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|  | REQUEST FOR PROPOSALS |
| ***Judicial Council of california***  **Regarding:** *Fleet Vehicle Management Services*  *JCC-2023-11-SB*  **PROPOSALS DUE:**  *May 23, 2023,* no later than *1:00* p.m. Pacific time |

**1.0 BACKGROUND INFORMATION**

* 1. **Introduction:** The Judicial Council of California (Judicial Council), the 58 superior courts, 6 appellate courts, the Supreme Court of California, 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 for the benefit of all other JBEs as referenced above.
  2. **Purpose of this Request for Proposal:**  The Judicial Council is seeking proposals from qualified companies (Proposer) to provide fleet vehicle services under the terms of a Master Agreement with the potential to provide fleet vehicle services to all JBEs. These services will include vehicle leasing, fleet vehicle management, fleet telematics program, and insurance/accident 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 JBEs, 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. 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 10 of this RFP. The Judicial Council intends to enter into one Master Agreement for all services in this RFP.
  2. 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, the Supreme Court, and any JBE as described in this document.
  3. 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 35 open-ended leased vehicles with all leases scheduled to expire by April of 2024.

**2.0 DESCRIPTION OF SERVICES AND DELIVERABLES**

The JBE seeks the services of a person or entity with expertise in *the following:*

* Vehicle Leasing Services
* Fleet Vehicle Maintenance and Management Services for leased vehicles.
* Telematics Program
* Insurance/Accident Management

**2.1 Vehicle Leasing Requirements:**

* + 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. (See Attachment 9 pricing forms.) The Judicial Council and other JBEs reserve the right to lease other types of vehicles under the Master Agreement other than what the Proposer quotes.
    2. Only open-ended leases will be considered by the Judicial Council. The Master Agreement is written for an open-ended lease. The Open-ended lease will require final payment from the JBE to successful Proposer to be based on the difference between the residual (projected) value of the property leased as shown below in table 2.1.4, and its realized (actual) value as determined by the MSRP of the vehicle. Open-ended leases must have no mileage restrictions.
    3. Each lease will be assigned to the JBE and not assigned to any individual drivers. All leases will allow for multiple users.
    4. Vehicles must depreciate as follows:

|  |  |  |
| --- | --- | --- |
| **Depreciation and Residual Terms** | | |
|  | | |
| **Term** | **Depreciation per month** | **Residual value of vehicle at end of term** |
| 36 | 2.09% | 25% |
| 48 | 1.67% | 20% |
| 60 | 1.33% | 20% |

* + 1. The Judicial Council reserves the right to extend the initial term of the Master Agreement for up to one additional year by written notice to the successful Proposer prior to the expiration of the Master Agreement.
    2. 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.
    3. 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 participating 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.
    4. 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 for a specific vehicle.
    5. The JBE may terminate up to 25% of the leased vehicle fleet ordered before the end of a leased vehicle period provided that the performance of each leased vehicle terminated reaches 50% of the leased vehicle period, free of charge. For example, if the base period is 3 years, and the leased vehicles have been leased for a minimum of 1.5 years, the JBE may terminate up to 25% of the vehicles leased under that performance period, free of charge.
    6. At the end of the lease, the successful proposer will pay for the difference between the car’s residual value and its actual value if the car’s value is higher than the residual value at lease end. The JBE will pay the successful proposer the difference between the car’s residual value and its actual value if the car’s value is lower than the residual value at the lease end.
    7. The successful Proposer must give the Judicial Council and other JBEs (or their authorized representatives) access to all final sales data.
    8. 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 a specific leased vehicle. 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.
    9. 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.
    10. 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.
    11. Vehicle warranty must be bumper-to-bumper for the term of the lease at no extra charge and 24 hours per day, 7 days a week, roadside driver assistance program must be provided at no extra charge.
    12. All pre-delivery vehicle servicing must be performed in accordance with accepted new car delivery preparation standards.
    13. 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.
    14. All vehicles must meet California Emissions Standards.
    15. All vehicles must include the following features:

Automatic Transmission

Bumper to Bumper Warranty for the lease period

Bluetooth 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

Telematics (see Section 2.3.1)

