



Request for Proposal

Vehicle Fleet Management Services

The Office of Court Construction and Management, a Division of the Administrative Office of the Courts, is seeking proposals from qualified companies to provide fleet vehicle services. These services will include vehicle leasing, fleet vehicle management, fuel credit card and insurance/accident management services.



ADMINISTRATIVE OFFICE
OF THE COURTS

OFFICE OF COURT CONSTRUCTION
AND MANAGEMENT



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

455 Golden Gate Avenue • San Francisco, California 94102-3688
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REQUEST FOR PROPOSALS

Date
April 23, 2008

To
Vehicle Fleet Management Companies

From
Administrative Office of the Courts,
Office of Court Construction and Management

Project Title
RFP number: OCCM- FY-2007-08

Send Proposal to:
Judicial Council of California
Administrative Office of the Courts
Attn: Ms. Nadine McFadden
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102
RFP number: OCCM- FY-2007-08
Vehicle Fleet Management Services

Contact
OCCM_Solicitations@jud.ca.gov

RFP SCHEDULE		DATES (Calif. Time)
1.	Pre-Proposal/Project Review Teleconference. Telephone Participants Dial: 1-866-751-8221	April 30 at 11:00 AM
2.	Deadline for submittal of Vendor requests for clarifications, modifications or questions regarding the RFP	May 7, 2008 by 3:00 PM
3.	Modifications and/or answers to questions posted on the Court website: http://www.courtinfo.ca.gov/reference/rfp (Estimated)	May 12, 2008
4.	<u>Submittal Deadline for Proposal</u>	May 20, 2008 by 3:00 PM
6.	Notice of Intent to Award (Estimated)	May 29, 2008

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1.0 INTRODUCTION

The Judicial Branch of California is a part of California government, independent from the executive and legislative branches, and includes the Superior and Appellate Courts of California, including the Supreme Court. A part of the Judicial Branch is the Judicial Council, chaired by the Chief Justice of California. The Judicial Council is the primary policy making body of the California Judicial System. The Administrative Office of the Courts (AOC) is the staff agency of the Judicial Council. The Office of Court Construction and Management (OCCM) is the division of the AOC responsible for the planning, design, construction, real estate and asset management of facilities for the court system of California.

2.0 PURPOSE OF THIS RFP

The Office of Court Construction and Management, a Division of the Administrative Office of the Courts, is seeking proposals from qualified companies to provide fleet vehicle services. These services will include vehicle leasing, fleet vehicle management, fuel credit card and insurance/accident management services. OCCM intends to award one or multiple contracts. The service provider will be asked to bid 36, 48, and 60 month term lease. The term of the contract will be for one year with four option years. This contract may be used by other Judicial Branch entities besides the Office of Court Construction and Management. Bidders will submit pricing for the first ordering period and the following year's adjustment factor in response to this RFP. This RFP establishes a general scope and terms of services that should form the basis of each bidder's proposal, and the state will tentatively select a successful bidder on the basis of

the submitted proposals. However, the State hereby notifies all prospective bidders that it reserves the right to enter into discussions with the tentative awardee to negotiate appropriate tailoring of the selected proposals and create a finalized set of terms and conditions for the contract. The state is taking this approach because the nature of the requirements and the varied details concerning how it might be satisfied by different contractors may necessitate additional clarification.

This RFP is the means for prospective Contractors to submit their proposals to the AOC for the services necessary to provide a complete fleet vehicle service program as described in this document. The RFP and all addenda will be posted at <http://www.courtinfo.ca.gov/reference/rfp/>.

3.0 SCOPE OF SERVICES

The scope of services the AOC is seeking under this section includes the following:

- Vehicle Leasing Services
- Fleet Vehicle Maintenance and Management Services
- Fuel Credit Card Services
- Insurance/Accident Management
- Fleet Vehicle Maintenance and Management Services and Fuel Card Credit Services Will Be Extended to Current AOC-Owned Fleet of Eight (8) Vehicles.

Services listed below will be considered minimum and must be identified and addressed in your proposal:

3.1 Vehicle Leasing:

The number of vehicles to be considered as part of the leasing portion of this RFP will be a minimum of 5 vehicles with an estimated fleet of 40-60 vehicles over the 5 year period. This estimate covers only the Office of Court Construction and Management.

3.1.1 Vehicle lease terms shall be for a base period of 36, 48 and or 60 months from the award date for the first year and include 4 additional ordering periods. The vendor will be asked to provide pricing for a 36, 48, 60 month leases at 20k miles a year and bid a yearly adjustment factor. See Exhibit A1-A4 price sheets and exhibit B for the adjustment factor sheet. The AOC reserves the right to order other types of vehicle through this contract other than what has been quoted. These vehicles will be irrevocably quoted.

