



June 13, 2023

Re: **Request for Proposal – Forklift Simulator VR Trainers**

The Kern Community College District on behalf of Bakersfield College, invites your company to submit a Proposal for the Forklift Simulator VR Trainers, for its college needs.

Key dates associated with this Request for Proposal include:

First week Advertisement of RFP	June 13, 2023
Second week Advertisement of RFP	June 20, 2023
Deadline for Proposer Questions	June 27, 2023, at 12:00 p.m.
RFP Submission Deadline	July 5, 2023, at 2:00 p.m.
Notice of Award	July 11, 2023
<i>Submitted to the Board of Trustees for Approval</i>	
Board Award Date	August 8, 2023

General Information and Specifications may be obtained at the Kern Community College District, Business Services website at <https://www.kccd.edu/current-rfp-listing> or interested bidders may register (*registration instructions attached*) at [www.publicpurchase.com](http://www.publicpurchase.com) to obtain the RFP.

If your company is not interested in responding to this bid request, please complete the “No Bid” Response Form, located in Section 11 of the attached Request for Proposal, and return the form via email to [purchasing@kccd.edu](mailto:purchasing@kccd.edu).

If you have any questions relating to this Request for Proposal offering or would like an electronic copy of the Request for Proposal emailed to you, please contact the Purchasing & Contracts Department via email at [purchasing@kccd.edu](mailto:purchasing@kccd.edu).

Best wishes,

A handwritten signature in black ink, appearing to read "Cammie Ehret-Stevens", written over a horizontal line.

Cammie Ehret-Stevens  
Purchasing & Contracts Manager



Dear Vendor,

The Kern Community College District Purchasing Department uses an online bid management system called Public Purchase. In order to begin, or continue to, receive bid notifications as a current vendor you must register with this new system. If you would like to do business with our District please complete the registration process detailed below.

### **INSTRUCTIONS**

**1. Register with Public Purchase:**

Use the link below to begin the registration process. *It can take up to 24 hours for your account to become active.* You will receive an email from [notices@publicpurchase.com](mailto:notices@publicpurchase.com) letting you know your account is activated. Be sure and add this email address to your contacts to avoid the bid notification emails being sent to your junk folder.

<https://www.publicpurchase.com/gems/register/vendor/register>

If you are already registered with Public Purchase previously please proceed directly to step 2.

**2. Register with Kern Community College District:**

A. Once you have received your activation email from Public Purchase log into [www.publicpurchase.com](http://www.publicpurchase.com) and accept the terms and conditions of use.

B. Then click on the link below to start your registration process with the Kern Community College District. Begin by selecting the NAICS Commodity Codes that relate to your business so you can receive email notifications of future bid opportunities.

<http://www.publicpurchase.com/gems/kccd,ca/buyer/public/home>

C. If, for any reason, the link below fails, you can follow the following procedure to complete the registration process:

Use the Public Purchase link in Step 1 and log in. Then click "Select Region," and "Select Agency." After selecting [Kern Community College District](#), click on the "Register with [Kern Community College District](#)" on the right hand side of the [Kern Community College District logo](#)

*It is important that this second part of the registration is complete or you will not receive notifications of upcoming quote opportunities from the Kern Community College District. It is your responsibility to keep the information up to date, particularly the contacts and email addresses.*

**Why the switch?**

Using this service will make the quoting process easier for us and our suppliers. The Public Purchase eProcurement System was designed exclusively for use by Government Agencies and their Vendors.

**Benefits to Us**

This eProcurement system is compliant with all Federal and State regulations, which determine the required procedures for Government Agency purchasing practices. This service will also create an up to date vendor database, which will be hosted on Public Purchase's servers and will allow suppliers to easily update and change their information as needed.

**Benefits to You?**

This eProcurement system will create a single location in which to view open Requests for Quotation and award information for previous RFQ's issued through the Public Purchase website. This system will also provide you with automatic notification and transmittal of bid solicitations to vendors. In addition, Public Purchase gives you access to bid opportunities with other government entities. *All of this is provided at no charge to you.*

If you need any assistance with this process, please contact Public Purchase at [support@publicpurchase.com](mailto:support@publicpurchase.com). Or use their Live Chat during business hours. It can be found in the upper left corner of the web site.

Thank you for participating in the Kern Community College District vendor registration process.

