



REQUEST FOR PROPOSALS

JUDICIAL COUNCIL OF CALIFORNIA

RFP Title: Vehicle Fleet Management Services
Revision No. 1

RFP #: REFM-2014-08-RB

Due Date and Time: **October 23, 2014**~~October 16, 2014,~~
3:00 P.M. Pacific Time

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RFP ATTACHMENTS

ATTACHMENT	DESCRIPTION
Attachment 1	<u>Administrative Rules Governing RFPs (Non-IT Services)</u> These rules govern this solicitation.
Attachment 2	<u>Master Agreement Standard Terms and Conditions Revision 1</u> If selected, the entity submitting the proposal (the “Proposer”) must sign an agreement containing these terms and conditions (the “Terms and Conditions”).
Attachment 3	<u>Proposer’s Acceptance of Terms and Conditions</u> On this form, the Proposer must indicate acceptance of the terms and conditions in Attachment 2 Master Agreement Terms and Conditions or identify exceptions to the Terms and Conditions.
Attachment 4	<u>Pricing Proposal Form</u> Proposer must use this Excel spreadsheet to provide the cost proposal. Substitute pricing forms are not allowed.
Attachment 5	<u>Darfur Contracting Act Certification</u> Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6	<u>General Certifications Form</u> Proposer must complete the General Certifications Form and submit the completed certification with its proposal.
Attachment 7	<u>Payee Data Record Form</u> This form contains information the AOC requires in order to process payments.

ATTACHMENT	DESCRIPTION
Attachment 8	<u>DVBE Declaration</u> <u>Complete this form only if Bidder wishes to claim the DVBE incentive associated with this solicitation.</u>
Attachment 9	<u>Bidder Declaration</u> <u>Complete this form only if Bidder wishes to claim the DVBE incentive associated with this solicitation.</u>

1.0 BACKGROUND INFORMATION

1.1 Introduction: The Judicial Council of California (Judicial Council), the 58 superior courts, 6 appellate courts, and the Habeas Corpus Resource Center are collectively referred to as judicial branch entities or JBEs; or individually as a JBE. The Judicial Council, chaired by the Chief Justice of California, is the chief policy making agency of the California judicial branch. This request for proposal (RFP) is being issued by the Judicial Council for the Judicial Council and also for the benefit of all other JBEs.

1.2 Purpose of this Request for Proposal: The Judicial Council is seeking proposals from qualified companies to provide fleet vehicle services under the terms of a Master Agreement with the potential to provide fleet vehicle services to all other JBEs. These services will include vehicle leasing, fleet vehicle management, insurance/accident management services, and fuel management services. The Judicial Council intends to award one Master Agreement. The proposer will be asked to bid 36, 48, and 60 month term leases. The term of the Master Agreement will be for five (5) years with the Judicial Council’s right to extend the term of the Master Agreement for one additional year. As stated above, the Master Agreement may be used by all JBE’s, including the Judicial Council. For vehicle leases, proposers must submit fixed prices for orders placed during the first year of the Master Agreement. At the beginning of each contract year, the Judicial Council will allow a change in vehicle lease prices only, subject to restrictions. See section 2.5, Pricing.

NOTE: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in section 17030 of the Business and Professions Code.

1.3 This RFP establishes a general scope and terms of services that are to form the basis of each Proposer’s proposal. The Judicial Council will evaluate proposals in the manner described in Section 8 of this RFP. The Judicial Council intends to enter into one Master Agreement for all services in this RFP.

1.4 This RFP is the means for prospective proposers to submit their proposals to the Judicial Council for the services necessary to provide a complete fleet vehicle

service program that may be utilized by the Judicial Council and any JBE as described in this document.

- 1.5** The Judicial Council anticipates leasing approximately 5 to 10 vehicles for its own use during the first year of the Master Agreement and currently has a fleet of about 40 open-ended leased vehicles with leases scheduled to expire in October of 2017. The current JBE fleet is over 330 vehicles with approximately 85% owned and 15% leased at all stages of their useful service life.
- 1.6** The RFP and any addenda that may be issued, including responses to proposers' requests for clarification or modification, will be made available on the following website:

<http://www.courts.ca.gov/rfps.htm>

- 1.7** Proposers interested in responding to the solicitation may submit questions by e-mail only on procedural matters related to the RFP or requests for clarification or modification of this solicitation document, including questions regarding the Judicial Council Master Agreement Terms and Conditions in Attachment 2. Refer to section 2 in Attachment 1 of this RFP, entitled "Questions Regarding the RFP."