3.1.2 Leases are open ended with no mileage restrictions.

3.1.3 Vehicles must be depreciated at 1.5% per month with a 10% Reduced Book Value for this RFP.

- 3.1.4 List all other applicable charges.
- 3.1.5 The AOC may extend the term of this Agreement by written notice to the Service Provider within 90 days prior to the expiration of the current agreement.
- 3.1.6 30 days prior to the expiration or termination of orders against this contract the Vendor must supply End of Term Balance and Estimated Resale Value of the vehicles at the end of the 36, 48 or 60 month term.
- 3.1.7 30 days prior to the expiration or termination of orders against this contract, the Service Provider will contact the State to determine whether the vehicles should be returned to the same place where delivery was accomplished or to a destination mutually agreeable to both parties.
- 3.1.8 30 days prior to the expiration or termination of the orders against this contract, the Service Provider will provide the State with the estimated current market value of the orders considered for termination.
- 3.1.9 The Service Provider will provide a written inspection report dated by both the State and the Service Provider within 5 days after the termination or expiration of the contract period for that vehicle.
- 3.1.10 Within thirty 30 days after receipt of the vehicles, the Service Provider shall present the State with at least two of the highest bids for the vehicles.
- 3.1.11 Funds received by the Service provider for disposing of the leased vehicle shall be used to reconcile the remaining reduced book value and any other fees remaining on the vehicle(s). Any and all adjustments will be made to the State. Any deficits below this amount will be the responsibility of the State.
- 3.1.12 The State may choose to extend the lease term of the vehicle by an additional period of time found mutually agreeable to each party 30 days prior to the expiration of termination of the order. The Service Provider will provide adjustments, if any, to the lease payments along with new reduced book values at the end of the extension period.
- 3.1.13 Pricing will be for the duration of the contract period and for the length of any lease entered into during the contract period. It shall include all costs associated with the preparation of all paperwork necessary to procure and the actual procurement of all vehicle titles, licenses, and any other miscellaneous fees.
- 3.1.14 Leased vehicles shall be those of the current model year as determined by the date on which the vehicles are formally requested.
- 3.1.15 Vehicle warranty will be bumper to bumper for a minimum of 3 years or 36,000 miles and a 24 hours per day 7 days a week roadside driver assistance program will be provided.

- 3.1.16 All pre-delivery vehicle servicing will be performed in accordance with accepted new car delivery preparation standards.
- 3.1.8 Where applicable, each vehicle shall be equipped with all legal devices required for highway operation and meet all Department of Transportation, State of California, CALOSHA, and Federal standards and requirements.
- 3.1.9 All vehicles must meet California Emissions Standards.
- 3.2.1 A loaner vehicle will be provided when a leased vehicle is undergoing repairs or maintenance that requires overnight servicing.
- 3.2.2 The vendor will provide a vehicle for an AOC employee after drop off for servicing/repair, or can provide a ride to pick up the rental vehicle, and provide a ride back to the service center if the repairs or maintenance requires overnight servicing.
- 3.2.3 A vendor will need a network of rental facilities or be able to deliver vehicles to the following areas of the State of California. Please provide a listing of all participating locations vehicle for pick up or how you will deliver vehicle to the following locations.

North Center Region (NCR) – Shasta, Placer, Nevada, Sacramento, Fresno.

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

Bay Area North Central Region (BANCR) - Mendocino, Sonoma, Contra Costa, Alameda, Santa Clara, San Francisco.

- 3.2.4 The Service Provider shall submit a monthly invoice for payment due for all vehicles and services from the past month. For vehicles in the State's possession for entire month, the Service Provider shall invoice at the full monthly amount shown in the contract. For vehicles in the State's possession for a partial month, the contractor shall invoice at a pro rata share of the monthly amounts based on the number of days the vehicle was in the State's possession. A month shall be interpreted as thirty days for the purposes of this computation. Rental payments do not begin to accrue until the State accepts delivery of the vehicle, and will be payable only for day the vehicle is in the State's possession, and shall cease upon return or the vehicle to the service provider.

3.2 **Fleet Vehicle Management:**

The service provider will be asked to 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
- E. Quarterly metrics for costs and service
- F. Project Organization and Management
- G. Driver Safety Program

3.2.1 Preventive Maintenance (PM)

The Service Provider will provide a preventive maintenance schedule with notification and documentation and a process for repair discovery during PM service. The Service Provider must have a process of preventive maintenance in place that documents the service from initiation through closure.

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

3.3.1.2 All incidental and parts required for the preventative maintenance (fluids, belts hoses, ignition and emission components. Etc.)

3.2.2 Maintenance and Repair

The Service provider will provide the following included services:

3.2.2.1 The vendor will need a network of maintenance and repair facilities at or around the following areas of the State of California.

North Center Region (NCR) – Shasta, Placer, Nevada, Sacramento, Fresno.

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

Bay Area North Central Region (BANCR) - Mendocino, Sonoma, Contra Costa, Alameda, Santa Clara, San Francisco.

- 3.2.2.2 Capabilities for providing 24 / 7 driver's aide with regard to emergency roadside assistance, and documented for the entire state and the Reno/Nevada Lake Tahoe area.
- 3.2.2.3 Vehicle maintenance procedures for services are included in the firm's maintenance program: loaner vehicle service, rental vehicle service, vehicle drop off, driver pick up, etc.
- 3.2.2.4 Processes for tracking services and reporting of any maintenance markups.
- 3.2.2.5 A process for documenting the vehicle repair service from initiation to closure.
- 3.2.2.6 A quality assurance program for all services.
- 3.2.2.7 Strategies for minimizing repair times and driver downtime.
- 3.2.2.8 A process for monitoring the repair process (time, labor rates, parts used, quality of repair and driver satisfaction).
- 3.2.2.9 A support process in the event that a vehicle requires repair service but is under a manufacturer or repair facility warranty.
- 3.2.2.10 The vendor may be asked to provide driver safety programs.

