

SAN BERNARDINO VALLEY COLLEGE FOUNDATION

REQUEST FOR PROPOSALS

HEAVY DUTY TRACTOR TRUCK – ELECTRIC RFP 2024-03

RFP RELEASED: 4/24/2024
TECHNICAL QUESTIONS DUE: 12:00 p.m. on 5/8/2024
PROPOSALS DUE: No later than 3:00 p.m. on 5/22/2024

SUBMIT PROPOSALS TO:

San Bernardino Valley College Foundation ATTN: Michael Layne, Foundation Director 701 S. Mt. Vernon Ave., San Bernardino, CA 92410 Email: mlayne@sbccd.edu



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1.0 INSTRUCTION TO SUBCONTRACTORS

This section will provide necessary information for SUBCONTRACTORS to qualify as legally "responsive" to this Request for Proposals (RFP). This section should be reviewed carefully before attempting to respond so that proposals are not rejected on a minor technicality that could have been avoided.

1.1 NOTICE FOR INVITING PROPOSALS

Notice is hereby given that the San Bernardino Valley College Foundation (SBVCF) is issuing a Request for Proposal for a qualified vendor to provide Heavy Duty Tractor Trucks - Electric as summarized in the scope of work herein. SBVCF is pursuing the purchase of up to two vehicles. SBVCF hereby invites you (SUBCONTRACTOR) to submit a Proposal according to the terms and procedures defined herein no later than 3:00 p.m. (PDT), 5/22/2024, directed to Michael Layne, Foundation Director, at 701 S. Mt. Vernon Ave., San Bernardino, CA 92410. This RFP submission must be sent and accepted digitally by submitting the full proposal by email to mlayne@sbccd.edu.

1.2 PURPOSE

San Bernardino Community College Foundation (SBVCF) is seeking proposals from qualified vendors who can provide Heavy Duty Tractor Trucks - Electric, as summarized in the scope of work herein.

1.3 REJECTION OF PROPOSALS

SBVCF reserves the right to reject any or all proposals or any part of each proposal; to waive any irregularity in any proposal and to determine which, in its sole judgment, best meets SBVCF's needs to receive an award **after** successful contract negotiations. SUBCONTRACTOR may not withdraw its proposal for a period of **one hundred eighty** (180) days after the opening thereof.

1.4 SUBCONTRACTORS

If a subcontractor will be used by SUBCONTRACTOR to comply with any portions of this RFP, that fact must be stated in the proposal. The names of the subcontractors and their duties shall be specified in the proposal.

1.5 RFP COMPLIANCE, FORMS, AND CERTIFICATES

1.5.1 ACKNOWLEDGEMENT OF INDEMNIFICATION AND INSURANCE REQUIREMENTS

There are certain indemnifications and insurance provisions which must be included in the final agreement(s) with SBVCF. The SUBCONTRACTOR shall maintain Workers' Compensation Insurance as required by statute and shall submit a certificate of such insurance with its proposal response. SBVCF requires the following levels of coverage:

- A. Commercial General Liability including bodily injury personal injury and property damage in the amount of \$1,000,000 per occurrence, \$10,000,000 aggregate;
- B. Employer's Liability in the amount of \$1,000,000;
- C. Professional Liability in the amount of \$1,000,000;
- D. Automobile Liability, all automobiles, in the amount of \$300,000 for combined single limit.



1.5.1.1 INSURANCE POLICY REQUIREMENTS

The foregoing insurance coverage plans shall be primary and non-contributing with respect to any other insurance which may be maintained by SBVCF.

- A. All policies, except for Workers' Compensation and Employer's Liability and Professional Liability, shall be endorsed to include the San Bernardino Valley College Foundation as an additional insured and contain a Cross Liability or Severability Clause.
- B. The Workers' Compensation and Employer's Liability policies shall be endorsed to waive all rights of subrogation against SBVCF.
- C. SBVCF does not represent or warrant that the types or limits of insurance adequately protect SUBCONTRACTOR'S interest or sufficiently cover SUBCONTRACTOR'S liability. Failure by SUBCONTRACTOR to maintain the insurance coverage plans specified herein shall be considered a material breach of this Agreement.
- D. Prior to commencing work, SUBCONTRACTOR will furnish SBVCF with properly endorsed certificates of insurance acceptable to SBVCF which provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to SBVCF, sent to: San Bernardino Valley College Foundation, Attn: Michael Layne, Foundation Director, 701 S. Mt. Vernon Ave., San Bernardino, CA 92410.

1.5.2 NON-COLLUSION AFFADAVITS

Affidavits are required to be completed by the SUBCONTRACTOR declaring that the proposal is in all respects fair and without collusion or fraud. Please see Appendix A.