2.0 SCOPE OF SERVICES

The scope of services the Judicial Council is seeking under the Master Agreement on behalf of all JBEs includes the following:

- Vehicle Leasing Services
- Fleet Vehicle Maintenance and Management Services for leased vehicles and JBE-owned vehicles
- Fuel Credit Card Services
- Insurance/Accident Management

2.1 Vehicle Leasing Requirements:

- 2.1.1** Vehicle lease terms shall be for a base period of 36, 48, and 60 months. The proposer must, for bidding purposes provide pricing for 36-, 48-, and 60-month leases at 16k miles a year. (See Attachment 4 price sheets.) The Judicial Council and other JBEs reserve the right to lease other types of vehicle under the Master Agreement other than what the proposer quotes.
- 2.1.2** Only open-ended leases will be considered by the Judicial Council. The Master Agreement is written for an open-ended lease. Open-ended leases must have no mileage restrictions.

2.1.3 Vehicles must be depreciated at

Residual All Terms		
Term	Depreciation	Residual
36	2.09%	25%
48	1.67%	20%
60	1.33%	20%

- 2.1.4 The Judicial Council reserves the right to extend the initial term of the Master Agreement for up to one year by written notice to the successful proposer prior to the expiration of the Master Agreement.
- 2.1.5 Thirty (30) days prior to the expiration or termination of any lease under the Master Agreement, the successful proposer must supply end-of-term balance and estimated wholesale value of the leased vehicle to the JBE at the end of the 36-, 48-, or 60-month term.
- 2.1.6 Thirty (30) days prior to the expiration or termination of leases under the Master Agreement, the successful proposer must contact the Judicial Council or other JBE to determine whether the leased vehicles should be returned to the same place where delivery was accomplished or to another destination mutually agreeable to the parties.
- 2.1.7 The successful proposer must provide a written inspection form that is signed and dated by both the JBE and the proposer at the time the leased vehicle is returned to the successful proposer upon termination or expiration of the lease.
- 2.1.8 The successful proposer will pay the JBE the excess of the leased vehicle sales price over any remaining amount owed on the open-ended lease for that vehicle. The JBE will pay the successful proposer the difference between the sale price of the leased vehicle and any remaining amount owed on the open-ended lease for that vehicle.
- 2.1.9 The successful proposer must give the Judicial Council and other JBEs access to all final sales data. The Judicial Council and other JBEs, or their authorized representatives, must have the right to audit as needed.
- 2.1.10 Any JBE may choose to extend the lease term of the vehicle by an additional period of time mutually agreeable to each party 30 days prior to the expiration of termination of the lease. The successful proposer must provide to the JBE adjustments, if any, to the amount of the lease payment along with new reduced book value at the end of the extension period.
- 2.1.11 Pricing must be fixed for the entire duration of the lease entered into under the Master Agreement. Pricing for the lease shall include all applicable charges or costs, including but not limited to costs associated with the

preparation of all paperwork necessary for vehicle titles, licenses, delivery and any other miscellaneous fees.

- 2.1.12 Leased vehicles shall be for the most current model year as determined by the date on which the leased vehicles are requested by a JBE.
- 2.1.13 Vehicle warranty must be bumper-to-bumper for a minimum of 3 years or 36,000 miles at no extra charge and 24 hours per day, 7 days a week, roadside driver assistance program must be provided at no extra charge.
- 2.1.14 All pre-delivery vehicle servicing must be performed in accordance with accepted new car delivery preparation standards.
- 2.1.15 Each leased vehicle shall be equipped with all legal devices required for highway operation and meet all Department of Transportation, State of California, Cal/OSHA, and federal standards and requirements.
- 2.1.16 All vehicles must meet California Emissions Standards.

2.1.17 All vehicles must include the following features:

Automatic Transmission
Warranty 3 year 36k bumper to bumper
Hands free technology
Front and rear floormats
AM/FM radio
Adjustable steering column
Adjustable front seats
Cruise control
Air conditioning
Spare tire
Driver and passenger front-impact airbags
Power mirrors

~~2.1.17~~**2.1.18** The successful proposer must provide a loaner vehicle for any JBE employee after drop off for servicing/repair or, alternatively, must provide a ride to pick up the rental vehicle, and provide a ride back to the service center if the repairs or maintenance require overnight servicing.