The following maintenance and repair related information/reports for the AOC:

- 3.3.2.1.1 Monthly Reports
 - Summary cost reports (body repairs, mechanical repairs, glass, car rentals, etc.)
 - Custom Reports as Requested
 - Information Processing
- 3.3.2.1.2 Quarterly Metrics
 - AOC trends (average cost of repairs, average number of days for repairs, etc.)

AOC performance vs. other accounts
Vendor performance vs. Industry (average cost of repairs, average number of days for repairs, etc.)
AOC opportunities

- 3.3.2.1.3 A warranty monitoring and management warranty claim service, including a process to secure extended warranty (out of warranty) non-warranty items.

3.2.3 Customer Service that includes the following:

- 3.2.3.1 A toll free 800 number / 24 hours per day
- 3.2.3.2 A call center
- 3.2.3.3 Quarterly, semi-annual or annual fleet reviews for clients.
- 3.2.3.4 Emergency roadside assistance
- 3.2.3.5 Internet customer service

3.2.4 Project Organization and Management

- 3.2.4.1 The Service provider shall establish and maintain an appropriate organizational structure to enable the management of the program. Documentation supporting the service provider's ability to service the contract (including but not limited to office location, service provider network, leasing location) should be included with the bid submission.

3.3 FUEL CARD MANAGEMENT SERVICES:

Service Provider must be able to comply with all of the requirements listed below as well as any other information regarding their ability to initiate and maintain a program for the AOC. The fuel cards which are provided must be vehicle specific with the vehicle license number and/or AOC assigned number appearing on the card.

- 3.3.1 A single/universal fueling charge card that is accepted at multiple stations throughout the state of California. List the different companies that will accept your card.
- 3.3.2 The ability to provide assistance to drivers that may experience problems with your card through a 24 / 7 customer service 1-800 help line.
- 3.3.3 Identification and verification capabilities for drivers who will be using your fuel card, i.e., ID#, PIN #, etc.
- 3.3.4 Fuel card usage reports.
- 3.3.5 A tracking program that would highlight excessive fuel purchases on any card and your method of notifying your client.

- 3.3.6 The ability to forward information concerning fuel purchases and related reports to a third party fleet administration vendor for the purpose of maintaining all vehicle information at a central location for comprehensive reporting purposes.
- 3.3.7 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 when liability for fuel card charges ends.
- 3.3.8 Clear procedures and controls in place to prevent as well as detect abuse/misuse of fuel cards.

3.4 INSURANCE AND ACCIDENT SERVICES : Services should include:

- 3.4.1 Insurance –The AOC shall be responsible to provide commercial automobile liability insurance, or an equivalent self-insurance program, covering its liability arising out of the operation of each vehicle with limits of liability of \$2,000,000 on any one accident or loss.
- 3.4.2 Collision and Comprehensive Damage and Repairs: As required under the provisions of Section 3.2.2.4 of this Agreement the vendor shall be responsible for repairs of all damage to any vehicle. The vendor may charge back to the AOC the first \$1,000 on any loss or damage. The vendor is also responsible for all administrative details for all accident reports/repairs, subrogation and insurance processes including:
 - 1. Towing arrangements
 - 2. Car/van rental arrangements
 - 3. Appraisals and photographs
 - 4. Salvage
 - 5. Claims recovery assistance
 - 6. Coordination of subrogation and loss recovery
 - 7. Third party physical damage claims
 - 8. Reporting associated with accident, repair, subrogation claims, recoveries and legal proceedings involving physical damage to the vehicles, and
 - 9. Accident activity reports
- 3.4.3 As part of accident administration, the vendor will be required to receive telephonic reports of all accidents involving property damage. The associated costs for providing this accident administrative service must be identified in Exhibit A1-A4. The AOC will require that the vendor cooperate with the State of California Office of Risk and Insurance Management and the AOC Office of General Counsel and Risk Management Unit in the investigation and administration of any claims or lawsuits arising from the operation of a vehicle.
- 3.4.4 Minimally, the selected vendor will be required to provide the following information:

1. Monthly listing of all accidents that have been reported with an indication of cost to repair a damaged vehicle.
2. Quarterly subrogation activity report showing the current status of each file.
3. Monthly report showing damages recovered for the reporting period and the cost of repairs for each vehicle. Funds recovered should accompany this report.
4. Semi-annual report to include total cost of repairs and total of recovered damages.

