor will invoice the County on the first day of each month in two parts: 1/12th the annual target price for the current month's target services and any non-Target activity.

Maintenance and repair to be included in Target Cost are:

- All maintenance and repair items for all units with the following exclusions:
  - o Military type vehicles (any work above and beyond PM servicing)
  - o Ground Contacting Implements (cutting edges, blades)
  - Any used equipment purchased, which has not been pre-approved for inclusion into the fleet by the chosen contractor
- Preventive maintenance and replacement of tires, wipers/blades, batteries, brake pads and belts/hoses for units outside of Life Cycle guidelines

A separate invoice delineating additional reimbursable items (including directed work, approved accident repairs, and other approved non-target work, emergencies, major component failure within the first six months) which were incurred by the Contractor in the previous month.

## 6. FLEET MANAGEMENT INFORMATION SYSTEM

The Contractor will own, install, implement and maintain all hardware and software necessary for an electronic record keeping and reporting system for all services being contracted. The information system shall provide records of all repairs and servicing activities performed for each vehicle or piece of equipment.

The Contractor's Fleet Management Information System (FMIS) must be a multi-user system capable of integrating all information pertaining to inventory, maintenance, repair, personnel, asset management, etc. The Contractor must allow the County on-line read-only access to the FMIS and the data contained therein. Contractors should describe the ongoing FMIS support that will occur throughout the contract to include training of County personnel.

The Contractor will provide access to/for County users at any time during the Contract. Any software will be the responsibility of the Contractor. The County will provide its personnel with hardware and Internet access.

At the termination of the Contract, the Contractor's FMIS software, at the option of the County, may be transferred to the County's use. Any one-time transferable costs are the responsibility of the Contractor and any ongoing costs will be the responsibility of the County. If the County chooses not to transfer the use of the FMIS to the County the Contractor shall provide all the County owned data on an electronic disk and provide reasonable assistance to the County in uploading this data to a new FMIS.

## 7. OTHER SERVICES

#### 7.1 EMERGENCIES

The Contractor shall mobilize the shop and provide repair and maintenance services for the duration of emergency situations. Such service shall include adequate staffing up to the Contractor's maximum staffing level to ensure continued vehicle operations at a level determined to be required by the County. Costs incurred during emergency situations shall not be included in the Target Price.

#### 7.2 **DIRECTED WORK**

The County or its designee may direct the Contractor to perform additional tasks (i.e., tasks not related to ongoing and normal operations) under this Contract. The Contractor shall perform such assignments in accordance with an agreed to schedule and level of effort. Cost of such assignments shall not be included in the Target Price.

#### 7.3 INVESTIGATIONS

The Contractor shall support the County with technical investigations related to the automotive fleet. Such investigations may support accidents, fire, or other issues of a technical nature.

#### 7.4 WASTE

The Contractor shall be responsible for and shall propose/retain vendors for the disposal of all trash and other wastes generated during the course of the Contract. The Contractor shall maintain records on all hazardous chemicals and other hazardous waste. The records shall contain the materials' origin, use, transportation, and ultimate distribution and disposal. All disposals shall be in accordance with current County, State and Federal laws and EPA regulations. The Contractor shall provide training and management for employees working with and handling hazardous materials, in accordance with laws and EPA regulations. The Contractor will provide a written Hazard Communication Program. The Contractor shall hold the County harmless and indemnify the County for any liability for all actions of the Contractor relating to waste disposal.

Costs associated with tire disposal shall be included in the target price and is the responsibility of the Contractor to appropriately dispose of the tires.

## 8. VALUE ADDED SERVICES

#### 8.1 **PURCHASES**

The Contractor shall assist the County in preparing purchase specifications for additional or replacement vehicles and service equipment as needed. In addition, the Contractor shall assist the County with inspections and assessments of used vehicles and equipment under consideration for purchase or lease. The Contractor shall identify and nominate for the County's purchase, other equipment that will reduce the cost of maintenance and/or improve the quality of vehicular services.

#### 8.2 FUEL

The County will purchase fuel all County vehicles and equipment in the County Fleet.

Maintenance, management, repair, or replacement of the County's Automated Fuel Management System shall not be the responsibility of the Contractor.

The County shall provide a fuel card for the vehicle provided by the County, to the chosen Contractor. Insurance will be paid at the County's expense for this vehicle.