~~2.1.18~~**2.1.19** The successful proposer must have a network of rental facilities or be able to deliver vehicles in all major California cities and to the following areas of the State of California:

- a. Northern/Central Region (NCR) – Shasta, Placer, Nevada, Sacramento, Fresno.
- b. Southern Region (SR) – Kern, Los Angeles, Orange, Riverside, San Diego, Burbank.
- c. Bay Area/Northern Coastal Region (BANCR) – Mendocino, Sonoma, Contra Costa, Alameda, Santa Clara, San Francisco.

The proposer must provide a listing of all participating locations for vehicle pickup as part of the proposer’s response to this RFP. The ability of the proposer to provide service in substantially the entire State of California is preferable.

~~2.1.19~~**2.1.20** The successful proposer shall submit a monthly invoice to each JBE for payment for the entire month in arrears. The successful proposer shall invoice at the full monthly amount shown in the lease. For vehicles in the JBE’s possession for a partial month, the successful proposer shall invoice at a pro rata share of the monthly amounts based on the number of days the vehicle was in the JBE’s possession. A month shall be interpreted as thirty (30) days for the purposes of this computation. Lease payments must not begin to accrue until the JBE accepts delivery of the vehicle, and will be payable only for days the vehicle is in the JBE’s possession, and shall cease upon return of the leased vehicle to the successful proposer.

~~2.1.20~~**2.1.21** All leased vehicles shall include floor mats and hands-free technology for phones.

~~2.1.21~~**2.1.22** Maintenance costs must include all costs except the cost of tires.

2.2 Fleet Vehicle Maintenance Requirements: The proposer must provide (i) a monthly all-inclusive full service maintenance management program for a fixed monthly fee per leased vehicle, and (ii) a “pay as you go” maintenance program where a monthly administration fee is charged per JBE-owned or non-leased vehicle and purchases/services are billed at cost (which should be the lowest standard rate that proposer charges to its best customers).

The proposer must provide:

- a) Driver support to coordinate repairs and minimize vehicle downtime;
- b) Cost and quality controls for vehicle repairs;
- c) Fleet management support and recommendations;
- d) Emergency roadside assistance, 24 hour/day, 7 days a week;
- e) Quarterly metrics for costs and service in a spreadsheet that contains information similar to the type of information in the following table:

Column Heading	Contents
i. Vehicle ID	ID number
ii. Full Service	Check if applicable
iii. Pay As You Go	Check if applicable
iv. Maintenance Date	Date maintenance is performed
v. Maintenance Performed	Brief Descriptions, e.g., Oil change, 30K, 60K, 90K, etc.
vi. Lessee	JBE name
vii. Odometer Reading	Mileage on maintenance date
viii. Lease Expiration	Date lease is scheduled to expire

- f) Project Organization and Management;
- g) Semi-annual update meeting at:

Judicial Council
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833

- h) Additional semi-annual update meetings as may be requested by other JBEs.

2.2.1 Preventive Maintenance (PM)

The proposer must provide a description of the preventive maintenance process it has in place. The proposer must provide a preventive maintenance schedule with notification of key maintenance milestones, for example, 15k, 30k, etc., and the services/parts listed below:

2.2.1.1 All factory recommended preventative maintenance services as pre-scheduled and prescribed by the original equipment manufacturer to be performed at industry standard intervals.

2.2.1.2 All incidental parts required for preventative maintenance (fluids, belts, hoses, ignition and emission components, etc.).

2.2.2 **Maintenance and Repair**

The proposer must provide the following included services:

2.2.2.1 A proposer must have a network of maintenance and repair facilities in all major California cities and in the following areas of the State of California. The proposer must provide a complete listing of all participating locations for vehicle maintenance and repair:

Northern/Central Region (NCR) – Shasta, Placer, Nevada, Sacramento, Fresno.

Southern Region (SR) – Kern, Los Angeles, Orange, Riverside, San Diego, Burbank.

