

Question #1:

You are requesting quotes on the Ford T-series vans, but you have not specified the roofline height. Would you please let us know if you prefer low, mid, or high roofs on each type of van (cargo and passenger) requested?

Answer to question #1:

The roofline height is a "low" roof for each type of van.

Question # 2:

In regards to the above referenced bid, the specific model code for the Ford Transit Passenger and Cargo Van is determined by a combination of roof height, door and/or GVWR. Attached please find examples. Would you be able to provide this information so that we are able to bid the proper vehicle?

Answer to question # 2:

No. Please note that the Unified Court System will not be towing.

Question # 3:

Which features are desired on the Ford Transit Connect long wheel base - medium or high roof? Single or dual rear wheels? RH door or dual sliding doors? GVW requirement?

Answer to question # 3:

Low roof, single rear wheels, and RH door. Also, please note that the Unified Court System will not be towing.

Question # 4:

Which specifications are desired on the T250 & T350: low, medium or high roof? Swing our RH door or dual doors?

Answer to question # 4:

Low roof and RH door.

Question #5:

Additionally, no wheelbase is specified for the vans. Do you want the regular or long wheelbase on each type?

Answer to question #5:

The wheelbase is "regular" for the basic cargo van and "long wheelbase" for the extended van.

Question # 6:

Category 3 Spec # states cargo 15 passenger. Please confirm you want seating in this van, not simply a 15pass equivalent size Cargo van.

Answer to question # 6:

We are bidding the Passenger van. The passenger seats should fold to the floor.

Question # 7: in Category 3 (page 15) the make and model for the first van is described as "Ford Transit 350 Cargo 15 Passenger". It cannot be both. Please specify if the vehicle is a Cargo Van or a Passenger Van.

Answers to question # 7:

Please see Answer to question # 6.

Question #8:

Some units are listed with a law enforcement police package from Cruisers Division. Is this something we are responsible for, and need to include in the capitalized cost of the vehicle? Or does this mean that UCS will be upfitting these vehicles internally after delivery from the fleet management company? If we are responsible for the purchase and installation of this equipment, we must have a detailed list of equipment required. Otherwise we cannot accurately include the cost of the law enforcement package in the monthly lease price.

Answer to question #8:

The awarded vendor will be responsible for providing the following items of the police package:

- 100 Watt Class A
- Siren Amp Switch Overhead Custom Panel
- Vertex Front Hideaway Corner Led's
- Vertex Rear Red Led's
- Vertex Led's in Reverse lights
- Grill 2-Red 2-Blue
- Rear Deck LED's R/B
- Front Windshield Led 1 Red 1 Blue
- Tint 20/15/20

The awarded vendor shall deliver the car with the above-described police package items to the Cruiser Division and The Unified Court System will be responsible for the installation of the police package items by the Cruiser Division.

Question # 9:

Do you have a list of specs for the desired Police Packages? Is there a specific POC at Cruisers Division we can contact to discuss options?

Answer to question # 9:

Please see Answer to question # 8.

Question # 10:

There are a number of vehicles where the final order due dates have already passed. Do you still want bids for 2015 models, even if they cannot be factory ordered at this point?

Answer to question # 10:

Bidders are expected to propose the 2015 models that they have in stock or that they can obtain.

Question # 11:

The 2015 model year was the final year for the Dodge Grand Caravan and the final order due date has passed. Fiat Chrysler plans to reintroduce a completely redesigned Town & Country for the 2017 model year, but in the meantime there will be a gap in availability/production. Is there an alternative minivan the UCS would like to substitute?

Answer to question # 11:

No, the UCS does not want any alternative minivan substitute.

Question # 12:

The Master Agreement is in effect for one year (pg. 6). I assume the bid is only for 2015 models and would go until buildout or delivery of the 2015 model whichever is longer. 2016 models would fall under another bid. Is that true?

Answer to question # 12:

As indicated in the section entitled, "Term of Award/Contract Period", *"Bidder must, upon submission of its bid notify Captain James Campbell, OCA Fleet Services and Marie-Claude Ceppi, OCA Procurement, NYS Office of Court Administration ("OCA"), by email at JCampbel@nycourts.gov and mceppi@nycourts.gov if a Build-Out date for any 2015 Model Year vehicle specified in this bid has occurred or will occur before a duly approved contract can be issued. OCA will then determine if award for any such model will be made to the next Model Year, if available, and will notify vendors accordingly. Contract approval is made typically within 120 days of the bid opening."*

Question # 13:

In reference to "Term of Award/Contract Period" section on page 6. If a Build-Out date for any 2015 Model Year vehicle occurs before a duly approved contract can be issued and the OCA elects to award the bid to the next model year vehicle will the vendor have the opportunity to quote pricing for the new/correct Model Year or will the OCA ask that vendor to honor 2015 Model Year pricing for a 2016 Model Year vehicle? Furthermore, the bid asks specifically for 2015 models. If manufacturer pricing is available for 2016 models, can we quote 2016 models?