## 9. <u>STAFFING PROVISIONS</u>

The Contractor shall have the responsibility for selecting personnel to perform the services to be provided hereunder. The Contractor shall be required to perform preemployment drug testing and background checks for all proposed Contractor employees. All certifications and licenses must be current for existing employees. Proof of all certifications and licenses, including Commercial Driver's Licenses, must be provided by the Contractor at time of execution and must remain current throughout the life of the contract. Drug testing procedures shall be provided at the onset of the contract.

#### 9.1 CONTRACTOR'S SITE MANAGER

The Contractor's Site Manager shall have proven managerial experience managing and maintaining municipal fleets and/or fleets of similar composition. The Site Manager will be known at the onset of execution of the contract and notification shall be made to the County if there are changes in the position.

#### 9.2 STAFFING REQUIREMENTS

The County requires the following minimum staffing levels from any contractor:

- One (1) dedicated full time Site Manager,
- Four (4) ASE Certified Technicians (Two (2) of which must be EVT Certified)
- A certified diesel mechanic must be on staff at all times.

Contractor employees shall maintain the appropriate CDL licenses and will adhere to the Department of Transportation guidelines when applicable. Technicians will not operate vehicles and equipment without the proper CDL endorsement or driver's license.

The Contactor shall have the sole responsibility for determining and providing competitive wages to recruit and maintained a highly skilled workforce.

The Site Manager is to be considered separate than the requirements of the staffed technicians and mechanics.

#### 9.3 CONTRACTOR BENEFITS

The Contractor shall have sole responsibility for determining and providing benefits for its employees, provided the benefits offered shall be competitive and comparable to those offered by other private businesses in the area and within this industry. Said benefits will include as a minimum: medical, life, dental, vision, long & short-term disability, workers' compensation, vacation, and sick leave. These costs will be included as part of the Target Price.

## 10. **PERFORMANCE**

## 10.1 RIGHT TO REQUIRE PERFORMANCE

The County's failure at any time to require performance of any provisions thereof by the Contractor shall in no way affect the right of the County thereafter to enforce same. Nor shall any waiver by the County of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

#### 10.2 **BONDS**

#### 10.2.1 Performance Bond/Payment Bond

The Contractor shall also furnish both a Performance Bond and Payment Bond executed by a Surety Company duly authorized to do business in the State of South Carolina, in an amount equal to one hundred percent (100%) of the contract price, as security for the faithful performance of the contract.

No Contract shall exist until the County receives a duly executed Performance and Payment Bond (Section 10.2.1) made payable to the County. Bond requirements shall be met at the time of execution of the contract.

Bonds shall be presented at the onset of renewal for each year of the contract and shall be included in the annual target cost.

#### 10.2.2 **Bid Bond**

Each Contractor will furnish a Bid Bond with their response, executed by a Surety Company duly authorized to do business in the State of South Carolina in the amount of the first year of the cost proposal.

## 11. INSURANCE

## 11.1 MANDATORY INSURANCE REQUIREMENTS

Prior to the commencement of the Agreement, the Contractor shall obtain and keep in full force and effect until the termination of the Agreement, the following insurance with an insurance company licensed and qualified to do business in the State of South Carolina, as evidenced by a Certificate of Insurance and/or certified copies of the insurance policy(ies).

## 11.1.1 Worker Compensation - Statutory minimum limits

Employers' Liability with a minimum of \$1,000,000 combined single limit.

## 11.1.2 Commercial General Liability

Minimum \$1,000,000 combined single limit of Bodily Injury and Property Damage per occurrence including the following coverage:

- a. Contractual Liability
- b. Premises and Operations
- c. Independent Contractors
- d. Completed Operations and Product Liability
- e. Personal Injury

## 11.1.3 **Automobile Liability**

Minimum \$1,000,000 combined single limit of Bodily Injury and Property Damage per occurrence including the following:

- a. Owned automobiles
- b. Hired automobiles
- c. Non-owned automobiles

## 11.1.4 Garage Keeper's Legal Liability

Minimum Limits - \$1,000,000 per occurrence

#### 11.1.5 Additional Insured

The County shall be named as an additional insured on all liability policies.

### 11.2 POLICY CANCELLATION

Sixty (60) days written notice of cancellation of any material change in the policy(ies) is required to be provided to the County of Newberry.