3.4.5 ALTERNATE SECTION 3.4.1 In the alternate section the vendor should include in its proposal in Exhibit A1-A4 the cost of providing commercial automobile liability insurance for claims or lawsuits brought against the AOC and the State of California, arising out of the operation of each vehicle with limits of liability of \$2,000,000 any one accident or loss (legal defense costs are to be in addition to the limits of liability), as well as the cost of accident investigation and claim administration services as follows:

1. As part of the accident administration, the vendor will be required to receive telephonic reports of all accidents involving property damage.
2. Provide the AOC with monthly loss reports listing any reported claim or lawsuit with a reserve for expected liability and defense costs.
3. Cooperate with the AOC Office of General Counsel and Risk Management Unit in the investigation, administration, and defense of any claims or lawsuits arising from the operation of a vehicle.

4.0 RESPONDING TO THIS RFP

4.1 Optional: Submit Questions Prior to the Pre-Proposal Teleconference

If your organization wishes to submit questions that will be answered at the Pre-Proposal conference, please submit your written questions to OCCM_Solicitations@jud.ca.gov with "Question for Pre-Proposal Teleconference RFP OCCM-FY-2007-08" in the subject line.

4.2 Optional: Attend/Participate by Phone in the Pre-Proposal Conference:

The AOC will provide an overview of the Project, introduce key AOC personnel, and answer questions submitted in writing via email prior to the Pre-Proposal Teleconference. If time allows, other questions may be solicited and answered. Although questions will be responded to verbally, the official and binding response will be the written response posted to the AOC website.

4.3 Form of Submittal

In order for a Proposal to be considered responsive and acceptable for evaluation by the AOC, the Proposal must contain the following information and be submitted according to the following guidelines:

- 4.3.1 A Proposal shall consist of, and be organized into the following four (4) parts, prepared and submitted as described in more detail below :
- 1) Service Provider Information;
 - 2) Technical Proposal;
 - 3) Cost Proposal.
 - 4) Copy of Proposed Lease Agreement
- 4.3.2 Please mark the **visible outside surface** (i.e. outside surface of overnight courier package or other container) of the materials you submit to the AOC with the words “Vehicle Fleet Management Services – OCCM-FY2007-08”.
- 4.3.3 Materials should include five (5) hard copies of the Proposal, each including a completed copy of the Price Proposal Form given in Attachment A1-A5 and Exhibit B, and the proposed lease agreement. They also should include a single hard copy of the Payee Data Record. These are more fully describe below:
- 4.4 Part 1: Service Provider Information should include:
- 4.4.1 Overview of your organization.
 - 4.4.2 Names, addresses, and telephone numbers of five (5) client references for whom the Service Provider has provided similar services at some point in the last 12 months. By virtue of submission of the Service Provider’s Proposal identifying said clients, Service Provider thereby releases the AOC and said clients from any liability for any and all claims of harm caused to Service Provider’s reputation by virtue of said discussions.
- 4.5 Part 2: Technical Proposal should address the following:
- 4.5.1 Describe the team you propose to assemble to manage the AOC account, perform the fleet management services, and handle the daily order processing/tracking, invoicing and related contract administration.
 - 4.5.2 Provide resumes describing the background and experience of the key staff you intend to assign for the performance of the work, describing each individual’s ability and experience in conducting the proposed activities.
 - 4.5.3 **Review Section 3 (Scope of Services) of this RFP and respond point-by-point to each of the requirements.** Indicate if you can meet the requirement or not, or if you can meet the requirement only under certain conditions or circumstances. If you are not able to meet the requirement, please briefly explain why, noting any concerns or issues we should be aware of. If you are able to meet the requirement, please provide further

details, as appropriate, on how you plan to do so. For each response, please reference our Section 3 paragraph number.

4.5.4 Provide any additional information you believe should be considered in the evaluation of your proposal.

4.6 Part 3: Price Proposal

4.6.1 Proposal should include the proposed fee schedule for all vehicle fleet management services specified in RFP Section 3.0 (Scope of Services). It should also have completed cost items in the attached Exhibits A-1, A-2, A-3, A-4, A-5 Exhibit B.

4.6.2 Provide your pricing in the form of Fixed Prices. The prices you offer must be firm fixed prices and rates for the three, four or five year periods, beginning in ___ 2008, and are not subject to change during those time periods.

4.6.3 The AOC prefers fixed prices rather than hourly rates wherever possible.

4.6.4 The AOC reserves the right to use this contract in the future to quote other vehicle pricing as our vehicle requirements may change.

4.7 Part 4: Copy of Proposed Lease Agreement

A copy of the Lease Agreement under which you propose to provide vehicles:

The Vendor's lease agreement must specify that if the AOC is in default of its obligation to make timely lease payments due to a failure of the State of California to pass a budget, this shall not be considered a breachable violation of the Agreement.

The Vendor's lease agreement must not require any prepayment for the goods and services to be provided hereunder.

The Vendor's lease agreement shall not specify the payment of any finance charges or interest on the part of the AOC.

4.8 A completed and signed original of the Vendor Data Record Form, a copy of which can be found in the website posting of this RFP. Please be certain in completing this form to use the exact legal name of the business entity under which you are proposing to do business with the AOC.

Responsive Proposals should provide straightforward, concise information that satisfies the requirements specified. Expensive bindings, color displays, and the like are not necessary.

Emphasis should be placed on brevity, conformity to instructions, specified requirements of this RFP, and clarity of content.

Please note that DVBE documentation is not submitted with the Proposal, but is to be submitted only if the Vendor is selected for services (see Section 9.0).