Answers to question #13:

OCA will notify bidders if it elects to accept bids/pricing for any model year subsequent to 2015 prior to making awards, in which event such pricing will control.

Question # 14:

Is NY OCA interested in seeing pricing from other manufacturers for similar vehicles?

Answer to question # 14:

No

Question # 15:

The Chevrolet 2500 cargo vans stopped taking orders 10/23/14 so they are not available for the 2015 model year and not sure when 2016's will be built. What other vehicle would meet the SOW requirements?

Answer to question # 15:

Please see answer to question # 10.

Question # 16:

Dodge Grand Caravans, orders received after 11/14/14 won't be built until at least 5/25/14 and will be built on a first come first served basis. Is this timeline acceptable? If not, are there any other vehicles that would meet the requirement? Chrysler Town and Country?

Answer to Question # 16:

If the Dodge Grand Caravan is still built after 5/25/2015, this timeline is acceptable. No, the UCS does not want any alternative minivan substitute.

Question # 17:

A vendor may elect to supply pricing for certain vehicles and some vehicles may be omitted from the submission for varying reasons. Will this partial submission disqualify a vendor from being considered for a partial contract award?

Answer to question # 17:

No. Please see Method of Award, p. 5 of the RFB specifications:
"One or several awards shall be made by individual make and model to the lowest dollar cost, responsible bidder(s). Bidder may bid on any number of make and model."

Question # 18:

It is Enterprise Fleet Management Inc.'s intention to work with the NYS Office of Court Administration to arrive at a mutually beneficial solution regarding contract negotiations of the terms and conditions. Having Enterprise FM Trust as the lessor will enable Enterprise Fleet Management to borrow its money in the Asset-backed securitization (ABS) market, which is the best market for a leasing business to obtain its debt. Without

a Trust as the Lessor, it would not be possible to enter this debt market. Additionally, certain terms and conditions that obligate the Trust may prohibit entering this debt market. Due to this, the Enterprise Master Walkaway Lease Agreement must supersede all other agreements in order for NYS Office of Court Administration to have access to the lower funding provided by the ABS market. As our pricing will be contingent upon the successful negotiation of a lease agreement. Is it the intention of the NYS Office of Court Administration to successfully negotiate a Master Lease Agreement with the vendor awarded?

Answer to question # 18:

As indicated in Exhibit 2 of the RFB in the section, entitled, "Additional Terms," the Unified Court System (UCS) will consider additional terms, subject to its prior written approval and, where necessary, the approval of the Office of the New York State Attorney General and the Office of the New York State Comptroller. However, UCS will not agree to terms that materially alter the terms of the RFB, make a blanket pledge to "successfully negotiate" an additional agreement to the satisfaction of an awarded bidder, nor agree that a third party agreement "supersede all other agreements."

Question # 19:

On Attachment 1 page 7 Manufacturers Affidavit of Recycled Content; I am not sure if the manufacturer would either know the answers or be able to sign this document. Would it be possible to omit this form?

Answer to question # 19:

The Manufacturers Affidavit of Recycled Content is not applicable to this RFB. Please only submit pages 3 and 4 of Attachment I. See Document Enclosure Checklist.

Question # 20:

Page 29 under equipment; When we bid fleet vehicles we usually delete the Onstar and Maintenance in order to keep the costs low. Is this acceptable to you?

Answer to question # 20:

The Onstar and the Maintenance are not needed. The Unified Court System will be responsible for maintaining the cars. Per the paragraph Operation and Maintenance, pp. 30-31 of the RFB specifications.

Question # 21:

On Pg 26 Exhibit 1 Manufacturer's/Authorized Dealer's Cert.; The factory will not sign this. If the wordage was changed to "the best of their ability" or "barring acts of God", we would sign it. Situations such as strikes could affect delivery. Would you consider either changing the wordage or omitting this form?

Answer to question # 21:

Bidder may add the following the language in question 2 of Exhibit1: Manufacturer's/Authorized Dealer's Certificate, after "UCS": "the best of their ability" or "barring acts of God."