#### 11.3 **CERTIFICATE HOLDER**

County of Newberry, P.O. Box 156, Newberry 29108

## 12. WORKING CONDITIONS

In the performance of the Agreement, the Contractor shall adopt working conditions, and other employment policies which meet the approval of the County, provided however, that such policies shall comply with applicable Federal or State laws.

## 13. **JOB SAFETY COMPLIANCE**

It shall be the responsibility of the Contractor to comply with all the provisions applicable to the Occupational Safety and Health Act as enforced by the U.S. Department of Labor and to require all employees to comply with this law and all regulatory State or local laws affecting job safety.

It shall be the Contractor's responsibility to maintain throughout the contract period a safety and accident prevention program which meets requirements of Federal, State and local codes and all other authorities having jurisdiction over this work.

## 14. EQUAL OPPORTUNITY COMPLIANCE

Contractor must include details of their Equal Opportunity policy guidelines in their response.

#### **CONTRACT TERM**

The duration of the Contract will be from July 1<sup>st</sup>, 2021 to June 30<sup>th</sup>, 2024, for three (3) years. Further, this Contract may be renewed, expanded and extended by mutual agreement for up to two (2) extension periods of one (1) year each, provided that the funds for subject contract are available and an operating budget is approved by the County and that the Contractor has established a satisfactory record of performance. The maximum number of years for this contract is five (5) years.

## CONTRACTOR'S RELATIONSHIP TO THE COUNTY

## **Contractor as Independent Contractor**

It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor as to the work, and that the Contractor is in no respect an agent, servant or employee of the County. This Contract specifies the work to be done by the Contractor, but the method utilized to accomplish the work shall be the responsibility of the Contractor.

## Subcontracting

Contractor may subcontract services to be performed hereunder with the prior approval of the County, which shall not unreasonably withhold approval. No such approval will be construed as making the County party of, or to, such subcontract, nor shall approval be construed as subjecting the County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to ensure that approved Subcontractors have achieved the same liability insurance coverage as the Contractor.

## County Representative(s)

Unless provided otherwise elsewhere in the Contract, the County may authorize representative(s) to act on behalf of the County on all matters relating to this Contract and/or services being performed hereunder. The representative(s) shall decide all questions, which may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.

#### Inspection of Work

The Contractor shall furnish the County or authorized representative(s) with every reasonable opportunity to determine whether or not the work is performed in accordance with the requirements of the Contract. The County may appoint qualified persons to

inspect the Contractor's operations and equipment, and Contractor shall permit these authorized representative(s) to make such inspections at a reasonable time and place. The Contractor shall provide read-only access to all FMIS data as an additional means for the County to inspect the Contractor's work.

#### COSTING METHODOLOGY

## Firm Fixed Target Cost Contract with Life Cycles

The Firm Fixed Target Cost Contract with Life Cycle Price Fee, shall be the Contractor's operating budget for each year of this contract and shall be included using the attached Cost Form and shall include the following cost items:

- a. Personnel costs
- b. Parts/supplies/outside services
- c. Overhead expenses
- d. Administrative costs
- e. Management fee

This is a firm fixed not to exceed Target Price, except for those items expressly specified in the scope of services and requirements, all activities are included in the Target Price.

#### **NON-TARGET DETAILS**

#### **Personnel Costs**

Personnel costs will include wages, salaries, fringe benefits, payroll taxes, mechanic and management incentives, and overtime costs.

#### Parts/Supplies/Outside Services

The Contractor will charge the County for parts, supplies, and outside services as the items or services are used, as reflected in the Contractor's repair orders.

#### ADJUSTMENTS TO THE TARGET PRICE

## Changes in the Size or Composition of the Fleet

The Target Price shall be adjusted to correspond to increases or decreases in the fleet size for each vehicle or equipment classification if such changes are at least five (5%) percent on a prorated unit cost basis. These adjustments shall be made semi-annually and based upon the beginning fleet size per classification or the last amended fleet adjustment with a corresponding price increase.