5.0 SELECTION PROCESS

- 5.1. An evaluation panel composed of predominantly OCCM staff will review and score the Proposals, based on the selection criteria.
- 5.2. AOC OCCM reserves the right to conduct follow up interviews with selected proposers. Interviews would be held at the AOC offices in Sacramento or San Francisco.
- 5.3. At any time, OCCM may contact previous Clients and Owners to verify the experience and performance of the prospective Vendors, their key personnel, and their sub-consultants.

6.0 PROJECT MANAGEMENT

The Project Manager for this RFP process is:

George Santore, Senior Contract Specialist
Administrative Office of the Courts
Business Services
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102
OCCM_Solicitations@jud.ca.gov
(415) 865-7838

Any questions regarding the RFP or the RFP process shall be directed in writing to the above.

7.0 EVALUATION OF PROPOSALS

The AOC OCCM will evaluate Proposals using the following criteria:

Points	Criteria	100 points maximum
50	<p><u>Qualifications:</u> Company’s ability to perform all functions necessary in providing the Vehicle Fleet Management services outlined in Section 3.0 of RFP for a Statewide organization like AOC OCCM.</p>	
25	<p><u>Experience of Company:</u> Demonstrated experience of the company in relation to the scope and quality of service provided to customers in the past.</p>	
25	<p><u>Cost:</u> The cost evaluation will be rated using the pricing spreadsheets from Exhibit A-1 –A-5 and Exhibit B. Please also provide and explanation of the terms you recommend leasing the vehicle for that will best fit the Office of Court Construction and Management needs.</p>	

8.0 ADDITIONAL REQUIREMENTS

- 8.1 Proposals should be sent by registered mail, certified mail, overnight courier, or by hand delivery. Incomplete proposals and/or proposals received after the deadline may be rejected without review.
- 8.2 Registered prospective Vendors may submit questions to the AOC via e-mail to occm_solicitations@jud.ca.gov no later than the date identified on page 2 of this RFP. Please indicate the RFP number and title in the subject line. Contact with the AOC shall be made only through this email address; telephone calls will not be accepted. Please use Attachment 6 – Form for Questions, when submitting your questions.
- 8.3 All notices, clarifications, and addenda to this RFP will be posted on <http://www.courtinfo.ca.gov/reference/rfp/>. Please monitor that website for all information regarding this RFP; the AOC is not responsible for sending individual notification of changes or updates. It is the sole responsibility of the prospective Vendors to remain apprised of changes to the RFP.

9.0 DISABLED VETERAN PARTICIPATION GOALS

The State of California requires contract participation goals of a minimum of three percent (3%) for disabled veteran business enterprises (DVBE’s). The AOC is subject to this participation goal. The AOC will require that the **selected** Service provider (s) demonstrate DVBE compliance and complete Attachment B, DVBE Compliance Form, when responding to this RFP and when bidding the Project for Construction. If it would be impossible for the selected Consultant to comply, explanation of why and demonstration of written evidence of a “good faith effort” to achieve participation would

be required. Sample information and forms follow as part of the Administrative Rules governing the Submission of Proposals. Information about DVBE resources can be found on the Executive Branch's internal website at <http://www.dgs.ca.gov/default.htm>. or by calling the Office of Small Business and DVBE Certification at 916-375-4940.

**ATTACHMENT A
JUDICIAL COUNCIL OF CALIFORNIA
ADMINISTRATIVE OFFICE OF THE COURTS**

ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

A. *General*

1. This solicitation document, the evaluation of proposals, and the award of any contract shall conform with current competitive bidding procedures as they relate to the procurement of goods and services. A vendor's proposal is an irrevocable offer for 30 days following the deadline for its submission.
2. In addition to explaining the Administrative Office of the Courts' (AOC's) requirements, the solicitation document includes instructions which prescribe the format and content of proposals.

B. *Errors in the solicitation document*

1. If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the AOC with written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the AOC may modify the solicitation document prior to the date fixed for submission of proposals by issuing an addendum to all vendors to whom the solicitation document was sent.
2. If prior to the date fixed for submission of proposals a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the AOC of the error, the vendor shall bid at its own risk, and if the vendor is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

C. *Questions regarding the solicitation document*

1. If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.

2. If a vendor submitting a proposal believes that one or more of the solicitation document's requirements is onerous or unfair, or that it unnecessarily precludes less costly or alternative solutions, the vendor may submit a written request that the solicitation document be changed. The request must set forth the recommended change and vendor's reasons for proposing the change. Any such request must be submitted to the project manager listed in Section 9 of the RFP by the proposal due date and time listed on the cover letter of this RFP.

D. Addenda

1. The AOC may modify the solicitation document prior to the date fixed for submission of proposals by faxing an addendum to the vendors to whom the solicitation document was sent. If any vendor determines that an addendum unnecessarily restricts its ability to bid, it must notify the project manager listed in Section 9 of the RFP no later than one day following the receipt of the addendum.

E. Withdrawal and resubmission/modification of proposals

1. A vendor may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the AOC in writing of its withdrawal. The notice must be signed by the vendor. The vendor may thereafter submit a new or modified proposal, provided that it is received at the AOC no later than the proposal due date and time listed on the cover letter of this RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed on the coversheet of this RFP.

