

REQUEST FOR PROPOSALS (RFP) NO. 731-SH AUTOMOTIVE FLEET MANAGEMENT AND MAINTENANCE SERVICES

ATTACHMENT 1 TO BULLETIN NUMBER 4 QUESTIONS AND ANSWERS (Q&A)

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| 1. | Exhibit A (SOW), Section 7.1.1; Exhibit B (Price Sheet) | <p>1. For vehicles assigned to a Fixed-Price category, does the County intend that all parts and materials, including those required for unplanned emergency repairs, are fully embedded in the Fixed-Price unit rates, with no categorical exclusions or cost thresholds?</p> <p>2. Will the County clarify that for vehicles assigned to a Fixed-Price category for preventative maintenance that all parts and materials, fully-burdened labor, G&A, overhead, fee, and other costs related to preventative maintenance only are to be calculated for the Exhibit 9 group unit prices?</p> <p>2a. To further define this requirement will the County clarify the RFP language, including the definitions by code (i.e., 14038, 1600, etc.)?</p> <p>3. Subsequently, will the County verify that repairs, emergency repairs, unplanned maintenance (non-predictive maintenance because of actual use of the vehicle exceeding the normal preventative maintenance schedule routine) are not to be part of the Exhibit 9 group unit prices?</p> | <p>Yes.</p> <p>Yes.</p> <p>See Attachment 2 to this Bulletin #4.</p> <p>Group unit prices listed in Exhibit 9 (Price Sheet) of Appendix B (Required Forms) must be inclusive of all repairs, emergency repairs and unplanned maintenance.</p> |

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| 2. | Exhibit A (SOW), Section 7.1.1 | <p>Does the County intend to define any limits, categories, or thresholds (e.g., cost, turnover, OEM availability) for parts inventory required to support unplanned emergencies, or is the expectation that Contractors pre-stock all potentially required emergency parts at each repair location?</p> <p>If the County intends to define minimal inventory requirements, can the County provide that list in an amendment?</p> | <p>Yes, the County will work with awarded Contractor to define the required parts inventory for each repair location.</p> <p>Due to unforeseen operational issues, the County needs to work with the awarded Contractor during Contract negotiations to come up with the minimal requirements.</p> |
| 3. | Exhibit A (SOW), Section 7.1.1; Attachment 10 – PRS (Section 7.0 Parts) | Attachment 10 assigns PRS credits for deficiencies under Section 7.1.1. Please clarify whether PRS credits may be applied where parts are unavailable due to OEM backorders, supply-chain disruptions, or other documented availability constraints not attributable to Contractor performance. | PRS credits will be applied on a case-by-case basis at the County's sole discretion. |
| 4. | Exhibit A (SOW), Section 4.4, 4.10, 4.11; Attachment 10 – PRS | Can the County clarify that if a vehicle remains out-of-service or exceeds repair cycle-time thresholds due to parts unavailability related to Section 7.1.1 inventory constraints, that the County intends such delays to be eligible for PRS credits or treated as excusable delay when properly documented? | See the County's response to Question #3 above. |

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| 5. | Exhibit A (SOW), Section 4.11; Attachment 10 – PRS | <p>Does the extension request process under Section 4.11 serve as the primary mechanism for relief from PRS credits when repair delays are caused by factors outside the Contractor's control (e.g., parts availability, County approvals, OEM constraints), and if so, how does the County intend PRS enforcement to be coordinated with approved extensions?</p> <p>Can the County provide a process flow, description, or diagram to provide guidance on the extension request process?</p> | <p>Yes, PRS credits will be applied on a case-by-case basis at the County's sole discretion.</p> <p>The extension request process will be explained to awarded Contractor during Contract implementation.</p> |
| 6. | Exhibit A (SOW), Section 7.7 (Quality of Parts to be Furnished) | Given that the County reserves the right to require or exclude specific part brands or components under Section 7.7, please clarify how County-directed part restrictions are intended to be reconciled with Fixed-Price pricing when such restrictions impact part cost, lead time, or availability. | All parts must meet or exceed original equipment manufacturer (OEM) specifications. Any County request to utilize or exclude any specific part(s) brands or component(s) will be negotiated with awarded Contractor. |
| 7. | Exhibit A (SOW), Section 6.6.3 Subcontracting within Five-Mile Radius | Will the County consider increasing the 5-mile radius for parts vendors to 20-25 miles? | Parts vendors can be outside the 5-mile radius with approval from the County. However, the County will consider awarded Contractor's request on a case-by-case basis. |