* + 1. The successful Proposer must provide a loaner vehicle for any JBE employee after drop-off for servicing/repair or, alternatively, if no loaner vehicle is available, must provide a ride to pick up a rental vehicle from its network of rental facilities, and provide a ride back to the service center from the rental facility if the repairs or maintenance require overnight servicing.
       1. The successful Proposer is required to provide the JBE with a loaner from its own fleet of vehicles, or if unavailable, a rental from its network of rental facilities. Such loaner or rental vehicle must be of similar make and model as the leased vehicle that is being serviced or repaired. A loaner or rental vehicle will be provided for up to five (5) days free of charge when a leased vehicle is undergoing repairs or maintenance that requires overnight servicing. If vehicle maintenance or servicing is not due to the fault of the JBE (i.e. defective vehicle, recall, etc.) then the JBE will not be held accountable and Proposer will provide a loaner or rental vehicle free of charge for the duration of the repairs or maintenance.
    2. 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:
       - 1. Northern/Central Region (NCR) – Shasta, Placer, Nevada, Sacramento, Fresno.
         2. Southern Region (SR) – Kern, Los Angeles, Orange, Riverside, San Diego, Burbank.
         3. 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.

* + 1. 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. Proposer will register all leased vehicles with the Department of Motor Vehicles. Proposer will install temporary registration documents on each vehicle prior to delivery to the JBE. Proposer will provide EXEMPT license plates and registrations within thirty (30) days of delivery of a leased vehicle. Proposer and each JBE shall cooperate and furnish any and all information or documentation which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance.

**2.2** **Fleet Vehicle Maintenance Requirements:** The Proposer must provide a monthly all-inclusive full-service maintenance management program for a fixed monthly fee per leased vehicle.

The Proposer must provide:

1. Driver support to coordinate repairs and minimize vehicle downtime;
2. Cost and quality controls for vehicle repairs;
3. Fleet management support and recommendations;
4. Emergency roadside assistance, 24 hour/day, 7 days a week;
5. 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** |
| --- | --- |
| 1. Vehicle ID | ID number |
| 1. Maintenance Date | Date maintenance is performed |
| 1. Maintenance Performed | Brief Descriptions, e.g., Oil change, 30K, 60K, 90K, etc. |
| 1. Lessee | JBE name |
| 1. Odometer Reading | Mileage on maintenance date |
| 1. Lease Expiration | Date lease is scheduled to expire |

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**

TheProposer must provide the following included services:

2.2.2.1 Proposer agrees that all factory-recommended preventative maintenance services pre-scheduled and prescribed by the original equipment manufacturer will be performed at industry standard intervals. All incidentals and parts required for the preventative maintenance (fluids, belts, hoses, ignition and emission components, etc.) will be included, and Proposer will pay for, or reimburse the JBE for its payment of, all costs and expenses incurred in connection with the maintenance or repair of the vehicle(s) covered by such Vehicle Lease Schedule (each, a “Covered Vehicle”). Maintenance does not cover, and the JBE will remain responsible for and pay for: (i) fuel, (ii) oil and other fluids between changes, (iii) tire repair and replacement, and (iv) washing.

2.2.2.2 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.

* + - 1. 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 is to be provided at the State of California’s rate when a leased vehicle is undergoing repairs or maintenance that requires overnight servicing. The State of California’s loaner vehicle rates can be found here, and may be amended from time to time:<https://www.dgs.ca.gov/OFAM/Travel/Resources/Page-Content/Resources-List-Folder/Car-Rental-Resources>. The Proposer must be able to demonstrate the ability to provide loaner vehicle service, rental vehicle service, vehicle drop-off, driver pick-up, etc.

* + - 1. A process for documenting all vehicle repair service performed on a vehicle.
      2. A quality assurance program for all services.
      3. Strategies for minimizing repair times and driver downtime.
      4. A process for monitoring the repair process (time, labor rates, parts used, quality of repair and driver satisfaction).
      5. A support process in the event that a vehicle requires repair service but is under a manufacturer or repair facility warranty.
      6. 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.
  + - 1. 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.
  + - 1. Management of warranty claim service.
    1. **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.

* + 1. **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** **Fleet Telematics Program**

* + 1. The Proposer shall provide data generated by vehicle telematics to help the JBE optimize the fleet of leased vehicles.
       1. Real-time GPS Tracking
       2. Electronic Logging Device
       3. Fuel efficiency monitoring
       4. Route optimization
       5. Vehicle Diagnostics
  1. **Insurance and Accident Services Requirements:**
     1. Insurance: The Judicial Council shall be responsible to provide vehicle liability protection and collision coverage 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. 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:

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.
   * 1. 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 Risk Management Unit 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 Risk Management Unit, and the Judicial Council Legal Services Office, or any other designee of the Judicial Council, in the investigation and administration of any claims or lawsuits arising from the JBE’s operation of a vehicle.
     2. Minimally, the Proposer will be required to provide the Judicial Council, and as requested by other JBEs, the following information:
10. Monthly listing of all accidents reported by the JBE with an indication of cost to repair a damaged vehicle.
11. Quarterly subrogation activity report showing the current status of each file.
12. Monthly report showing damages recovered for the reporting period and the cost of repairs for each vehicle. Funds recovered should accompany this report.
13. Semi-annual report to include total cost of repairs and total of recovered damages.
    1. **Pricing**
       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 new vehicle leases based on changes in the manufacturer’s suggested retail price (MSRP) of the same manufacture and model and the Fixed Lease rate. The adjusted vehicle lease prices shall then remain fixed for the contract year.
       2. Prices for fleet vehicle maintenance and management services and telematics 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. Allowable Adjustments to Vehicle Lease Costs
    2. Proposer must establish the monthly amount for new lease orders at the beginning of each year for the duration of the year (“Order Period”) by applying the percentage change in the MSRP for the vehicle of the same manufacture, model and features and the percentage change in the Fixed Lease Rate.
    3. Although the Fixed Lease Rate the Proposer charges for the First Order Period may be different from the Wall Street Journal Prime Rate (“Prime Rate”), the allowable change in the Fixed Lease Rate for any subsequent Order Period shall be limited to the percentage change in the Prime Rate as compared to the Prime Rate that existed at the beginning of the immediately prior Order Period. Table 1 below is a hypothetical example of how the Fixed Lease Rate might change over the term of the Master Agreement based on a change in the Prime Rate.

Table 1: Lease Rate Change (Example Only)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Order Period | Fixed Lease Rate For Order Period | Prime Rate At Beginning of Order Period | Prime Rate At Beginning of Next Order Period | Percentage Change in Prime Rate For Next Order Period |
| First Order Period | 1.30% | 3.00% | 3.50% | 0.50% |
| Second Order Period | 1.80% | 3.50% | 3.50% | 0.00% |
| Third Order Period | 1.80% | 3.50% | 3.55% | 0.05% |
| Fourth Order Period | 1.85% | 3.55% | 3.50% | -0.05% |
| Fifth Order Period | 1.80% | 3.50% | 3.60% | 0.10% |
| 1-year Option Term | 1.90% | Not Applicable | Not Applicable | Not Applicable |

**3.0 TIMELINE FOR THIS RFP**

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

| **EVENT** | **DATE** |
| --- | --- |
| RFP issued | *April 20, 2023* |
| Deadline for questions | *May 3, 2023* |
| Questions and answers posted | *May 8, 2023, no later than 3:00PM, Pacific Time* |
| Pre-proposal Conference via Team Meeting:  Meeting Link: [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NmJhZjUyNzAtMmZjYS00N2Y4LWI3ZDItNWVkY2EyMTc5MDMx%40thread.v2/0?context=%7b%22Tid%22%3a%2210cfa08a-5b17-4e8f-a245-139062e839dc%22%2c%22Oid%22%3a%225fc262ae-2cbb-4471-9c96-018698dc20e4%22%7d)  Meeting ID: 291 803 959 270  Meeting Passcode: iXHnn7  Dial In Number: +1 415-906-0569  Phone Conference ID: 961 059 314# | *May 11, 2023 @ 1:00PM* |
| Latest date and time proposal may be submitted | *May 23, 2023, no later than 1:00pm, Pacific Time* |
| Anticipated interview dates (*estimate only*) | *May 29, 2023 – May 31, 2023* |
| Evaluation of proposals (*estimate only*) | *June 1, 2023 – June 7, 2023* |
| Notice of Intent to Award (*estimate only*) | *June 8, 2023* |
| Negotiations and execution of contract (*estimate only*) | *June 9, 2023 – June 26, 2023* |
| Contract start date (*estimate only*) | *July 1, 2023* |
| Contract end date (*estimate only*) | *June 30, 2028* |

**4.0 RFP ATTACHMENTS**

The following attachments are included as part of this RFP:

| **ATTACHMENT** | **DESCRIPTION** |
| --- | --- |
| Attachment 1: Administrative Rules Governing RFPs (Non-IT Services) | These rules govern this solicitation. |
| Attachment 2: Master Agreement Standard Terms and Conditions | If selected, the entity submitting the proposal (the “Proposer”) must sign an agreement containing these terms and conditions (the “Terms and Conditions”). |
| Attachment 3: Proposer’s Acceptance of Terms and Conditions | On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. |
| Attachment 4: General Certifications Form | The Proposer must complete the General Certifications Form and submit the completed form with its proposal. |
| Attachment 5: Darfur Contracting Act Certification | The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal. |
| Attachment 6A: Payee Data Record Form (STD 204) | This form contains information the JBE requires in order to process payments and must be submitted with the proposal. |
| Attachment 6B: Payee Data Record Form (STD 205) | This form is optional. This form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204. |
| Attachment 7: Iran Contracting Act Certification | The Proposer must complete the Iran Contracting Act Certification and submit the completed certification with its proposal. |
| Attachment 8: Unruh and FEHA Certification | The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification. |
| Attachment 9  Vehicle Lease Pricing Form | Proposer must use this Excel Spreadsheet to provide the cost proposal. Substitute pricing forms are not allowed. |
| Attachment 10  Bidder Declaration | Complete this form only if Bidder wishes to claim the DVBE incentive associated with this solicitation. |
| Attachment 11  DVBE Declaration | Complete this form only if Bidder wishes to claim the DVBE incentive associated with this solicitation. |

**5.0 PAYMENT INFORMATION**

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.

**6.0 Pre-proposal Conference**

The Judicial Council will hold a pre-proposal conference on the date identified in the timeline above. The pre-proposal conference will be held on Microsoft Teams at the link provided in Section 3.0, Timeline For The RFP.

Attendance at the pre-proposal conference is **MANDATORY**. Each Proposer must be certain to check in at the pre-proposal conference, as the attendance list will be used to ascertain compliance with this requirement. The Judicial Council will reject a proposal from any Proposer who did not attend the pre-proposal conference.

**7.0 SUBMISSIONS OF PROPOSALS**

7.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. Emphasis should be placed on conformity to the RFP’s instructions and requirements, and completeness and clarity of content.

7.2 The Proposer must submit its proposal in two parts, the technical proposal and the cost proposal.

a. **Technical Proposal** - The Proposer must submit via e-mail their Technical Proposal as a separate Attachment from the Cost Proposal to the Solicitations mailbox at [solicitations@jud.ca.gov](mailto:solicitations@jud.ca.gov). The Technical Proposal must include all component required in Section 2.0 of the RFP. The Technical Proposal must be signed by an authorized representative of the Proposer. The Proposer must indicate on the Subject line of the submission e-mail the RFP title and number and indicate the RFP number and title on the Proposal attachments.

b. **Cost Proposal** - The Proposer must submit via e-mail their Cost Proposal as a separate Attachment from the Technical Proposal to the Solicitations Mailbox at[solicitations@jud.ca.gov](mailto:solicitations@jud.ca.gov)**.** The Cost Proposal must include all components required in Section 8.2. of the RFP. The Cost Proposal must be signed by an authorized representative of the Proposer. The Proposer must indicate on the Subject line of the submission e-mail the RFP title and number and indicate the RFP number and title on the Proposal attachments.

7.3 Submission acceptance will be based on the date and time the e-mails are received

by the Judicial Council. Both e-mails must be received no later than the due date and time or the proposal will not be accepted.

7.4 Late proposals will not be accepted.

7.5 Only written proposals via e-mail will be accepted. Proposals may not be transmitted by fax.

**8.0 PROPOSAL CONTENTS**

8.1 Technical Proposal. The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive.

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 email address of the individual who will act as the Proposer’s designated representative for purposes of this RFP.

* + - * 1. 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.
        2. 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.
        3. 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.
        4. Review Section 2 (Description of Services and Deliverables) 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, briefly explain why, noting any concerns or issues that the Judicial Council should be aware of. If Proposer is able to meet the requirement, provide further details, as appropriate, on how Proposer plans to do so.
        5. Provide any additional information Proposer believes should be considered in the evaluation of its proposal.

I. Acceptance of the Master Agreement Terms and Conditions.

if. 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.

* + 1. If exceptions are identified, the Proposer must also submit: (I) a red-lined Microsoft Word version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.
    2. 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.

j. Certifications, Attachments, and other requirements.

The Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.

The Proposer must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.

Proposer must include in its proposal completed and signed copies of Attachment 6A & 6B (as applicable), Payee Data Record Form(s).

iv. If Proposer is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Proposer is in good standing in California. If Proposer is a foreign corporation, LLC, LP, or LLP, and Proposer conducts or will conduct (if awarded the contract) intrastate business in California, proof that Proposer is qualified to do business and in good standing in California. If Proposer is a foreign corporation, LLC, LP, or LLP, and Proposer does not (and will not if awarded the contract) conduct intrastate business in California, proof that Proposer is in good standing in its home jurisdiction.

v. The Proposer must complete the Iran Contracting Act Certification (Attachment 7) and submit the completed certification with its proposal.

vi. The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 8) and submit the completed certification with its bid.

vii. If Proposer wishes to claim the disabled veteran business enterprise (DVBE) incentive associated with this solicitation, Proposer must complete and submit the DVBE Declaration form (Attachment 11) with its bid.

viii. Each DVBE that will provide services in connection with the contract must complete this form. If Proposer itself is a DVBE, it must also complete the Bidder Declaration Form (Attachment 10).