Sincerely,



Cammie Ehret-Stevens  
*Purchasing & Contracts Manager*



***REQUEST FOR PROPOSAL #BC230705***

**FORKLIFT SIMULATOR VR TRAINERS  
FOR  
BAKERSFIELD COLLEGE**

**PROPOSAL SUBMISSION DEADLINE**

Proposals submitted by 2:00 p.m.  
Date: July 5, 2023

Submit responses electronically through the Public Purchase website at [www.publicpurchase.com](http://www.publicpurchase.com).

*Proposals must be received by the due date and time to be considered.*

Delivered to: Kern Community College District  
2100 Chester Avenue  
Bakersfield, California 93301  
Attention: Purchasing & Contracts

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**1. GENERAL INFORMATION**

**1.1. Purpose**

The purpose of this Request for Proposal (RFP) is to solicit proposals for Forklift Simulator VR Trainers for the Bakersfield College Industrial Technology Department. Any resulting agreement will be between the supplier whose proposal is selected and the Kern Community College District ("District" or "KCCD").

**1.2. District Contact Person**

Submit responses electronically through the Public Purchase website at [www.publicpurchase.com](http://www.publicpurchase.com).

All questions regarding this Request for Proposal should be directed to:

Purchasing & Contracts  
Kern Community College District  
2100 Chester Avenue, Bakersfield, CA 93301  
Telephone: (661) 336-5155 | Email: [purchasing@kccd.edu](mailto:purchasing@kccd.edu)

**1.3. RFP Designations**

The following designations are used interchangeably and will apply for the purpose of this RFP:

The term "Kern Community College District," "KCCD," or "District," "Bakersfield College" or "College" as used in this RFP shall be construed to include its employees, officers, and agents at its three campuses.

The term "Vendor," "Candidate," "Supplier" or "Bidder" shall mean any company who submits a response to the RFP to fulfill the conditions and terms of this RFP.

The term "Successful Vendor," "Successful Bidder" or "Awarded Vendor" shall mean the company awarded this contract.

**1.4. Key Action Dates**

Listed below are important times and dates related to this RFP, including deadlines by which certain actions must be taken. Any changes to these key action dates will be issued as amendments to all prospective Vendors.

First week Advertisement of RFP	June 13, 2023
Second week Advertisement of RFP	June 20, 2023
Deadline for RFP Questions	June 27, 2023, at 12:00 p.m.
RFP Submission Deadline	July 5, 2023, at 2:00 p.m.
Notice of Award	July 11, 2023
	<i>Submitted to the Board of Trustees for Approval</i>
Board Award Date	August 8, 2023

## **2. SCOPE OF PROPOSED SERVICES**

The purpose of this RFP is to solicit proposals for Forklift Simulator VR Trainers. Full specifications and requirements are described in Section 4 of this solicitation.

### **2.1. Bakersfield College Profile**

Established in 1913, Bakersfield College is one of the nation's oldest continually operating community colleges. The college serves 33,000 students annually on the 153-acre main campus in northeast Bakersfield, at the Delano Campus 35 miles north of Bakersfield, the Weill Institute in downtown Bakersfield, and BC Southwest in southwest Bakersfield. We also offer classes at several alternative locations, including Shafter Learning Center 18 miles northwest of Bakersfield, Arvin/Lamont, McFarland, Olive Drive Training Facility in northwest Bakersfield, Wasco, and other community locations. Bakersfield College is one of 116 colleges in the California Community Colleges system.

Our students are diverse and represent the communities we serve, with BC holding designation as a Hispanic Serving Institution.

One of the distinguishing features of Bakersfield College is its rich history, accompanied by strong community roots. Generations of families have made Bakersfield College their preferred higher education choice. In response to the changing demographics of the surrounding community, the college strives to reflect the vibrant cultural diversity that is increasing throughout California. While Bakersfield College has a long and rich history of excellence in serving a large and diverse student body, continuing to meet the educational needs of our rapidly increasing minority community presents a significant challenge in the face of declining state resources and rapidly increasing fixed costs. Bakersfield College's student body is increasingly low-income, first-generation college, minority and academically underprepared. In response to this challenge, faculty, staff, administration and students have cooperated to leverage alternative sources of funding, such as Hispanic Serving Institution grants, to support innovative educational programming and integrated student learning opportunities.