1.5.3 AFFIDAVIT OF CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT

SUBCONTRACTOR may designate selected portions of their proposal as confidential, such as proprietary information not publicly disclosed about their products. However, if a claim to release the confidential portion is made under the California Public Records Act, SBVCF will notify the SUBCONTRACTOR of such a claim but will not defend the SUBCONTRACTOR's rights to privacy.

1.5.4 SB 854 DIR COMPLIANCE

Bidders are advised that this contract may be a public work for purposes of the California Labor Code, which requires payment of prevailing wages. Wage rates can be obtained from the Director of the Department of Industrial Relations at http://www.dir.ca.gov/OPRL/dprewagedetermination.htm As of March 1, 2015 all contractors bidding on a public works project must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. http://www.dir.ca.gov/Public-Works.html

1.5.5 DEBARMENT CERTIFICATION

SUBCONTRACTOR must certify that its company, and its principals have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department or agency of the federal government.



1.6 CONFIDENTIALITY

The submitted proposals and Response Forms are public records subject to public disclosure pursuant to the provisions of the Public Records Act (Government Code Section 6250). SBVCF will notify the SUBCONTRACTOR of any public request for disclosure of such documents.

1.7 PROPOSAL FORMAT

SUBCONTRACTOR shall use the forms and formats used in the appendices and described herein. The use of other forms may be cause for rejection of proposals. Every effort has been made to make the entry of this information as straightforward as possible, but in a format that can be fairly evaluated for inclusion in the RFP and in the order presented in this RFP. It is the intent of this RFP and the appendices to ascertain full and complete disclosure of all costs related to the successful implementation of the products and services requested. If there are additional costs or requirements which are not covered in the RFP and appendices it is the SUBCONTRACTOR's responsibility to present that information during the RFP Window (the time following RFP release and the date the RFP Responses are due). Failure to disclose any of these costs in the RFP Response may constitute disqualification. All proposals should be submitted in the following format to enable SBVCF to fairly evaluate and compare all proposals. Failure to follow this format may constitute disqualification from consideration.

Section 1.0 EXECUTIVE SUMMARY

SUBCONTRACTORs are asked to outline briefly the entire scope of the proposal and key elements to which readers should pay particular attention.

Section 2.0 SUBCONTRACTOR PROFILE

SUBCONTRACTORs may describe in narrative form the nature and history of their company, relationships with other vendors if proposing jointly, etc.

Section 3.0 LEGAL SPECIFICATIONS

SUBCONTRACTORs may wish to clarify their responses on the legal specifications and their policies with respect to contract negotiations.

Section 4.0 PROJECT SPECIFICATIONS

SUBCONTRACTORs shall outline and describe their proposals following the scope and specifications enumerated in Section 4.0. Specific exceptions to SBVCF specifications should be described and justified here as well as any additional information the SUBCONTRACTOR feels relevant to their proposal. Paragraphs shall be numbered to follow the enumeration of Section 4.0 so as to provide the Evaluation Committee the ability to objectively score each proposal.

Appendices:

The only official response to this RFP is what is submitted on the RFP Response and the appendices included with this proposal. Ancillary and supplemental comments will be considered in the evaluation but cannot substitute or contradict responses put in the forms.

Appendix A - Non-Collusion Affidavit

No additional directions necessary. This standard form is self-explanatory.

Appendix B - SUBCONTRACTOR Profile Form & Designation of Names

This is the official signature page for the RFP Response and where pertinent information is identified.



1.8 PROPOSAL SUBMISSION

This RFP submission must be sent and accepted digitally by submitting the full proposal by email to: mlayne@sbccd.edu by the proposal due date/time: 5/22/2024 at 3 p.m. All data shall be clearly and legibly written, preferably typewritten, except for signatures. Signatures must be made in the appropriate spaces in compliance with legal requirements. Changes or erasures must be initialed by the individual signing the proposal. All blank spaces provided must have entries.

Proposals must be received clearly showing the SUBCONTRACTOR name, address and San Bernardino Valley College Foundation, Heavy Duty Tractor Trucks - Electric - RFP 2024-03. No proposals may be withdrawn after submission.

1.9 VENDOR CONDUCT

During the RFP Window (from release of this RFP to Final award), SUBCONTRACTOR is not permitted to contact any SBVCF employees or members of the SBVCF Board unless at the request of SBVCF's designated contact person found on the title page of this RFP or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute disqualification.