F. Evaluation process

1. An evaluation team will review in detail all proposals that are received to determine the extent to which they comply with solicitation document requirements.
2. If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Material deviations cannot be waived. Immaterial deviations may cause a bid to be rejected.
3. Proposals that contain false or misleading statements may be rejected if in the AOC's opinion the information was intended to mislead the state regarding a requirement of the solicitation document.
4. Cost sheets will be checked only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible.

5. During the evaluation process, the AOC may require a vendor's representative to answer questions with regard to the vendor's proposal. Failure of a vendor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal nonresponsive.

G. *Rejection of bids*

1. The AOC may reject any or all proposals and may or may not waive an immaterial deviation or defect in a bid. The AOC's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications. The AOC reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual vendors if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the State of California.

H. *Award of contract*

1. Award of contract, if made, will be in accordance with the solicitation document to a responsible vendor submitting a proposal compliant with all the requirements of the solicitation document and any addenda thereto, except for such immaterial defects as may be waived by the AOC.
2. The AOC reserves the right to determine the suitability of proposals for contracts on the basis of a proposal's meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed, and cost.

I. *Decision*

1. Questions regarding the AOC's award of any business on the basis of proposals submitted in response to this solicitation document, or on any related matter, should be addressed to the individual listed in the Submission of Proposals section on the coversheet of this RFP who will forward the matter to the appropriate contracting officer.

J. *Execution of contracts*

1. The AOC will make a reasonable effort to execute any contract based on this solicitation document within 30 days of selecting a proposal that best meets its requirements. However, exceptions taken by a vendor may delay execution of a contract

2. A vendor submitting a proposal must be prepared to use a standard state contract form rather than its own contract form.

K. *Protest procedure*

1. General

Failure of a vendor to comply with the protest procedures set forth in this Section K, will render a protest inadequate and non-responsive, and will result in rejection of the protest.

2. Prior to Submission of Proposal

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the Proposal Closing Time. The protestor shall have exhausted all administrative remedies discussed in this Attachment B prior to submitting the protest. Failure to do so may be grounds for denying the protest.

3. After Award

A vendor submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:

- a. The vendor has submitted a proposal that it believes to be responsive to the solicitation document;
- b. The vendor believes that its proposal meets the administrative and technical requirements of the solicitation, proposes services of proven quality and performance, and offers a competitive cost; and,
- c. The vendor believes that the AOC has incorrectly selected another vendor submitting a proposal for an award.

Protests must be received no later than five (5) business days after the protesting party receives a Non-Award letter.

4. Form of Protest

A vendor who is qualified to protest should submit the protest to the individual listed in the Submission of Proposals section on the coversheet of this RFP who will forward the matter to the appropriate Contracting Officer.

- a. The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

The AOC, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the AOC will not consider such new grounds or new evidence.

5. Determination of Protest Submitted Prior to Submission of Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the AOC will provide a written determination to the protestor prior to the Proposal Due Date. If required, the AOC may extend the Proposal Due Date to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

6. Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the AOC will investigate the protest and will provide a written response to the vendor within a reasonable time. If the AOC requires additional time to review the protest and is not able to provide a response within ten (10) business days, the AOC will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

7. Appeals Process

The Contracting Officer's decision shall be considered the final action by the AOC unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the AOC's Business Services Manager, at the same address noted in the Submission of Proposal section of the coversheet of this RFP, within five (5) calendar days of the issuance of the Contracting Officer's decision.

The justification for appeal is specifically limited to:

- a. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;
- b. The Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
- c. The decision of the Contracting Officer was in error of law or regulation.

The vendor's request for appeal shall include:

- a. The name, address telephone and facsimile numbers, and email address of the vendor filing the appeal or their representative;
- b. A copy of the Contracting Officer's decision;
- c. The legal and factual basis for the appeal; and
- d. The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal, the AOC's Business Services Manager will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the AOC's Business Services Manager shall constitute the final action of the AOC.

8. Protest Remedies

If the protest is upheld, the AOC will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the AOC, the urgency of the procurement, and the impact of the recommendation(s) on the AOC. The AOC may recommend any combination of the following remedies:

- a. Terminate the contract for convenience;

- b. Re-solicit the requirement;
- c. Issue a new solicitation;
- d. Refrain from exercising options to extend the term under the contract, if applicable;
- e. Award a contract consistent with statute or regulation; or
- f. Other such remedies as may be required to promote compliance.

L. News releases

1. News releases pertaining to the award of a contract may not be made without prior written approval of the AOC's Business Services Manager.

M. Disposition of materials

1. All materials submitted in response to this solicitation document will become the property of the State of California and will be returned only at the AOC's option and at the expense of the vendor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal as it may be made available to the public.

N. Payment

1. Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.
2. **THE STATE DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provide in the agreement between the AOC and the selected vendor. The AOC may withhold ten percent of each invoice until receipt and acceptance of the final product. The amount of the withhold may depend upon the length of the project and the payment schedule provide in the agreement between the AOC and the selected vendor.