#### **Annual Adjustments**

The Target Price, including the Contractor's fee, shall be adjusted for the second and subsequent years of the Contract prior to the end of the previous contract term. During the Annual Meeting between the County and the Contractor, the Contractor's performance will be reviewed. The meeting shall also include a review of the Contractor's cost of doing business. With the exception of labor, escalation of the approved budget for the ensuing year shall not exceed the Cost/Price Index (CPI-U) for Motor Vehicle Maintenance and Repair for the State of South Carolina for the prior year. Labor costs shall be negotiated separately. Administrative Costs and Management Fees will continue to be a percentage of the total Target Price. Changes to the Contract shall be documented in a Contract Amendment.

## ADDITIONAL COSTS

Additional cost items shall include adjustments to the Target Price in accordance with the items described in the Adjustments to the Target Price Section above and the additional cost items described herein.

#### Capital Expenditures

Any and all County approved capital expenditures of the Contractor for equipment or other capitalized items (i.e., engine analyzer, lifts), in connection with the services and work to be provided by the Contractor hereunder, shall not be included in the Target Price.

#### Directed Work

Overtime and other County approved labor and material cost incurred by the Contractor in performance of emergency or other directed work shall not be included in the Target Price, pursuant to the terms of the Contract. The County will not approve or reimburse the Contractor for work included in the Target Price.

## Additional Reimbursable Items (Non-Target)

The Target Cost contract format provides for the maintenance and repair of all units listed in the Newberry County Fleet List with the following exclusions, which would be invoiced as a Non-Target Cost:

1. Costs incurred for unit repairs necessitated as a result of user abuse, acts of God, vandalism, terrorism, and accident damage during the life of the contract.

## 2. Costs associated with the following:

- a. Military type vehicles (any work above and beyond PM servicing)
- b. Ground Contacting Implements (cutting edges, blades)
- c. Any used equipment purchased, which has not been pre-approved for inclusion by the chosen contractor

The amount associated with the above exclusions will not be included in the computation of the cost of the shared savings incentive, and will not be included in the Target Price, and will be directly reimbursable by the County to the Contractor.

## PERFORMANCE INCENTIVE PROGRAMS

## Shared Savings Plan - Annual Reconciliation

In addition to Contractor's cost and fee, Contractor will receive ten percent (10%) and Newberry County will receive ninety percent (90%) of any aggregate annual savings on the Target Cost amount for each contract year. Aggregate annual savings are defined as the difference between the twelve-month Cost Target billed and the Cost Target as stated on the cost Proposal Form at the end of this section of our proposal, or any amendments hereto, when the aggregate amount is less. Aggregate costs that exceed the amount of the Cost Target Cost shall be borne totally by Contractor.

If any portion of the Contractor's response is to be considered proprietary, it shall be clearly marked throughout the entire document.

## **Price Proposal Form**

Newberry County, SC	Target Cost Services				
Budget Item	Year One	Year Two	Year Three	TOTAL	
Wages & Salaries On-Site Personnel					
2. Fringe Benefits On-Site Personnel					
Total Labor					
3. Parts & Accountable Supplies Indirect Shop Supplies					
Total Parts					
4. Sub-Contractor Services					
Target Cost Subtotal					
5. Overhead					
Subtotal					
6. Corp Admin & Mgmt. Fees					
7. TOTAL BID					
Non-Target & Directed Work Rates					
The price shall be required to be firm	for the Contract pe	eriod for the first yea	nr.		
RESPECTFULLY SUBMITTED,					
SIGNATURE:					
TITLE:					

## **EVALUATION CRITERIA**

During the evaluation, Team members will evaluate each proposal to insure it meets all specified criteria.

Evaluation consideration shall include the following:

## 1. Functionality and Suitability of Proposed Solution

- Approach to the scope of services
- Availability of the firm to meet the project time-line requirements and provide proposed services
- Describe the fleet maintenance approach that will be utilized in maintaining the County's fleet.
- Describe preventive maintenance programs that will be instituted to assist drivers and users.
- Describe overall management plan for proposed services. It should include start-up, operational issues and County personnel training.
- Describe management systems, records, and type of reports to be use.
- Designate and identify an "Account Manager" who will be responsible for implementation and management of the County's maintenance and services.
- Describe on site problem solving and conflict resolution plans.

## 2. Performance History and Standards

- Successfully performing similar Fleet Maintenance and Management Services
- Provide a list of at least three (3) clients for whom a similar service has been provided.
- Include client name, address, telephone number and contact person
- Describe the following performance standards: (a) fleet availability, (b) preventive maintenance, and (c) quality of repair.
- Show proposed schedule of incentive and deduction by category of fleet, preventive maintenance, and quality of repair.

