

ATTACHMENT 1 TO BULLETIN NUMBER 18  
PART 6 – QUESTIONS AND ANSWERS  
LOS ANGELES COUNTY SHERIFF’S DEPARTMENT

**REQUEST FOR PROPOSALS (RFP) NO. 475-SH**  
AUTOMOTIVE FLEET MANAGEMENT AND MAINTENANCE SERVICES

QUESTION NUMBER	RFP LANGUAGE (IF PROVIDED)	POTENTIAL PROPOSER’S QUESTION	ANSWER
<p>201.</p> <p><i>*Note: Question number 201 was originally posted in Bulletin 16, Attachment 1, Part 4 Questions and Answers. It is deleted in its entirety and restated in this Bulletin 18, Attachment 1, Part 6 Questions and Answers.</i></p>	<p>SOW 4.9.4.1 - 4.9.4.3 Contractor’s failure to complete work within the general repair time requirements (sub-paragraph (General Repair Time Requirements)) or to receive a written extension of time will, in addition to other remedies, result in County’s assessment of liquidated damages in accordance with Appendix B (SOW Exhibits), Exhibit 8 (Performance Requirements Summary (PRS) Chart). In addition, County may elect to proceed with said repairs utilizing County staff, obtain repairs from outside vendor repair locations, or utilize any combination of such services.</p> <p>4.9.4.2 In such event, Contractor shall credit the County for the total of all invoice costs paid by County to any outside vendor(s), inclusive of, but not limited to, vendor’s labor, parts, taxes, and transportation costs, as applicable. In like manner, Contractor shall also credit the County, when applicable, for County’s fully-burdened labor costs, plus parts, taxes, and</p>	<p>a. Are the liquidated damages outlined in this section in addition to the Liquidated Damages that we would assess ourselves as outlined in 8.26.5?</p> <p>b. Do liquidated damages reset to first infraction on each anniversary date of the contract?</p>	<p>a. Yes. Refer sub-paragraph 9.1.3 (Credits for Contract Discrepancies) of Appendix A (SOW) and sub-paragraph 8.26.5 of Appendix C (Sample Contract).</p> <p>b. Yes.</p>

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	<p>transportation costs, as applicable.</p> <p>4.9.4.3 Contractor shall apply such credit to County’s most current invoice following completion of repairs in an amount determined by County Project Manager or designee. Such credit shall include all assessed liquidated damages, in the sole discretion of County Project Manager and/or County Project Director.</p> <p>c. SOW 2.1.1; In some instances, such as 2.1.1 where there is a \$200/\$400/per employee daily assessment for not providing the minimum staffing at any location, a situation that could be caused by an unplanned absence (2.2.1), which also carries its own liquidated damages of \$200/\$400/per employee per absence.</p> <p>d. SOW Exhibit 8 Performance Requirements Summary, pages 1 of 41</p>	<p>c. When such a circumstance occurs, is it the County’s intention to assess multiple and/or maximum liquidated damages or to assess a single penalty when more than one performance requirement may apply?</p> <p>d. We request clarification of the difference between “assessments” and “liquidated damages”.</p> <p>We assume the deficiency credits in Exhibit 8, Performance Requirements Summary (PRS) Chart, are the liquidated damages. Please confirm.</p> <p>What is the definition of, and amounts associated with, “assessments” as these seem to be separate penalties from the defined liquidated damages?</p>	<p>c. It is dependent on the situation, however, It is at the sole discretion of the County Project Director and/or the County Project Manager.</p> <p>d. Assessment and liquidated damages mean the same thing.</p>

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233.	SOW 2.0 Staffing, 2.1.9 Contractor Failure to Meet Minimum Staffing, Unfilled Position	In the past two years, how many times has the current fleet maintenance provider failed to provide sufficient staffing?	This information is not readily available. Please note that this information is not relevant to the new Contract.
234.	Appendix C - Sample Contract; 8.24 General Provisions for all Insurance Coverage, page 31	<p>Sections 8.24.3, 8.24.7 and 8.24.8 requires Additional Insured status, a Waiver of Subrogation, and for Contractor’s insurance to be “primary and non-contributory” to any other available insurance or self-insurance the County may have. This means that for incidents where the County and Contractor are jointly liable for a loss, the County’s insurance or self-insurance is not required to apply in proportion to the County’s negligence (i.e. Contractor’s insurance is required to pay for both Contractor’s <u>and</u> County’s negligence).</p> <p>The incumbent Contractor has an unfair advantage in knowing the liability track record of its contract and how to quantify the risk. We request the County to provide a 5-year history of all third party claims or suits filed against the incumbent Contractor or any of its subcontractors which arose from or were related to the contract, and could result or have resulted in the filing of a claim or lawsuit against the incumbent Contractor and/or the County.</p>	This information is confidential.

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235.	Appendix C - Sample Contract; 8.25 Insurance Coverage, page 34	<p>The RFP indicates there will be <i>County</i>-furnished assets (such as facilities, tools, equipment, supplies, inventory, etc.). We request the County please confirm that Contractor is not responsible for insuring <i>County</i>-furnished assets since Section 8.25 does not include a requirement for Contractor to obtain Property Insurance for such assets (i.e. insurance coverage for fire, flood, earthquake, etc.).</p> <p>If Contractor will be required to obtain Property Insurance for any <i>County</i>-furnished assets, we request County to provide a breakdown, by site, of the total assets to be insured by Contractor and the corresponding total replacement cost values.</p>	<p>The County-furnished assets used in Contractor’s garage operations should be covered under the Garage Liability Insurance. The Contractor is not required to buy separate Property Insurance, unless the Contractor believes that the Contractor’s Garage Liability Insurance does not cover County-furnished assets.</p>
236.	Appendix C - Sample Contract; 8.25 Insurance Coverage, page 34	<p>The RFP indicates there will be <i>Contractor</i>-furnished assets (such as tools, equipment, supplies, inventory, etc.). We request the County to provide a breakdown, by site, of the incumbent Contractor’s total assets and the corresponding total replacement cost values. This will allow all bidders to anticipate the required Property Insurance needs for its own <i>Contractor</i>-furnished assets that are held/stored on the County’s sites.</p>	<p>This information is not available. It is proprietary to the current Contractor.</p>