### **2.2. Intent**

It is the intent of the District to select the proposal that best meets the needs of the College in terms of quality, functionality, suitability to purpose, service, training, warranty, price, delivery, and other factors from the respondents to this RFP to purchase Forklift Simulator VR Trainers for the Bakersfield College Industrial Technology Department. This project has a budget of \$400,000 for 10 total units, 6 stand up and 4 sit-down trainers.

This authority pursuant to Public Contract Code *Section 20111*, Education Code *Section 81645* as follows: The governing board of any community college district may contract with an acceptable party who is the one of the three lowest responsible competitive proposal(s) for the purchase, services, supplies, materials, installation, maintenance, or for any portion of the item(s) listed herein,

for the equipment for the Bakersfield College Industrial Technology Department in any manner the board deems appropriate. Proposals are to be based on the specifications provided and other requirements as instructed in this Request for Proposal.

The Vendor with the proposal deemed to be in the best interests of the College will then be used to purchase the Forklift Simulator VR Trainers.

### **3. RULES AND INFORMATION GOVERNING COMPETITIVE PROCESS**

#### **3.1. Proposal Submittal Process**

1. All information must be entered legibly in ink or typewritten. The proposal submitted must not contain any erasures, interlineations, or other corrections.
2. Proposals shall be received by District, at the address stated in this RFP, on or before the date and time required. No oral, telegraphic, telephonic, or facsimile proposals will be considered.
3. Corrections and/or modifications received after the specified closing time will not be accepted.
4. An authorized officer or employee of the responder must sign all responses.
5. Submit responses electronically through the Public Purchase website at [www.publicpurchase.com](http://www.publicpurchase.com).
6. Addenda issued by the District interpreting or changing any of the items in this RFP, including all modifications thereof, shall be responded to and incorporated in each proposal. The Vendor shall sign and date any Addenda Cover Sheet, submitting them with the proposal, or otherwise expressly acknowledge, in writing, receipt of all addenda.
7. All proposals received by the District will be considered a "Public Record" as defined in California Government Code *section 6252* and shall be open to public inspection, except to the extent of the Vendor designates trade secrets or other proprietary material to be confidential. Any documentation which the Vendor believes to be a trade secret must be provided to the District in a separate envelope or binder and must be clearly marked as a trade secret. The District will endeavor to restrict distribution of material and analysis of the proposals. Vendors are cautioned that materials designated as trade secrets may nevertheless be subject to disclosure and the District shall in no way be liable or responsible for any such disclosure. Vendors are advised that the District does not wish to receive material designated as trade secrets and requests that Vendors not supply trade secret materials unless absolutely necessary. No part of the Vendor's proposal or supporting materials will be returned and such material will become the property of the District unless portions of the materials submitted are designated as proprietary at the time of submittal and are specifically requested to be returned.



8. Interested Candidates shall register at [www.publicpurchase.com](http://www.publicpurchase.com) to upload your response electronically.
9. The submission of an electronic proposal to the District is the sole responsibility of the Vendor. Proposals will not be accepted subsequent to the date and time specified. Proposals received by the District after the specified deadline will not be considered.
10. The District may waive any immaterial deviation or defect in a proposal. The District's waiver shall in no way modify the RFP documents or excuse the Vendor from full compliance with the Scope of Work if awarded the contract.
11. The contract to be negotiated must include the following requirements, as requested by the District.

### **3.2. Proposal Validity Period**

Proposals are to be valid for a period of one hundred eighty (180) days after the deadline for receipt of proposals.

### **3.3. Withdrawal or Modification of Proposal**

Proposals may be withdrawn or modified in writing and submitted via [www.publicpurchase.com](http://www.publicpurchase.com) from the Vendor prior to the deadline for receipt of proposals. No oral withdrawals or modifications will be accepted.

### **3.4. Basis for Award**

Vendor proposals will be evaluated on factors that will measure all of the following criteria:

The overall objective of this RFP is to provide the following:

1. Contract awards will be made to the vendor whose offer provides the greatest value, in terms of suitability to purpose, quality of goods and service, training, warranty, experience, price, and ability to deliver.
2. Demonstrations of the proposed equipment configurations may be required from the most responsive vendor prior to making final selection of awards.

The basis of award will be based on evaluation of:

1. Compliance and comprehensiveness with the requirements of this RFP.
2. Ability of the vendor to offer the minimum requirements requested of this RFP.

Bidders will be evaluated on the above criteria in order to select the successful vendor which best meets the needs of the college.