Bay Area/Northern Coastal Region (BANCR) – Mendocino, Sonoma, Contra Costa, Alameda, Santa Clara, San Francisco.

2.2.2.2 Capabilities for providing 24 / 7 driver's aide with regard to emergency roadside assistance for the entire state and the Reno, Nevada/Lake Tahoe area.

A loaner vehicle ~~will is to~~ be provided ~~for up to 5 days free of charge at~~ **the State of California's rate** when a leased vehicle is undergoing repairs or maintenance that requires overnight servicing. The proposer must be able to demonstrate the ability to provide loaner vehicle service, rental vehicle service, vehicle drop-off, driver pick-up, etc.

2.2.2.3 A process for documenting all vehicle repair service performed on a vehicle.

2.2.2.4 A quality assurance program for all services.

2.2.2.5 Strategies for minimizing repair times and driver downtime.

2.2.2.6 A process for monitoring the repair process (time, labor rates, parts used, quality of repair and driver satisfaction).

2.2.2.7 A support process in the event that a vehicle requires repair service but is under a manufacturer or repair facility warranty.

2.2.2.8 The following maintenance and repair related information/reports for each JBE:

- Every 2 weeks oil change reminders;
- Monthly summary cost reports:
 - body repairs, mechanical repairs, glass, car rentals, etc.;
- Custom reports as requested by the JBE.

2.2.2.9 The successful proposer shall provide metrics on vehicle performance as requested by JBE, but no more than twice per fiscal year for each JBE.

- JBE trends (average cost of repairs, average number of days for repairs, etc.);
- JBE performance vs. proposer's other accounts;
- Proposer's performance vs. Industry (average cost of repairs, average number of days for repairs, etc.);
- JBE cost-savings opportunities.

2.2.2.10 Management of warranty claim service.

2.2.3 Customer Service that includes the following:

- 2.2.3.1 A toll-free 800 number / 24 hours per day **for roadside service**;
- 2.2.3.2 A call center;
- 2.2.3.3 Semi-annual fleet reviews for JBEs;
- 2.2.3.4 Emergency roadside assistance;
- 2.2.3.5 Internet customer service.

2.2.4 Project Organization and Management

The proposer shall establish and maintain an appropriate organizational structure to enable the management of the program. Documentation supporting the proposer's ability to provide service under the Master Agreement (including but not limited to office location, service provider network, leasing location) is to be included with the bid submission.

2.3 Fuel Card Management Services

- 2.3.1 Proposer must initiate and maintain a program without requiring the Judicial Council to sign a separate contract with Proposer's fuel card vendor. The Judicial Council will not sign a contract with the Proposer's

fuel card vendor. The Proposer must own or have a contractual relationship with the fuel card management company, and Proposer must bill through to the JBE.

- 2.3.2 Fuel cards which are provided must be vehicle specific with the vehicle license number and/or JBE assigned number appearing on the card.
- 2.3.3 A single/universal fueling charge card that is accepted at multiple stations throughout the State of California. List the different companies that will accept proposer's fuel card.
- 2.3.4 The ability to provide assistance to drivers that may experience problems with proposer's fuel card through a 24 / 7 customer service 1-800 help line.
- 2.3.5 Identification and verification capabilities for drivers who will be using the proposer's fuel card, i.e., identification number, personal identification number (PIN), etc.
- 2.3.6 Fuel card usage reports.
- 2.3.7 A tracking program that would highlight excessive fuel purchases on any card and the method of notifying the JBE.
- 2.3.8 A process of fuel card cancellation along with the steps required to cancel fuel cards. This should include a clear process for determining when the liability for fuel card charges ends.
- 2.3.9 Clear procedures and controls in place to prevent as well as detect abuse/misuse of fuel cards.

2.4 Insurance and Accident Services Requirements:

- 2.4.1 Insurance: The Judicial Council shall be responsible to provide vehicle liability protection for claims or lawsuits resulting from the operation of a vehicle. The coverage will be provided through the State Motor Vehicle Self-Insurance Program (VELSIP) and will cover liability arising out of the operation of each vehicle with limits of liability as established by the State of California Office of Risk and Insurance Management (ORIM), and more fully set forth in the State Administrative Manual, section 2420.
- 2.4.2 Collision and Comprehensive Damage and Repairs: As required under this RFP, the proposer shall be responsible for repairs of all damage to any vehicle. The proposer may charge back to the individual JBE the first \$1,000 on any loss or damage. The proposer is also responsible for all administrative details for all accident reports/repairs, subrogation and insurance processes including:

- a) Towing arrangements;
- b) Car/van rental arrangements;
- c) Appraisals and photographs;
- d) Salvage;
- e) Claims recovery assistance;
- f) Coordination of subrogation and loss recovery;
- g) Third party physical damage claims;
- h) Reporting associated with accident, repair, subrogation claims, recoveries and legal proceedings involving physical damage to the vehicles; and
- i) Accident activity reports.