8.2 Cost Proposal. The following information must be included in the cost proposal.

* + 1. Proposal must include the proposed fee schedule for all vehicle fleet management services specified in RFP Section 2.0 (Description of Services and Deliverables). The proposal must also have completed cost items in Attachment 9, Vehicle Lease Pricing Form (Spreadsheet, tabs A1 – A14).

Attachment 9 Vehicle Lease Pricing Form is intended to contain all applicable charges. If Attachment 9 does not contain all applicable charges and costs, the Proposer must indicate any other applicable charges or costs in its response to this RFP.

**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.

**9.0 OFFER PERIOD**

A Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the JBE reserves the right to negotiate extensions to this period.

**10.0 EVALUATION OF PROPOSALS**

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.

The Judicial Council 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.

If a contract will be awarded, the Judicial Council will post an intent to award notice at http://www.courts.ca.gov/rfps.htm.

| **CRITERION** | **maximum number of points** |
| --- | --- |
| **Leasing and Maintenance Capabilities and Qualifications:**  Proposer’s demonstrated ability to meet the Vehicle Leasing Requirements and Fleet Vehicle Management Requirements for all JBEs. | *25* |
| **Experience of Company:**  Demonstrated experience of the Proposer and its key staff in relation to the scope and quality of service provided to customers in the past. | *20* |
| **Reasonableness of Cost:**  The cost evaluation will be rated using the pricing spreadsheets from Attachment 9. All of Proposer’s applicable charges and costs should be reflected in the pricing contained in the pricing spreadsheets. | *35* |
| **Telematics Program:**  Proposers’ ability to provide a telematics program. | *5* |
| **Acceptance of Attachment 2, Master Agreement Terms and Conditions** | *12* |
| Disabled Veterans Business Enterprise (“DVBE”) Incentive | *3* |

**11.0 INTERVIEWS**

The Judicial Council may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Judicial Council’s offices. The Judicial Council will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The Judicial Council will notify eligible Proposers regarding interview arrangements.

**12.0 CONFIDENTIAL OR PROPRIETARY INFORMATION**

**Proposals are subject to disclosure TO THIRD PARTIES AND MEMBERS OF THE PUBLIC pursuant to applicable LAWS, INCLUDING PUBLIC DISCLOSURE PURSUANT TO rule 10.500 of the California Rules of Court.** Except as required by law, 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 may be disclosed in response to applicable public records requests, or as otherwise required by law. Such disclosure may be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” “copyright ©,” 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. Submission of any proposal pursuant to this RFP constitutes acknowledgment and consent by the Proposer to the potential public disclosure of its proposal content, pursuant to this Section 12.0. **Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.**

**13.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE**

Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.

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 10.0 above.

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”).

If Proposer wishes to seek the DVBE incentive:

1. Proposer must complete and submit with its proposal the Bidder Declaration (Attachment 10). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.

2. Proposer must submit with its proposal a DVBE Declaration (Attachment 11) 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.

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.

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.

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.

If using DVBE subcontractors, the Proposer must complete and return to the JBE a copy of the post-contract certification form (https://www.courts.ca.gov/documents/JBCM-Post-Contract-Certification-Form.docx), promptly upon completion of the awarded contract, and by no later than the date of submission of Proposer’s final invoice to the JBE. If the Proposer fails to do so, the JBE will withhold $10,000 from the final payment, or withhold the full payment if it is less than $10,000, until the Proposer submits a complete and accurate post-contract certification form.

When a Proposer fails to comply with the post-contract certification requirement in this section and a payment withhold is applied to a contract, the JBE shall allow the Proposer to cure the deficiency after written notice. Notwithstanding the foregoing or any other law, if after at least 15 calendar days, but no more than 30 calendar days, from the date of the written notice the Proposer refuses to comply with the certification requirements, the JBE shall permanently deduct $10,000 from the final payment, or the full payment if less than $10,000.

**FRAUDULENT MISREPREPRETATION 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.**

**14.0 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 JBE to receive a solicitation specifications protest is the proposal due date. Protest must be sent to:

Judicial Council of California

ATTN: Protest Hearing Officer

Branch Accounting and Procurement | Administrative Division

ATTN: Protest Hearing Officer, RFP Number CFCC-2022-08-SB

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