(DVBE forms follow)

ATTACHMENT B

DVBE PARTICIPATION FORM

Proposer Name: _____

RFP Project Title: _____

RFP Number: _____

The State of California Judicial Branch’s goal of awarding of at least three percent (3%) of the total dollar contract amount to Disabled Veterans Business Enterprise (DVBE) has been achieved for this Project. *Check one:*

Yes _____ *(Complete Parts A & C only)*

No _____ *(Complete Parts B & C only)*

“Contractor’s Tier” is referred to several times below; use the following definitions for tier:

0 = Prime or Joint Contractor;

1 = Prime subcontractor/supplier;

2 = Subcontractor/supplier of level 1 subcontractor/supplier

PART A - COMPLIANCE WITH DVBE GOALS

Fill out this Part ONLY if DVBE goal has been met; otherwise fill out Part B.

INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION
FROM FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS
SOLICITATION

PRIME CONTRACTOR

Company Name: _____

Nature of Work _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost: DVBE _____%

SUBCONTACTORS/SUBCONTRACTOR/PROPOSERS/SUPPLIERS

1. Company Name: _____
 Nature of Work: _____ Tier: _____
 Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost: DVBE _____%

2. Company Name: _____
 Nature of Work: _____ Tier: _____
 Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost DVBE _____%

3. Company Name: _____
 Nature of Work: _____ Tier: _____
 Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost DVBE _____%

GRAND TOTAL: DVBE _____%

I hereby certify that the "Contract Amount," as defined herein, is the amount of \$_____. I understand that the "Contract Amount" is the total dollar figure against which the DVBE participation requirements will be evaluated.

<i>Firm Name of Proposer</i>	
<i>Signature of Person Signing for Proposer</i>	
<i>Name (printed) of Person Signing for Proposer</i>	
<i>Title of Above-Named Person</i>	
<i>Date</i>	

PART B - ESTABLISHMENT OF GOOD FAITH EFFORT

Fill out this Part ONLY if DVBE goal will not be met but you have made a good faith effort to meet such goal.

INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS SOLICITATION

1. List contacts made with personnel from state or federal agencies, and with personnel from DVBEs to identify DVBEs.

<i>Source</i>	<i>Person Contacted</i>	<i>Date</i>

2. List the names of DVBEs identified from contacts made with other state, federal, and local agencies.

<i>Source</i>	<i>Person Contacted</i>	<i>Date</i>

3. If an advertisement was published in trade papers and/or papers focusing on DVBEs, attach proof of publication.

<i>Publication</i>	<i>Date(s) Advertised</i>

4. Solicitations were submitted to potential DVBE contractors (list the company name, person contacted, and date) to be subcontractors. Solicitation must be job specific to plan and/or contract.

<i>Company</i>	<i>Person Contacted</i>	<i>Date Sent</i>

5. List the available DVBEs that were considered as subcontractors or suppliers or both. (*Complete each subject line.*)

<i>Company Name:</i>	
<i>Contact Name & Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

<i>Company Name:</i>	
<i>Contact Name & Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

<i>Company Name:</i>	
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Contact Name & Title:	
Telephone Number:	
Nature of Work:	
Reason Why Rejected:	

PART C – CERTIFICATION *(to be completed by ALL Proposers)*

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a Disabled Veterans Business Enterprise complies with the relevant definition set forth in section 1896.61 of Title 2, and section 999 of the Military and Veterans Code, California Code of Regulations. In making this certification, I am aware of section 10115 *et seq.* of the Public Contract Code that establishes the following penalties for State Contracts:

Penalties for a person guilty of a first offense are a misdemeanor, civil penalty of \$5,000, and suspension from contracting with the State for a period of not less than thirty (30) days nor more than one (1) year. Penalties for second and subsequent offenses are a misdemeanor, a civil penalty of \$20,000 and suspension from contracting with the State for up to three (3) years.

IT IS MANDATORY THAT THE FOLLOWING BE COMPLETED ENTIRELY;
FAILURE TO DO SO WILL RESULT IN IMMEDIATE REJECTION.

Firm Name of Proposer:	
Signature of Person Signing for Proposer	
Name (printed) of Person Signing for Proposer	
Title of Above-Named Person	
Date	

End of RFP Form

Exhibit A-1 Pricing Schedule using 1.5% depreciation per month and a 10% Reduced book value

Midsized 4x4 SUV - Sample Ford Escape
20,000 Miles Per Year

Manufacture	Model	Monthly Lease Cost 36 months	Monthly Lease Cost 48 months	Monthly Lease Cost 60 months	Monthly Insurance Cost	Daily Loaner Vehicle Cost/Insurance Include - Unlimited Mileage	Monthly Maintenance/Management Cost	Monthly Fuel Credit Card Services
		\$	\$	\$	\$	\$	\$	\$

Total all-inclusive Monthly Cost for the 36/MO Lease

\$

Total all-inclusive Monthly Cost for the 48/MO Lease

\$

Total all-inclusive Monthly Cost for the 60/MO Lease

\$

Insurance Coverage

Desc of Coverage	Limit
Comprehensive/Collision	\$
Liability	\$

Estimate Market Value at Term (36 Months) _____ (48 months) _____ (60 Months) _____