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| 8. | Exhibit 9 Price Sheet | For vehicles older than 10 years where the OEM is no longer legally required to manufacture parts for, will the County consider allowing aftermarket parts that meet OEM specifications, all new off the shelf OEM parts from third-parties, re-manufactured used OEM parts, or allow the contractor to recover labor time spent locating OEM parts outside of the LA area? | Yes, the County will accept all on a case-by-case basis; however, no labor time will be approved for parts location. |
| 9. | Exhibit A (SOW), Section 7.7; Section 6.6 (Subcontracting); Attachment 10 – PRS | <p>Does the County intend Contractors performing Fixed-Price work to be limited to County-approved vendors, brands, or subcontractors for parts and related services?</p> <p>If so, how should Contractors account for pricing and inventory risk where vendor options are constrained by County approval?</p> | <p>Yes, all requests to Subcontract must be pre-approved and vetted by the County. Subcontractors can be suggested from the awarded contractor.</p> <p>The awarded Contractor is responsible for negotiating all pricing, parts, and billing with its subcontractors to meet the needs of the Department and all Contract requirements.</p> |
| 10. | Exhibit A (SOW), Section 4.11, 9.2; Attachment 10 – PRS | Can the County clarify whether repair delays attributable to County-owned equipment failure, inspection hold-ups, or safety verification issues outside of Contractor responsibility are intended to be exempt from PRS credits, provided such delays are documented and communicated in accordance with Section 4.11? | PRS credits will be applied on a case-by-case basis at the County's sole discretion. |

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| 11. | Exhibit A (SOW), Section 1.4; Exhibit B (Price Sheet) | Does the County intend to maintain the FFP/FFS vehicle classifications established at award absent material operational changes, and are there any objective criteria the County plans to use when reclassifying vehicles between pricing models during contract performance? | <p>The pricing models will remain effective for the entirety of the Contract. The County and the awarded contractor will agree to fleet size and classifications during the initial Fleet configuration.</p> <p>Reclassification of vehicles will follow the guidelines specified in Attachment 8 (Fixed-Price to Fee-For-Service Vehicle Reassignment Guidelines) to Exhibit A (Statement of Work).</p> |
| 12. | Exhibit A (SOW), Section 1.4 Vehicle Servicing Pricing Models | If the fleet mix/make-up is significantly adjusted "greater than 10%" during performance will the County create a contractual mechanism that allows pricing to be adjusted to reflect the staffing and parts price mix for the new vehicles? | The pricing listed in Exhibit 9 (Price Sheet) of Appendix B (Required Forms) will remain fixed throughout the term of the Contract regardless of Fleet size adjustments. |
| 13. | RFP Section 7; Exhibit B; Attachment 10 – PRS | Can the County confirm whether it expects Fixed-Price unit pricing to assume full responsibility for parts cost escalation, inventory carrying costs, procurement delays, and PRS exposure, or whether the County anticipates issuing clarifications or guidance to align pricing assumptions with operational expectations? | Yes. |