## 3. Professional Qualifications:

- Resumes of key personnel available for this contract
- Brief history of firm
- Describe training and certification programs that will be implemented to
  ensure qualified maintenance personnel are able to perform required
  maintenance on equipment and vehicles in the County, such as ASE Master
  Technician and Blue Seal certification and Emergency Vehicle Training
  (EVT) certification.

- Submit resume of all personnel who will be involved in the ongoing County Fleet Maintenance and Management Services.
- Submit at least three (3) references of current customers.
- Provide documentation for qualified technicians to perform required maintenance on heavy equipment such as motor graders, backhoes, dump trucks, etc.
- Account Manager must also be qualified to assist in maintenance when the need arises.

#### 4. Experience.

- Last three (3) years of experience with similar size government with similar fleet category, size and maintenance requirement.
- Demonstrate the ability to provide safe, reliable, cost saving, and timely services by providing past performance records. All references must include the company/agency name, size of fleet, and location name, to include, title, and telephone of a contact person familiar with the proposer's work.
- The County shall have the right to contact any reference as part of the evaluation and selection process.

#### 5. Cost

- Provide cost and prices for the first year of the maintenance and service agreement.
- Show cost saving incentive plan and accountability program that ties incentives and deductions to the attainment of selected performance standards.
- Show how savings can be attained through cost effective services based on performance standards.
- Performance standards must include at a minimum labor cost, sales taxes, parts and supplies cost, administrative cost, and maintenance/services cost.

## 6. Financial Stability

- Offerors must demonstrate their financial stability by submitting a Certified Audited Annual Financial Statement for the last two years and the most recent Dunn and Bradstreet report on the company. These reports must be submitted at no cost to the County.
- The Offeror must include a Certified Statement as to whether there are any outstanding legal actions against the Offeror, and a brief description of any such action.
- The Offeror must also submit a description of any settled or closed legal action against the Offeror for the past ten (10) years.

## **Attachments**

I. Fleet Life Cycle Guidelines
II. Unit Inventory Report

## Fleet Life Cycle Guidelines Newberry County, SC

	Whichever Occurs First			Whichever	Occurs First
Vehicle Type	Age (years)	Mileage/ Hours(h)	Vehicle Type	Age (years)	Mileage/ Hours(h)
Light Vehicles	<u>.</u>		Heavy Vehicles	!	l
Sedans	7	120,000	Heavy Trucks (class 7-8)	10	120,000
Pick up Trucks	7	120,000	Semi-Tractor	10	220,000
Passenger Vans	7	120,000	Dump Truck Tandem	10	120,000
Cargo Vans	7	120,000	Special Heavy Vehicles		
Sports Utility	7	120,000	Street Sweeper	8	12,000h
			Bulldozer	10	15,000h
Other light trucks -gas (Class 1-				í ·	
4)	7	120,000	Road Grader	8	7,500h
Other light trucks - diesel					
(class 1-4)	7	120,000	Compactor	6	5,000h
Law Enforcement Vehicles			Backhoe/Loader	7	7,500h
Patrol Pursuit Cars, Marked	:			i	
and Unmarked,	:			:	
Administrative and Patrol			İ		
Trucks	7	150,000	Roller	12	5,000h
Fire/Emergency Vehicles			Paver	10	5,000h
Fire Pumper	10		Excavator	15	15,000h
	:		Refuse Truck - side/rear	;	
Ambulance <i>Medium Vehicles</i>	7	100,000	loader <i>Miscellaneous</i>	6	
Dump Truck Single axle	8	120,000	Trailers, Heavy	12	
Bucket Truck	8	100,000	Trailers, Utility	8	
Forklift	10		compressor, tow-behind	10	5,000h
Tractor Mower	8		Other construction equip	10	7,500h
Other Medium Trucks ass			Zero-turn & light duty mowers & other commercia	·	
Other Medium Trucks -gas (class 5-6)	8	100,000	grade equipment	4	
Class 5-6) Other medium trucks - diesel	0	100,000	larger mower decks: side	4	
(class 5-6)	8	120,000	arm, bush hog, batwing	4	