2.4.3 As part of accident administration, the successful proposer will be required to receive telephonic and e-mail reports of all accidents involving property damage. The successful proposer must promptly notify the Judicial Council Office of Risk and Insurance Management when an accident involving a vehicle subject to the Master Agreement is reported. The Judicial Council will require that the successful proposer cooperate with the ORIM, the JBE, the Judicial Council Office of Risk and Insurance Management, and the Judicial Council Legal Services Office in the investigation and administration of any claims or lawsuits arising from the JBE's operation of a vehicle.

2.4.4 Minimally, the proposer will be required to provide the Judicial Council, and as requested by other JBEs, the following information:

- a) Monthly listing of all accidents reported by the JBE with an indication of cost to repair a damaged vehicle.
- b) Quarterly subrogation activity report showing the current status of each file.
- c) Monthly report showing damages recovered for the reporting period and the cost of repairs for each vehicle. Funds recovered should accompany this report.
- d) Semi-annual report to include total cost of repairs and total of recovered damages.

2.5 Pricing

2.5.1 The prices a proposer offers for vehicle leases must be firm fixed prices for the first year of the contract. Thereafter, at the beginning of each contract year, the Judicial Council will allow price changes for vehicle leases based on changes in the manufacturer's suggested retail price (MSRP) of the same manufacture and model and the prime rate. The adjusted vehicle lease prices shall then remain fixed for the contract year.

2.5.2 Prices for fleet vehicle maintenance and management services, insurance/accident management services, and fuel management services

are expected to remain fixed for the full 5-year term of the contract. If the prices for these services are not fixed for the full 5-year term of the contract, proposer must explain how prices may change, the limitations of any price change, and what metrics are used to determine a price change.

3.0 TIMELINE FOR THIS RFP

The Judicial Council has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the Judicial Council.

EVENT	DATE
RFP issued	September 5, 2014
Bidders Teleconference.	September 18, 2014, 10:00 am Pacific Time
Deadline for submission of questions	September 25, 2014 3:00 pm Pacific Time
Answers to questions posted (<i>estimate only</i>)	October 2, 2014
Latest date and time proposal may be submitted	October 16 23, 2014, 3:00 pm Pacific Time
Evaluation of proposals (<i>estimate only</i>)	October 16 23, 2014 through November 20, 2014
Notice of Intent to Award (<i>estimate only</i>)	November 20, 2014
Negotiations and execution of contract (<i>estimate only</i>)	November 21, 2014 through December 31, 2014
Contract start date (<i>estimate only</i>)	January 1, 2015
Contract end date (<i>estimate only</i>)	December 31, 2019

4.0 BIDDER'S TELE-CONFERENCE AND WRITTEN QUESTIONS

The Judicial Council will provide an overview of the scope of the RFP, introduce key Judicial Council personnel, and answer questions in a Bidder's Teleconference call. Participation is optional. Those wishing to participate must dial: (877)820-7831 Participate Code: 440984 on the date and time in Section 3, above. Questions will be answered during the teleconference. Written questions must be submitted to the Solicitation Mailbox (Solicitations@jud.ca.gov) as instructed in Attachment 1 prior to the deadline for submission of questions. Responses to written questions received by the deadline for submission of questions will be posted to the Judicial Council website.

5.0 SUBMISSIONS OF PROPOSALS

5.1 Proposals should provide straightforward, concise information that satisfies the requirements of the "Proposal Contents" section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis

should be placed on conformity to the RFP's instructions and requirements, and completeness and clarity of content.