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| 14. | Exhibit A (SOW), Section 7.5 Outfitting Parts and Components, Inventory Program | <p>The RFP requires 40 outfits per month. The existing facility at Eastern only has room to outfits 20-25 per month but additional spaces are available elsewhere.</p> <p>Will the County update their minimal staffing requirements to reflect the additional staff at the appropriate facilities to accommodate the required 40 outfits per month?</p> | No, minimum staffing will remain the same. It is up to the awarded Contractor to provide the necessary qualified staff to meet the County's requirements. |
| 15. | Exhibit A (SOW), Section 7.5 Outfitting Parts and Components, Inventory Program | <p>To support major upcoming events in Los Angeles, the County has acquired additional vehicles to support the events that require outfitting.</p> <p>Will the outfitting of these additional, new vehicles be part of the 40 outfits per month or are they in addition to the requirement?</p> | <p>Refer to Paragraph 5.14.4 (Fixed-Price New Vehicle Outfitting (Class A)) of Exhibit A (Statement of Work).</p> <p>Any requests over the required 40 class A vehicles would be billed as fee for service.</p> |
| 16. | Exhibit A (SOW), Section 5.18 Car Wash Services | <p>What are the minimal staffing requirements relative to washing and detailing vehicles as required in the RFP?</p> <p>If the car wash is unavailable, how does the County want the Contractor to comply with this requirement?</p> | <p>2 employees.</p> <p>The County will provide a manual hose bib to comply with the requirement.</p> |
| 17. | Exhibit A (SOW), Section 5.18 Car Wash Services, Section 5.19 Detailing Services Exhibit 9 Price Sheet | In accordance with Section 5.18.2, will the County provide a Fee-For-Service hourly labor rate for car washes and details that exceed the required 10 per day? | Yes, Exhibit 9 (Price Sheet) of Appendix B (Required Forms) has been amended via this Bulletin #4 to include an hourly rate for car wash and detailing services. |

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| 18. | General | For surge requirements above and beyond the Fixed-Price minimal staffing levels such as the need to outfit hundreds of additional new vehicles in a short period of time for a major event, will the County provide an additional Fee-For-Service category? | No. Refer to Paragraph 5.14.4(c) of Exhibit A (Statement of Work). |
| 19. | Exhibit A (SOW), Section 3.0 ShopFax – Background and Contractor Responsibilities | Is it possible to purge old, no longer used data out of ShopFax at contract start up to avoid using old data (i.e., parts, parts numbers, vendors, etc.)? | Yes, on a case-by-case basis. Some data cannot be purged or deleted. |

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| 20. | Appendix A, Contract Sample, Section 8.24.9 Insurance Requirements | <ol style="list-style-type: none"> 1. Does the County intend insurance requirements to be applied uniformly to all subcontractors, including those performing limited-scope or low-risk services (e.g., administrative support, parts delivery, software/IT support), even where certain coverages may not be applicable to the subcontractor's actual exposure? 2. Alternatively, does the County anticipate that subcontractor insurance requirements may be applied based on the subcontractor's exposure and scope of services, consistent with risk-based insurance principles, with evidence of applicable coverages and additional insured endorsements maintained and provided to the County upon request? 3. If a subcontractor's scope does not give rise to specific risk categories addressed by the Required Insurance schedule, will the County consider tailored insurance requirements aligned to the subcontracted work, subject to County review and approval? | Regardless of the type of Work being performed, and as specified in Paragraph 8.24.9 (Subcontractor Insurance Coverage Requirements) of Appendix A (Contract) Contractor is required to either include all Subcontractors as insured under its own policy or require each of its Subcontractors to comply with the required insurance provisions. |

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| 21. | Exhibit A, Section 4.11.1 Performance Requirements Summary (PRS) | <p>Section states PRS includes cycle-time and out-of-service penalties but does not provide relief for repairs delayed by national supply-chain constraints, OEM backorders, or County-directed sourcing limitations.</p> <p>Can the County provide a notification process for relief due to parts availability delays that will document this in the system for both parties?</p> | Refer to the County's response to question # 5 above. |

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| 22. | Appendix A, Section 8.23 Indemnification | <p>Section 8.23 requires the Contractor to broadly indemnify the County, including circumstances where County negligence, County owned vehicle or equipment defects, or County directed repairs may be contributing factors, and does not include a proportional (“to the extent caused by”) allocation of responsibility.</p> <p>Please clarify the County’s intent regarding the scope and application of indemnification, specifically:</p> <p>Does the County intend the Contractor’s indemnification obligation to apply regardless of fault, including where claims arise in whole or in part from County negligence, County supplied vehicle/equipment defects, or County directed actions?</p> <p>Alternatively, does the County anticipate that indemnification will be applied proportionally, based on the extent to which claims arise from the Contractor’s negligence or wrongful acts? How does the County intend Section 8.23 to be applied in scenarios involving shared responsibility or County caused conditions, particularly in the context of a Fixed Price service model?</p> | <p>As stated in Paragraph 8.23 (Indemnification), Contractor must indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.</p> <p>Any exceptions to this section should be addressed in Proposer’s Business Proposal and will be negotiated with awarded Contractor.</p> |