After the initial evaluation, and *if deemed necessary* by the KCCD evaluation committee, vendors whose proposals are initially accepted will be offered an opportunity to give an oral presentation, provide an online demonstration of the Forklift Simulator VR Trainers and to answer questions from the evaluation committee.

### **3.5. Term**

The resulting contract and warranty are intended to be in effect for a term of one (1) year, upon delivery and acceptance of the Forklift Simulator VR Trainers, subject to the KCCD Board of Trustees approval.

### **3.6. Termination of Contract**

KCCD may elect to terminate the contract, in whole or in part, for its convenience, and such termination shall be effective thirty (30) calendar days after mailing of such Notice of Termination for Convenience to the Vendor. Thereafter, the Vendor shall have no further claim against KCCD under the contract.

The successful Vendor may choose to terminate the contract, and the Vendor must give KCCD 60 days prior written notice by sending an explanation for the termination of their contract to the Kern Community College District, Attention Mike Giacomini, Chief Financial Officer, 2100 Chester Avenue, Bakersfield, CA 93301.

The successful Vendor shall be in compliance with all Federal, State and Local laws governing this invitation to bid.

### **3.7. Issuing Office**

The Kern Community College District is issuing this Request for Proposal (RFP) through the Business Services Purchasing & Contracts Department. The KCCD Business Services Purchasing & Contracts Department is the sole point of contact regarding all contractual matters relating to the requirements described in this RFP, and is the only department authorized to change, modify, or clarify, the specifications, terms, and conditions of this RFP. All communications, including any requests for clarification, concerning this RFP shall be submitted via [www.publicpurchase.com](http://www.publicpurchase.com) prior to the deadline with a subject line: Amendments to RFP #BC230705.

### **3.8. Questions Regarding This RFP**

Vendors requiring clarification of the intent or content of this RFP, or on procedural matters regarding the Request for Proposal process, may request clarification by submitting questions via [www.publicpurchase.com](http://www.publicpurchase.com). Answers to the questions will be provided to all Vendors without identifying the submitter. Questions regarding this RFP must be submitted electronically and using the attached Bidder Inquiry Form in *Section 10* no later than June 27, 2023 at 12:00 p.m.

### **3.9. Reimbursement of Costs**

Each Vendor submitting a proposal is responsible for all costs associated with preparing and submitting a complete proposal, including costs that may be incurred in providing KCCD with additional information and making an oral presentation. KCCD is under no obligation to reimburse Vendor for any proposal costs or incur any costs on Vendor's behalf.

### **3.10. Protest Against Award**

Any vendor wishing to file a protest against this RFP document must do so in writing within 72 hours after proposals are reviewed by the committee and bidders chosen for an oral presentation, *if deemed necessary*. All protest will be taken under advisement. Any protest received after that will not be recognized.

A protest of any vendor proposal will be delivered to the Kern Community College District, Attention Mike Giacomini, Chief Financial Officer, 2100 Chester Avenue, Bakersfield, CA 93301, by certified mail or by personal delivery during normal working hours.

### **3.11. Suspension and Debarment**

The Vendor certifies, for itself and all its designated partners, that neither the Vendor, nor any designated partners are under suspension or debarment by the LEA (Local Educational Agencies) or any other governmental entity, instrumentality, or authority and, if the Vendor cannot so certify, then it agrees to submit a written explanation as an attachment to this RFP form of why such certification cannot be made. A Vendor must verify its suspension or debarment status.

### **3.12. Responsibility and Notice of Any Change**

It is the Vendor's obligation to see that the services provided are ongoing from and after the effective date of the Vendor Contract and any Purchase Order issued, through the termination date thereof. Accordingly, the Vendor shall notify KCCD and the campus or LEA, by written notification if at any time during the term of the Vendor Contract or any Purchase Order, it changes its place of business, becomes delinquent in the payment of taxes, or if it or any of its designated partners are suspended or debarred by any agency, LEA, federal government, or any other state or governmental entity. Such notification shall be made within fifteen (15) days of the date of suspension, debarment, delinquency, or change.

### **3.13. Defaults**

Default by Vendor: The District will hold the Vendor responsible for any damage which may be sustained because of failure or neglect to comply with any term or condition listed herein. It is specifically provided and agreed that time will be of essence in meeting the contract delivery requirements.