5.2 The proposer must submit its proposal in two parts, the non-cost portion and the cost portion.

- a. The proposer must submit **one (1) original and two (2) copies** of the non-cost portion of the proposal. The original must be signed by an authorized representative of the proposer. The original non-cost portion of the proposal (and the copies thereof) must be submitted to the Judicial Council in a single sealed envelope, separate from the cost portion. The proposer must write the RFP title and number and the words "Non-Cost Portion" on the outside of the sealed envelope.
- b. The proposer must submit **one (1) original and two (2) copies** of the cost portion of the proposal. The original must be signed by an authorized representative of the proposer. The original cost portion of the proposal (and the copies thereof) must be submitted to the Judicial Council in a single sealed envelope, separate from the non-cost portion. The proposer must write the RFP title and number and the words "Cost Portion" on the outside of the sealed envelope.
- c. The proposer must submit an electronic version of the entire proposal in PDF, Word, or Excel formats on a CD or flash drive.

5.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:

Judicial Council of California
Attn: Ms. Nadine McFadden, REFM-2014-08-RB
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102
(Indicate "REFM-2014-08-RB" and Name of Your Organization at lower left corner of outer packing of your Proposal)

5.4 Late proposals will not be accepted.

5.5 Only written proposals will be accepted. Proposals must be sent by registered or certified mail, courier service (e.g., Federal Express), or delivered by hand. Proposals may not be transmitted by fax or e-mail.

6.0 PROPOSAL CONTENTS

In order for a proposal to be considered responsive and acceptable for evaluation by the Judicial Council, the proposal must contain the following information:

6.1 Part 1: Non-cost Portion: Information should include:

- a. Overview of proposer's organization.
- b. The proposer's name, address, telephone and fax numbers, and federal tax identification number. Note that if the proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- c. Name, title, address, telephone number, and e-mail address of the individual who will act as the proposer's designated representative for purposes of this RFP.
- d. Names, addresses, and telephone numbers of five (5) client references for whom the proposer has provided similar services at some point in the last 12 months. By virtue of submission of a proposal identifying said clients, proposer thereby releases the Judicial Council and said clients from any liability for any and all claims of harm caused to proposer's reputation by virtue of said discussions.
- e. Describe the team proposer proposes to assemble to manage the Judicial Council account and other JBE accounts, perform the fleet management services, and handle the daily order processing/tracking, invoicing and related contract administration.
- f. Provide resumés describing the background and experience of the key staff proposer intends to assign for the performance of the work, describing each individual's ability and experience in conducting the proposed activities.
- g. Review Section 2 (Scope of Services) of this RFP and respond to each paragraph and subparagraph of the requirements in the exact order listed in Section 2. Each response should be numbered the same as each numbered requirement. Indicate if proposer can meet the requirement or not, or if proposer can meet the requirement only under certain conditions or circumstances. If proposer is not able to meet the requirement, please briefly explain why, noting any concerns or issues we should be aware of. If proposer is able to meet the requirement, please provide further details, as appropriate, on how proposer plans to do so
- h. Provide any additional information proposer believes should be considered in the evaluation of its proposal.
- i. Acceptance of the Master Agreement Terms and Conditions:

- i. On Attachment 3, the proposer must check the appropriate box and sign the form. If the proposer marks the second box, it must provide the required additional materials. An “exception” includes any addition, deletion, or other modification.
- ii. If exceptions are identified, the proposer must also submit (a) a red-lined version of the minimum Master Agreement Terms and Conditions that implements all proposed changes, and (b) a written explanation or rationale for each exception and/or proposed change.
- iii. Proposed replacement of Attachment 2, Master Agreement Terms and Conditions in its entirety with Proposer’s terms and conditions is not allowed and may render a proposal non-responsive.

6.2 Part 2: Cost Portion. The following information must be included in the cost portion of the proposal.

- a. Proposal must include the proposed fee schedule for all vehicle fleet management services specified in RFP Section 2.0 (Scope of Services). The proposal must also have completed cost items in Attachment 4, Cost Proposal (Spreadsheet, tabs A1 – A12).
- b. Attachment 4 Pricing Form is intended to contain all applicable charges. If Attachment 4 does not contain all applicable charges and costs, the proposer must indicate any other applicable charges or costs in its response to this RFP.

7.0 OFFER PERIOD

A proposal is an irrevocable offer for one hundred and eighty (180) days following the proposal due date. In the event a final contract has not been awarded within this period, the Judicial Council reserves the right to negotiate extensions to this period.