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| 23. | General | <p>When maintenance or repairs are directed to be subcontracted the cost may exceed the internal rates dramatically.</p> <p>Will the County consider adding a Fee-For-Service category for subcontracted services?</p> | <p>No, the County will only pay for repairs outside of the scope of the Contract [Refer to Paragraph 1.4.4.4 FFS-Direct Purchase of Exhibit A (Statement of Work)].</p> |

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| 24. | Exhibit 12 Budget Sheet | <p>For the Direct Cost section the County is requesting each employee's hourly rate which appears to be contradictory to the Firm-Fixed-Price contract and instead creates the conditions for a Time & Materials contract.</p> <p>a. Will the County clarify whether it wants Firm-Fixed-Price group unit rates per Exhibit 9 and Fee-For-Service hourly rates by category which would underpin a hybrid type contract made up of Firm-Fixed-Price unit rates and Fee-For-Service components?</p> <p>If yes to a., recommend removing the Exhibit 12 employee payroll hourly rates, benefits, and payroll taxes.</p> <p>b. Or, does the County want individual employee hourly rates per Exhibit 12 which would be used in a Time & Materials type contract?</p> <p>If yes to b., will the County modify Exhibit 9 to provide a plug number for materials that would be associated with the hourly rates listed in Exhibit 12 for vehicle maintenance/repairs?</p> <p>We understand that the County may be trying to ensure through the use of Exhibit</p> | <p>Exhibit 12 (Budget Sheet) requires Proposers to specify the "actual" hourly rate each of its employee classifications (e.g., Light/Medium Technician, Data Entry Clerk, Office Clerk etc.) performing work will earn if awarded the Contract.</p> |

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| | | 12 that all mandatory employee benefits and hourly rates comply with the requirements of the RFP however, these would all become apparent to the County through disclosure and audit of Living Wage Program. | |
| 25. | General - Tax | <p>For the locations inside of the city of Los Angeles should city taxes be applied to bidder's cost or does the County have an exemption for this project?</p> <p>If city taxes are applicable will the County provide an updated Exhibit 9 with the groups distributed by location so that per unit pricing can reflect local additional burdens and other local cost drivers?</p> | Proposer's pricing listed in Exhibit 9 (Price Sheet) of Appendix B (Required Forms) must reflect all-inclusive fully burdened costs. |
| 26. | Appendix A - Contract | When the Contractor is directed to procure services/equipment/materials from a particular vendor is the Contractor allowed to recover their costs (subcontract labor, indirect costs, and fee)? If so, how is this accounted for within the contract structure? | <p>Contractor will not be allowed to recover costs associated with services it is contractually obligated to perform.</p> <p>Direct purchases allow for a six percent markup.</p> |

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| 27. | Attachment 1 to Bulletin Number 2, Q&A #23 & #52 | <p>Since the County answered Q&A #23 and #52 negatively and parts/materials costs can only be projected in 90-120 day increments with vendors, how does the County propose that bidders be compensated for market fluctuations during a 7-year long contract?</p> <p>If estimating potential future fluctuations is a risk of each bidder, how will the County objectively evaluate variations in costs from different bidders?</p> <p>How does the County intend to square the differences between different bidder approaches relative to long term forecasting of variables (i.e., parts, healthcare, wages, etc.)?</p> | <p>All proposals will be evaluated objectively based on Proposer's approach (70%) and cost (30%). All Cost Proposals will be compared against each other to ensure pricing is complete and realistic.</p> <p>Any identified Cost Proposal disparities will be addressed during the evaluation process.</p> |
| 28. | Attachment 1 to Bulletin Number 2, Q&A #52 | Would the County consider adding language in the draft Contract to provide a contractual mechanism for annually updating pricing based on CPI, LWA, local inflation rates, etc.? | No. |
| 29. | | Can you provide details of your current insurance coverage, including types of coverage and applicable liability limits? | Refer to Paragraph 8.25 (Insurance Coverage) of Appendix A (Contract). |
| 30. | | Can you confirm your willingness to indemnify, defend, and hold harmless the selected provider? | To be determined with awarded Contractor during Contract negotiations. |