Estimate Reduced book Value at Term (36 Months) _____ (48 months) _____ (60 months) _____

Exhibit A-2 Pricing Schedule using 1.5% depreciation per month and a 10% Reduced book value

Midsized Hybrid 4x4 SUV - Sample Ford Escape
20,000 Miles Per Year

Manufacture	Model	Monthly Lease Cost 36 months	Monthly Lease Cost 48 months	Monthly Lease Cost 60 months	Monthly Insurance Cost	Daily Loaner Vehicle Cost/Insurance Include - Unlimited Mileage	Monthly Maintenance/ Management Cost	Monthly Fuel Credit Card Services
		\$	\$	\$	\$	\$	\$	\$

Total all-inclusive Monthly Cost for the 36/MO Lease
Total all-inclusive Monthly Cost for the 48/MO Lease
Total all-inclusive Monthly Cost for the 60/MO Lease

\$
\$
\$

Insurance Coverage
Desc of Coverage **Limit**

Comprehensive/Collision	\$
Liability	\$

Estimate Market Value at Term (36 Months) _____ (48 months) _____ (60 Months) _____
 Estimate Reduced book Value at Term (36 Months) _____ (48 months) _____ (60 months) _____

Exhibit A-3 Pricing Schedule using 1.5% depreciation per month and a 10% Reduced book value

Midsized Sedan - Ex. Chevy Malibu
20,000 Miles Per Year

Manufacture	Model	Monthly Lease Cost 36 months	Monthly Lease Cost 48 months	Monthly Lease Cost 60 months	Monthly Insurance Cost	Daily Loaner Vehicle Cost/Insurance Include - Unlimited Mileage	Monthly Maintenance/ Management Cost	Monthly Fuel Credit Card Services
		\$	\$	\$	\$	\$	\$	\$

Total all-inclusive Monthly Cost for the 36/MO Lease
Total all-inclusive Monthly Cost for the 48/MO Lease
Total all-inclusive Monthly Cost for the 60/MO Lease

\$
\$
\$

Insurance Coverage

Desc of Coverage	Limit
Comprehensive/Collision	\$
Liability	\$

Estimate Market Value at Term (36 Months) _____ (48 months) _____ (60 Months) _____
 Estimate Reduced book Value at Term (36 Months) _____ (48 months) _____ (60 months) _____

Exhibit A-4 Pricing Schedule using 1.5% monthly depreciation and a 10% reduced book value.

Midsized Hybrid Sedan - Ex. Chevy Malibu
20,000 Miles Per Year

Manufacture	Model	Monthly Lease Cost 36 months	Monthly Lease Cost 48 months	Monthly Lease Cost 60 months	Monthly Insurance Cost	Daily Loaner Vehicle Cost/Insurance Include - Unlimited Mileage	Monthly Maintenance/ Management Cost	Monthly Fuel Credit Card Services
		\$	\$	\$	\$	\$	\$	\$

Total all-inclusive Monthly Cost for the 36/MO Lease
Total all-inclusive Monthly Cost for the 48/MO Lease
Total all-inclusive Monthly Cost for the 60/MO Lease

\$
\$
\$

Insurance Coverage
Desc of Coverage **Limit**

Comprehensive/Collision	\$
Liability	\$

Estimate Market Value at Term (36 Months) _____ (48 months) _____ (60 Months) _____
 Estimate Reduced book Value at Term (36 Months) _____ (48 months) _____ (60 months) _____

Exhibit A-5						
Current Fleet Vehicle Management, Gas Card Management, and Maintenance						
Please quote Fleet Management Cost and a flat Maintenance Rate, or quote the most economical way of maintaining our current fleet.						
Vehicle	Monthly Maintenance/Management Cost	Monthly Fuel Credit Card Services				
OCCM Current Vehicles						
Vehicle	Mileage					
2005 Ford Taurus SF	55,427					
2005 Ford Taurus SF	35,588					
2006 Ford Taurus SF	34,576					
2006 Ford Taurus SRO	31,012					
2007 Ford Taurus SRO	17,775					
2005 Ford Taurus NCRO	39,485					
2005 Ford Freestyle NCRO	46,939					
2005 Ford Freestyle NCRO	47,904					

Exhibit B

Adjustment Factor for OptionYears Pricing

Adjustment

Factor	% adjustment
Year 2	
Year 3	
Year 4	
Year 5	

Adjustment Factor will be across the board for all services provided.

Exhibit C

Vehicle Specifications - All specs below should be included for each vehicle

- Remote Keyless Entry _____
- Power Door Locks _____
- Power Windows _____
- Automatic Transition _____
- Power Brakes _____
- Cloth Seats _____
- Color _____
- AM/FM Stereo _____
- Air Conditioning _____
- Factory Standard Wheels _____
- All Season Tires _____
- Spare Tire - Factory Standard _____
- Rear Window Defroster _____

EXHIBIT D

PARTICIPATING LOCATIONS AND NETWORK

Please provide a listing of Participating Locations-

Bidder may attach the listing to this sheet.

Service Provider Network –

Bidder may attach the listing to this sheet.