If the successful Vendor fails or neglects to furnish or deliver any of the materials, supplies or services listed herein, at the prices named and at the time and place herein stated, or otherwise fails or neglects to comply with the terms of the Vendor Contract, the District may, upon written notice to the Vendor, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is terminated in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the Vendor. The prices paid by the District

at the time such purchases are made will be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the Vendor or deducted from any funds due the Vendor.

### **3.14. Insurance Requirements**

The successful bidder selected shall furnish to the District, prior to the commencement of services, an underwriter's certificate of insurance reflecting not less than the following limits:

- a. \$2 million per occurrence for Workers' Compensation, if required.
- b. \$1 million per occurrence for Comprehensive General Liability.
- c. \$1 million per occurrence for Automobile Liability.
- d. \$1 million per occurrence for Errors and Omissions insurance.

All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of a A-, VI rating. The District, its trustees, officers, agents, and employees shall be named as additional insured on the General Liability policy. Any deviations from the requisite policy amounts and ratings must be approved by the District.

### **3.15. Hold Harmless Clause**

The successful bidder shall hold harmless and indemnify KCCD from every claim or demand which may be made by reason of:

- a. Any injury to person or property sustained by the bidder or by any person, firm or corporation, employed directly or indirectly by him upon or in connection with his performance under this bid, however caused.
- b. Any liability that may arise from the furnishing or use of any copyrighted or un-copyrighted composition, secret process or patented or un-patented invention, under this bid.
- c. The successful vendor at his own expense and risk shall defend any legal proceedings that may be brought against KCCD on any such claim or demand and satisfy any judgment that may be rendered against any of them.

### **3.16. Force Majeure**

Neither party will incur any liability to the other if its performance of any obligation pursuant to the Vendor Agreement or Purchase Order is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics, and quarantines, throughout the trade, and freight embargoes.

The Vendor shall notify KCCD orally within five (5) business days and in writing within ten (10) business days of the date on which the Vendor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the Vendor Agreement (Purchase Order) is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay if the nature of the force majeure event does not prevent Vendor from reasonably making such estimation. The Vendor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce within ten (10) business days of college campus written request such supporting documentation as KCCD may reasonably request. After receipt of such notification, the College Campus may elect either to cancel the Purchase Order or to extend the time for performance as reasonably necessary to compensate for the Vendor's delay.

In the event of a declared emergency by competent governmental authorities, the LEA by notice to the Vendor, may suspend all or a portion of the Purchase Order.

### **3.17. Declaration of Non-Collusion**

This RFP requires the Vendor to attest under the penalty of perjury that no collusion took place in providing a response to this RFP. Vendors must complete the Vendor Non-Collusion Affidavit in *Section 8* of this RFP. If a Vendor cannot answer yes to these questions, he/she/it will not be able to submit a response to this RFP.

### **3.18. Conflict of Interest**

Vendor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the District. Vendor's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other consideration which could be deemed to appear to influence individuals to act contrary to the best interest of the District.

### **3.19. Compliance With Civil Rights Law and Americans with Disabilities Act**

The Vendor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. *Section 2000* (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this RFP or under any project, program, or activity supported by this RFP.

The Vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act,

beginning with Government Code *Section 12900*, and Labor Code *Section 1735*. In addition, the Vendor agrees to require like compliance by any subcontracts employed for the services provided by him.

The Vendor hereby assures that it will comply with the Americans with Disabilities Act of 1990, 42 U.S.C. *Sections 12101 et seq.*, to ensure that disabled individuals shall be reasonably accommodated in accordance with the Act the Vendor shall not exclude from participation in, or deny the benefit of, or otherwise subject a disabled individual to discrimination under this contract, or under any project, program, or activity supported by this RFP. Vendors must complete the Certification of Non Discrimination in *Section 9* of this RFP.

### **3.20. Work Hours and Safety Standards Act**

In the performance of any purchase order under the contract, the Vendor shall adhere to and comply with all the provisions of *Section 103 and 107* of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented in the Department of Labor regulations (29 CRF Part 5).

### **3.21. MSDS Sheets**

Bidders must include a material Safety Data Sheet (MSDS) as required by California General Order 5194 for all products that contain hazardous substances with the products shipped.

### **3.22. Public Agency Clause**

Public agencies are authorized by law to purchase off of a contract awarded by an agency including all K-12 schools districts, community college districts, special districts and JPAs serving education, pursuant to Public Contract Code *Sections 20118 and 20652*. Using these statutes, the KCCD hereby declares its intent and authorization to allow any contracts awarded under this proposal to be "piggybackable" by other agencies in the state, if the awarded vendor agrees.