8.0 EVALUATION OF PROPOSALS

- 8.1 At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.
- 8.2 The AOC will evaluate the proposals on a 100-point scale using the criteria set forth in the table below. Award, if made, will be to the highest scored proposal. Although some categories are weighted more than others, all **categories, except Disabled Veterans Business Enterprise (“DVBE”)**, are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. The evaluation categories, maximum possible points for each category, and evaluation criteria for each category are set forth below:

MAXIMUM POINTS	CRITERIA	RFP REFERENCE
25	<p><u>Leasing, Maintenance, and Insurance Capabilities and Qualifications:</u> Proposer’s demonstrated ability to meet the Vehicle Leasing Requirements; Fleet Vehicle Management Requirements, and Insurance and Accident Services Requirements for all JBEs.</p>	Sections 2.1, 2.2, and 2.4
5	<p><u>Fuel Management Capabilities and Qualifications:</u> Proposer’s ability to perform Fuel Management Services for all JBE’s.</p>	Section 2.3
20	<p><u>Experience of Company:</u> Demonstrated experience of the proposer and its key staff in relation to the scope and quality of service provided to customers in the past.</p>	RFP Section 6.1, subparagraphs a through f.
35	<p><u>Reasonableness of Cost:</u> The cost evaluation will be rated using the pricing spreadsheets from Attachment 4. All of proposer’s applicable charges and costs should be reflected in the pricing contained in the pricing spreadsheets.</p>	RFP Sections 1.2, 2.1.1, 2.1.11, 2.5, and 6.2 Attachment 4
15 12	<p><u>Acceptance of Attachment 2, Master Agreement Terms and Conditions</u></p>	Attachment 2, Revision 1 Attachment 3 RFP Section 6.1, subparagraph i.
3	<p><u>Disabled Veterans Business Enterprise (“DVBE”) Incentive</u></p>	Attachment 8 Attachment 9 RFP Section 10

8.3 If a contract is awarded, the Judicial Council will post an intent-to-award notice at <http://www.courts.ca.gov/rfps.htm> under the same web page where this RFP was posted.

9.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE 10.500 OF THE CALIFORNIA RULES OF COURT. The Judicial Council will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a proposer that is not a publicly traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Judicial Council’s right to disclose information in the proposal, or (b) requiring the Judicial Council to inform or obtain the consent of the proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

10.0 DISABLED VETERAN BUSINESS ENTERPRISE (“DVBE”) INCENTIVE

~~The Judicial Council is waiving inclusion of the Disabled Veteran Business Enterprise (DVBE) incentive for this RFP.~~

- 9.1 **Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.**
- 9.2 **Eligibility for and application of the DVBE incentive is governed by the JBE’s DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the JBE’s sole determination, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, a number of points will be added to the score assigned to Proposer’s proposal. The number of points that will be added is specified in Section 8.2 above.**
- 9.3 **To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Proposer may have an approved Business Utilization Plan (“BUP”) on file with the California Department of General Services (“DGS”).**
- 9.4 **If Proposer wishes to seek the DVBE incentive:**
 - 9.4.1 **Proposer must complete and submit with its proposal the Bidder Declaration (Attachment 9). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.**

- 9.4.2 Proposer must submit with its proposal a DVBE Declaration (Attachment 8) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.**
- 9.5 Failure to complete and submit these forms as required will result in Proposer not receiving the DVBE incentive. In addition, the JBE may request additional written clarifying information. Failure to provide this information as requested will result in Proposer not receiving the DVBE incentive.**
- 9.6 If this solicitation is for IT goods and services, the application of the DVBE incentive may be affected by application of the small business preference. For additional information, see the JBE's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.**
- 9.7 If Proposer receives the DVBE incentive: (i) Proposer will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Proposer must use any DVBE subcontractor(s) identified in its proposal unless the JBE approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.**
- 9.8 FRAUDULENT MISREPRETATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.**

10.0 PROTESTs

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Judicial Council to receive a solicitation specifications protest is five (5) days before the proposal due date. Protests must be sent to:

Judicial Council of California
Attn: Protest Hearing Officer
Administrative Division, Finance
455 Golden Gate Ave, Sixth Floor
San Francisco, CA 94102-3688