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| 31. | SOW Section 1.7.7.1 | Will the County purchase "All Outfitting Parts" for Up-Fitting i.e., Wiring Harness, Relays, Connectors? | Yes, refer to Paragraph 1.7.7 (Outfitting Parts Purchased by the County) of Exhibit A (Statement of Work). |
| 32. | SOW Section 2.5.6 | Will there be a limit for the number of vehicle testing events and will the number of days be limited? | Currently, there are 13 scheduled days per year. |
| 33. | SOW Section 2.7.3 | Will the County consider adjusting the work shift hours and minimum staffing at sites sooner than once a year if evidence shows the need for change exists? | Yes, the County will approve adjustments on a case-by-case basis. |
| 34. | SOW Section 2.8.10 | Can Contractor adjust the labor rates to the County for employees involved in "Monetary Incentive Program"? | No. |
| 35. | SOW Section 4.3.3 | Can the requirement for the Finalized Operations Plan be extended to 180 days instead of the 90 days due to the size and condition of the Fleet and facilities? | No. Awarded Contractor is expected to commence finalizing its proposed Operational Plan upon Contract's "Effective Date"; however, it is not due until 90 days following the "Work Start Date". |
| 36. | SOW Section 5.3.5 | Can the Contractor charge administrative time to prepare the "Second Estimate" for repair document? | No. |
| 37. | SOW Section 5.14.5A | Are all new class B vehicles Up-Fitted as Fee-for-Service? | Yes. |
| 38. | SOW Section 5.14.1 | Are there any parts in the class A Fixed Fee vehicles Up-Fitting, that the Contractor is required to supply? | No, Contractor will only be required to provide all tools and expendable shop supplies necessary to perform Class A Vehicle outfitting. |
| 39. | SOW Section 5.14.9.9 | Please Clarify, does the County pay for all auxiliary mounted equipment? | Yes, the County pays only for parts. |

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| 40. | SOW Section 5.15.8.1 | Who pays for vehicle transportation to and from auction site? | Contractor. |
| 41. | SOW Section 5.15.9.3 | Who pays for the delivery of the vehicle shell to the recycling vendor? | Contractor. |
| 42. | SOW Section 6.6.1.2 | Confirming County to pay Fee for Service for Tow Company roadside assistance for fuel, lock out, jump start, and winch out? | No. Per Paragraph 6.6.1.8 of Exhibit A (Statement of Work) tow Services are included under the Fixed-Price portion of the Contract. |
| 43. | Fleet Listing | How many vehicles and types are assigned to Mira Loma Detention Center, is there a repair site available for a technician? | <p>There are 12 vehicles/equipment assigned to Mira Loma Detention Center consisting of the following:</p> <ul style="list-style-type: none"> • Pick-up truck • Dump truck • Water trailer • Utility Truck • Exmark Lawnmower • Golf carts • Forklift <p>No repair site is available.</p> |
| 44. | Section 7.2 | Given the scope and complexity of the procurement, and the Department's interest in promoting full and open competition and obtaining best-value proposals, will the Department consider adjusting the proposal due date since responses to Part 2 questions will materially affect technical approach, pricing assumptions, or proposal structure, in order to ensure offerors have adequate time to submit fully responsive proposals? | Yes. Paragraph 7.2 (RFP Timetable) of the RFP has been amended via Bulletin #4. |

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| 45. | | Will the Department consider proposer-initiated alternative approaches that meet the RFP's objectives but differ from the specified pricing structure, scope, or implementation requirements? | Yes, to be determined during contract negotiations with awarded Contractor. |