KCCD waives any right to receive payment from other California agencies making purchases off the awarded contract. KCCD shall incur no financial responsibility or liability in connection with the participation by another public agency. Each public agency must accept sole responsibility for its own order placement and payments directly to the awarded Vendor and should consult with legal counsel about the propriety of using the contract resulting from this RFP as a "piggyback."

## **4. GENERAL SPECIFICATIONS**

### **4.1. Requirements**

Bakersfield College Industrial Technology Department requires Forklift Simulator VR Trainers with the following product and utility requirements:

Sit down & stand-up forklift:

1. Genuine forklift controls (OEM)
2. Seat belt detection
3. Genuine steering column & dashboard
4. 24" or greater external screen (100fps)/ VR ready laptop (100 fps)
5. VR headset (85 fps or higher)
6. OSHA compliant curriculum
7. Service and support
8. Hardware warranty

Software:

1. Annual Software/Subscription
2. OSHA Compliant Training Module for at least 3 different types of trucks
3. Feature and content update
4. Maintenance, bug fixes and updates

Learning Management System:

1. Access to a cloud based LMS
2. Unlimited users

Service & Support:

1. Phone and Email support
2. Remote diagnostics

Vendor is required to provide training and the Forklift Simulator VR Trainers will need to be turnkey ready for use once delivered.

#### **4.2. Experience and References**

Proposals will be considered from experienced companies who can demonstrate the capacity to meet all of the needs stated in this RFP. The successful bidder shall be an organization that has an excellent record as a provider of Forklift Simulator VR Trainers for the type and scope of work detailed in this Request for Proposal. To illustrate this, bidders must provide as part of their response to the Request for Proposal:

1. Name and address of operating firm, names of owners or principals of firm. Also include a completed W-9, Request for Taxpayer Identification Number and Certification.
2. List and describe any claims or lawsuits that have been made against Vendor for non-performance or inadequate performance as a provider of Forklift Simulator VR Trainer.
3. A minimum of three (3) current and original letters of reference from educational clients that they have provided similar services to. Contact information for these references also required. Provide the client entity name, primary contact name and title, phone number, e-mail, and

mailing address. References must include feedback regarding your vendor client relationship, work ethic, work quality, and examples of service provided.

#### **4.3. Lead Time Requirements**

Each vendor will be required to state their lead-time requirements for ordering.

### **5. PRICING SPECIFICATIONS**

#### **5.1. Price Proposal**

The net cost to Bakersfield College shall take into consideration the various services to be provided. There shall be no separate charges, fees, handling, or other incidental costs except as otherwise provided in this Request for Proposal. All proposed work must be itemized on Bid Schedule I, *Section 12*, as some proposed project components may be selected, and others not based on cost and benefit considerations. At no time shall the contract fee be exceeded without notifying and obtaining written acceptance from the district. **Complete one Bid Schedule for each type of Forklift Simulator VR Trainer.**

#### **5.2. Unit Price**

If more than one item is being bid on, itemize each item separately with a unit price. Extensions must be carried out on each item. The District will not be held responsible for calculation errors from the bidder.

#### **5.3. Firm Pricing**

Notwithstanding *Section 5.1*, all effective prices shall be firm and not subject to increase for a period of one hundred eighty (180) days after the award of the RFP.

#### **5.4. Taxes**

Taxes should not be included in the price of a proposal item. Applicable California (County of Kern) State and Local taxes of 8.25% must be added to the total bid amount listed on a separated line of each bid submitted.

### **6. ORDERING, SHIPPING AND DELIVERY**

#### **6.1. Ordering**

To obtain bid pricing, KCCD shall only reference the applicable KCCD authorized agreement numbers on the vendor's online ordering system. No supplier bid numbers, quotes, or reference numbers are required for order placement.



## **6.2. Acceptance of Purchase Orders**

If an award is made, the Successful Vendor may receive a purchase order to furnish the awarded item(s). These purchase orders constitute the vendor's authority to make delivery. All purchase orders received by the Successful Vendor up to and including the expiration date of the resultant agreement are acceptable and must be shipped in accordance with the delivery time specified in the resultant agreement.

## **6.3. Payment**

KCCD will order the items, receive the items from the vendor and pay the vendor upon receipt of invoices.

