

ADMINISTRATIVE OFFICE OF THE COURTS

QUESTIONS AND ANSWERS

RFP Number: REFM-2014-08-RB

Vehicle Fleet Management Services

October 9, 2014

1. Section 10 in the RFP indicated: The Judicial Council is waiving inclusion of the Disabled Veteran Business Enterprise (DVBE) incentive for this RFP. Can you kindly explain why? [Company] is a verified SDVOSB/DVBE and is interested in responding to this solicitation and we would like to advocate for this to remain a part of the solicitation. We also would be interested to learn about your other supplier diversity programs and incentives.

Answer: Each Judicial Branch Entity (JBE) has the discretion to waive inclusion of the DVBE incentive in an individual solicitation or a number of solicitations. JBE's that include a DVBE incentive must use Department of General Services (DGS)-certified entities or entities that have DGS-approved business utilization plans. Since each JBE manages its own DVBE program and its own solicitations, there isn't a centralized repository for DVBE solicitations within the Judicial Branch. However, the Judicial Council's website is occasionally used by JBE's to post their solicitations, but they may also use their own website or other form of advertising for solicitations. DVBE's seeking solicitations with a DVBE incentive would have to review each JBE's solicitations to determine if a solicitation includes a DVBE incentive.

Links to the DGS Procurement Division and Office of Small Business & Disabled Veteran Business Enterprise Services (OSDS) websites are below.

<http://www.dgs.ca.gov/pd/Home.aspx>

<http://www.dgs.ca.gov/pd/programs/osds.aspx>

The Judicial Council has revised the RFP to include a DVBE incentive. Please see RFP Revision 1 of Addendum 1.

2. On page 5 of the RFP, section 2.1.13, it states that roadside assistance must be provided 24/7 at no charge, in addition to the vehicle warranty. Must this coverage be from the manufacturer during the warranty period?

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Answer: The 24/7 coverage can be averaged into the lease cost, but the JCC will not pay any separate additional monthly charges. The coverage does not need to be from the manufacture during the warranty period.

3. On page 6 of the RFP, section 2.1.18, it states that the proposer must provide a listing of all locations for vehicle pickup. Is this for the initial delivery of new units? And is delivery direct to JBE office locations also acceptable?

Answer: Yes – this is for the initial delivery of new units. The intent is for the Proposer to demonstrate they can deliver a vehicle to any of the 58 counties in California if needed. Delivery direct to the JBE location is preferred.

4. On page 7 of the RFP, section 2.2 d, emergency roadside assistance must be provided. For the full maintenance quote, does the cost need to be included in the monthly fee or can it be billed on a per use basis?

Answer: The fee must be included in the monthly maintenance cost. The JCC will not pay any separate additional monthly charges.

5. On page 10 of the RFP, section 2.4.2, it states that the proposer is responsible for collision and comprehensive damage and repairs. Is the pricing for this coverage to be included in the monthly lease price? If so, is the Judicial Council willing to provide us with 5 years of loss runs?

Answer: The collision and comprehensive is to be quoted separate from the lease cost of the vehicle. See attachment 4 pricing proposal forms. Losses by year are as follows:

Year	Loss by year
2009 Total	\$203.97
2010 Total	\$265.56
2011 Total	\$75.21
2012 Total	\$11,936.24
2013 Total	\$11,625.83

6. Attachment 2 – Master Agreement: Section 4. and Section 15., JBE is asking for up to 10 days after delivery to inspect and possibly reject a vehicle. Would JBE consider agreeing to inspection and acceptance/rejection prior to delivery?

Answer: No. The intent of the 10 day period is to allow the JBE to inspect and possibly reject the vehicle after delivery if the vehicle delivered is not the as specified in the order or if the vehicle is damaged.

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7. Attachment 2 – Master Agreement: Section 12.(B) States contractor will be liable for damage to accessories or components added to the vehicles without Contractors consent. Is this correct or should it read “with Contractors consent”?

Answer: Some JBEs will want to add accessories or components to leased vehicles and JBEs have the right to do so. The intent is for Contractor not to be liable for damage to accessories or components that a JBE added to a leased vehicle.

8. Attachment 2 – Master Agreement: Section 13.The language of this provision we feel if too vague in terms of Contractors potential negligence. Is JBE open to considering alternative language?

Answer: Proposers may propose alternate language in accordance with RFP Section 6.1, subparagraph i.

9. Attachment 2 – Master Agreement: Section 14. This section states Contractor may assign the lease but only to an “affiliate” of the contractor. Does “affiliate” include third party lending institutions used by the Contractor?

Answer: The terms “affiliate” and “affiliated” are defined in California Corporations Code section 150 as follows: A corporation is an “affiliate” of, or a corporation is “affiliated” with, another specified corporation if it directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the other specified corporation. Generally, a third party would not be an affiliate.

10. Attachment 2 – Master Agreement: Section 16.(A) We assume any equipment added to a vehicle and removed prior to the return of a vehicle will be owned by JBE and not included in the lease cost, is this correct?

Answer: No equipment is anticipated to be added to the JBE vehicles. If the JBE did add any equipment to the vehicle it would be owned by the JBE and not included in the lease cost.

11. 2.2 of the RFP: Would the Judicial Council of California be interested in a managed maintenance program for all vehicles...both leased and owned...since that type of program provides the lowest possible total cost to the JBE?

Answer: Please see Addendum 1. There will be no changes in the specifications regarding fleet vehicle maintenance requirements in section 2.2 of the RFP. All Proposers must submit their proposal as specified in RFP Revision 1.

12. 2.2.2.3 of the RFP: Can the bidder provide a low-cost daily rate for a rental as they might occur rather than the much higher cost option of building 5 potential days into the pricing of each vehicle since those 5 days may never be used and the JBE has then paid for something they didn't receive?

Answer: See Addendum 1. The 5 free rental days has been removed from the specifications in paragraph 2.2.2.3 of the RFP and RFP Attachment 2, Exhibit B, paragraph 5.

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13. 2.4.2 of the RFP: [Company] does not offer Collision and Comprehensive Coverage. For an organization of your size, especially when tied into the State's risk pool, the lowest cost option for the JBE's is to self-insure the Physical Damage side. If so, [Company] can provide full support as outlined for those repair needs, but at the Actual Cash Value without a deductible. Please advise if you still want [Company] to respond to the RFP without a coverage quote.

Answer: See Addendum 1. There will be no changes in the specifications regarding insurances. All Proposers must submit their proposal as specified in RFP Revision No. 1.

[END OF QUESTIONS AND ANSWERS]