## **6.4. Invoicing**

All invoices are to be sent directly to the specified bill-to address.

KCCD shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the purchase order; or (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address, and the Purchase Order items invoiced are received and accepted by KCCD. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the purchase order and the items actually received.

Payment should not be construed by the Successful Vendor as acceptance of the items furnished by the successful vendor. KCCD reserves the right to conduct further testing and inspection after payment, but within a reasonable time after delivery, and to reject the item(s) if such post payment testing or inspection discloses a defect or a failure to meet specifications. KCCD does not pay service charges on any invoice.

## **6.5. Delivery Requirements**

Deliveries shall be delivered to KCCD within 6 months from the date of order at the designated college, as specified on the purchase order. Completion dates of service contracts will be as specified. Time and manner of delivery are essential factors in proper performance of this RFP.

Unless otherwise specified, the Successful Vendor shall be responsible for delivery and shall pay all costs, including drayage, freight, packing, and handling. Delivery will be F.O.B., to designated College as specified and should be proposed in such a manner. Each item shall be securely and properly packed, and clearly marked as to contents. All shipments shall be accompanied by a packing slip, and KCCD purchase order number shall appear on all cases and packages. Payment for partial deliveries will not be made until the entire order has been completed, unless authorized by KCCD.

## **6.6. Shipping**

Orders must be shipped F.O.B. Destination, Freight Prepaid.

## **6.7. Delivery Times**

The Successful Vendor will establish a delivery schedule for each KCCD account. Next day delivery is expected unless an alternate agreement is made between KCCD and the Successful Vendor. Occasional Saturday delivery may be required and must be within vendor capabilities.

## **6.8. Inspection and Acceptance**

All items provided under the resultant agreement shall meet or exceed the RFP specifications and shall comply with all Federal and California State laws governing their production, handling, processing, and labeling. Inspection and acceptance of all items shall be at destination. Items found to be defective or not in accordance with the RFP specifications shall be replaced by the successful vendor at no cost to KCCD. Failure to replace said items shall be considered sufficient cause for default action under the default provision of the resultant agreement.

## **6.9. Installation**

Vendors must list whether set up or installation is required and includes relevant costs of installation in the bid.

## **6.10. Training**

Vendors must list whether training is required. If so, adequate initial customer training on-site shall be performed by installation personnel before acceptance of instrument. The Contractor shall instruct routine step-by-step maintenance procedures such as calibration, maintenance, and operational training.

## **6.11. Warranty and Service**

The contractor shall provide a minimum one-year warranty which warrants its hardware and software against defects in materials and workmanship. The Contractor will respond promptly to the district's service requests to ensure continuous system availability. Field service and maintenance shall be provided by qualified technicians who are trained to install and support the Forklift Simulator VR Trainers.

Warranty shall commence as of the date of system acceptance by the district. The contractor warrants that the system, including software and other components, does not and will not abridge or violate any patent right, copyright, or similar claim or property right.

If an annual subscription, extended maintenance, and support (for up to five years, to commence upon expiration of the initial warranty), as well as future purchase costs for equipment and accessories is required, it must be outlined in the proposal and on the Bid Schedule I, *Section 12*.

## **6.12. Damages for Late Delivery**

Liquidated damages shall be assessed and deducted from vendor's invoice at the rate of \$100 per day for the balance of items delivered after each specified due date.

**7. VENDOR STATEMENT OF INTENT**

**TO BE EXECUTED BY VENDOR AND  
SUBMITTED WITH ITS PROPOSAL**

TO THE BOARD OF TRUSTEES  
OF THE KERN COMMUNITY COLLEGE DISTRICT:

The undersigned, having become familiar with the specifications, contract conditions and requirements, and all other matters concerning the Request for Proposal and contract to be awarded, hereby offers to provide the required products and services, in accordance with its proposal and the proposed contract, subject to the terms and conditions set forth therein, all referenced material and attachments.

\_\_\_\_\_  
Vendor \_\_\_\_\_  
(Type or Print Complete Legal Name of Vendor)

**Check One:**      Sole Ownership      \_\_\_\_\_      Corporation      \_\_\_\_\_  
                         Partnership      \_\_\_\_\_      Other (Specify)      \_\_\_\_\_

By \_\_\_\_\_  
(Signature)

Title \_\_\_\_\_

IRS or Social Security No. of Vendor \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Date \_\_\_\_\_

**8. VENDOR NON-COLLUSION AFFIDAVIT**

**TO BE EXECUTED BY VENDOR AND SUBMITTED  
WITH ITS PROPOSAL**

(Name) \_\_\_\_\_, being first duly sworn, disposes and says that:

1. He or she is (*Title, or Owner, or N/A*) \_\_\_\_\_ of (*Company, or N/A*) \_\_\_\_\_, the Vendor making the foregoing proposal.
2. That the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.
3. That the proposal is genuine and not collusive or sham.
4. That the Vendor has not directly or indirectly induced any other Vendor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Vendor or anyone else to put in a sham proposal, or that anyone shall refrain from proposing.
5. That the Vendor has not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Vendor or any other Vendor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract.
6. That all statements contained in the proposal are true; and further, that the Vendor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusion or sham proposal.

IN WITNESS WHEREOF, the undersigned has executed this Non-collusion Affidavit this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Vendor \_\_\_\_\_  
(Type or Print Complete Legal Name of Vendor)

By \_\_\_\_\_  
(Authorized Signature)

Name \_\_\_\_\_  
(Type or Print)

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**9. CERTIFICATION OF NONDISCRIMINATION**

**TO BE EXECUTED BY CANDIDATE AND  
SUBMITTED WITH ITS PROPOSAL**

Candidate hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual preference, except as provided for in *Section 12940* of the California Government Code. Candidate shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with California Government Code *section 12900*.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Nondiscrimination this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CANDIDATE \_\_\_\_\_  
(Type or Print Complete Legal Name of Candidate)

By \_\_\_\_\_  
(Authorized Signature)

Name \_\_\_\_\_  
(Type or Print)

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## 10. BIDDER INQUIRY FORM

### **RFP #BC230705- Forklift Simulator VR Trainers**

Bidders should use this form to submit questions regarding the RFP. The Kern Community College District will provide a complete list of questions received along with the District's responses to all bidders who participate. Questions will be listed without reference to the source.

Name of Company:

Company Representative:

**Question(s):**

Submit questions and responses electronically through the Public Purchase website at [www.publicpurchase.com](http://www.publicpurchase.com).

# 11. "NO BID" RESPONSE FORM

## "NO BID" RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH TO SUBMIT A BID

If you do not wish to respond to this bid request but would like to remain on the Kern Community College District vendor list **for this service/commodity**, please remove this form and email to the Purchasing & Contracts Department.

Kern Community College District  
Purchasing & Contracts Department  
2100 Chester Avenue  
Bakersfield, CA 93301  
[purchasing@kccd.edu](mailto:purchasing@kccd.edu)

### RFP #BC230705- Forklift Simulator VR Trainers

_____	_____
<i>Business Name</i>	<i>Date</i>
_____	_____
<i>Mailing Address</i>	<i>Telephone</i>
_____	_____
<i>City, State, Zip</i>	<i>Contact</i>

### **REASON(S) FOR NOT SUBMITTING A BID:**



## 12. BID SCHEDULE I

### BID SCHEDULE I

Complete one Bid Schedule for each type of Forklift Simulator VR Trainer

<u>Quantity</u>	<u>Description</u>	<u>Bid Price</u>
1	Forklift Simulator- Sit Down <i>(As described in Section 4.1 "Requirements" of this solicitation)</i>	\$ _____
1	Forklift Simulator- Stand Up <i>(As described in Section 4.1 "Requirements" of this solicitation)</i>	\$ _____
1	Training Module(s) <i>(As described in Section 4.1 "Requirements" of this solicitation)</i>	\$ _____
1	Year Warranty	\$ _____
1	Service and Support	\$ _____
1	Delivery, Acceptance, Manual and Training, <i>if applicable</i>	\$ _____
1	Annual Software/Subscription, extended maintenance, and support, <i>if applicable</i>	\$ _____

Attach proposed product itemized description and pricing sheet supporting total bid price. Vendors Submitting bids without complete itemized product description and pricing will be deemed nonresponsive. Please submit an accessory price sheet for product model submitted. The accessory price sheet is for future reference and must not be included in bid price.

### ITEMIZED SHEET ATTACHMENT MUST BE MARKED "BID SCHEDULE I ITEMIZATION"

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Name and Title of Authorized Bidder:** \_\_\_\_\_

**Signature of Authorized Bidder:** \_\_\_\_\_