1.10 QUESTIONS REGARDING THIS RFP

Any administrative or technical questions concerning the requirements presented in this RFP must be directed to the contact on the title page of this RFP via e-mail. Technical questions must be submitted to Michael Layne, Foundation Director no later than 12:00 p.m. 5/8/2024 – mlayne@sbccd.edu. The Evaluation Committee will draft responses to be posted as Addenda.

1.11 CONTRACT DOCUMENT

SUBCONTRACTOR may propose contract language and submit existing rental contract terms and conditions. Contract documents are subject to negotiation and acceptance by SBVCF.

1.12 EVALUATION

The SBVCF Evaluation Committee will review proposals and determine those that are responsive. The Evaluation Criteria include, but are not limited to, the following:

A. Responsive:

- a. Compliance with Required Forms and Certificates,
- b. Adherence to the RFP Response Forms and format,
- c. Complete consideration of all project specifications,
- d. Complete cost proposal

B. Responsible:

- a. Sufficient references for which similar types of services had been provided.
- b. Proof of financial stability and viability,
- c. Experience of the firm and assigned personnel with the services proposed,
- d. Resources that demonstrate adequate capacity to perform services proposed

C. Proposal:

- a. Value and quality of services to be rendered,
- b. Demonstrated knowledge of legal requirements,
- c. Work plan in conformity with scope of project,
- d Fees and costs



In the event a single proposal is received, SBVCF may conduct a separate cost analysis of the proposal. Where it is not possible to obtain a valid cost analysis, it may be necessary for SBVCF to conduct an independent cost analysis of the proposal price.

1.13 COST OF PROPOSAL DEVELOPMENT

SBVCF disclaims any financial responsibility for, and SUBCONTRACTOR shall be solely responsible for, any costs incurred by the SUBCONTRACTOR in responding to this RFP, whether or not it is the successful SUBCONTRACTOR, including the costs for bonding, legal costs for any reason, visitation/travel expenses, reproduction, postage and mailing, and the like.

1.14 RFP INTERPRETATION AND ADDENDA

Any changes, clarifications, or other interpretations regarding this RFP may be sent by SBVCF to each SUBCONTRACTOR who has received or requested an RFP and in addition, will be posted on the applicable website. These Addenda will become part of the RFP and will be included by reference in the Final contracts between the SUBCONTRACTOR(s) and SBVCF.

1.15 AWARD

As explained above, any award is subject to successful contract negotiations between SBVCF and the selected SUBCONTRACTOR. Selection as the Preferred SUBCONTRACTOR is not an award and the process will be concluded with the execution of the final agreement(s) with the SUBCONTRACTOR concerned pursuant to Governing Board authorization.

The final Agreement(s) shall be signed by the successful SUBCONTRACTOR and returned, within ten (10) working days after the Agreement has been mailed or otherwise delivered to SUBCONTRACTOR. No Agreement shall be considered as in effect until it has been fully executed by all of the parties thereto. Failure to execute the Agreement within ten (10) working days after the Agreement has been mailed or otherwise delivered to the successful SUBCONTRACTOR shall be just cause for the cancellation of the award. Award may then be made to an alternative SUBCONTRACTOR (selected by the Committee), or the proposal may be re-advertised as SBVCF may decide.

1.16 INDEMNIFICATION

CONTRACTOR agrees to indemnify, save and hold SBVCF, its officers, agents and employees harmless from any liability for any claims, accusations, or suits at law or in equity, or in any administrative proceeding, that may be brought by third persons on account of personal injury, death, or damage to property, or a property of business or personal interest, or for any fine, forfeiture or civil penalty arising from any act or omission by CONTRACTOR, its officers, agents, or employees while performing operations under the Agreement.

SBVCF agrees to indemnify, save and hold CONTRACTOR, its officers, agents and employees harmless from any liability for any claims, accusations, or suits at law or in equity, or in any administrative proceeding, that may be brought by third persons on account of personal injury, death, or damage to property, or a property of business or personal interest, or for any fine, forfeiture or civil penalty arising



from any act or omission by SBVCF, its officers, agents, or employees while performing operations under the Agreement.

The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement.

1.17 NOTICE OF SUIT OR ACTION FILED

The SUBCONTRACTOR shall give SBVCF immediate notice of any suit or action filed or prompt notice of any claim made against SBVCF arising out of the performance of this contract. The SUBCONTRACTOR shall furnish immediately to SBVCF copies of all pertinent papers received by the SUBCONTRACTOR. If the amount of the liability claimed exceeds the amount of insurance coverage, the SUBCONTRACTOR shall authorize representatives of SBVCF to collaborate with counsel for the insurance carrier, if any, in setting or defending such claim.

1.18 PROHIBITED INTEREST

No Board member, officer, or employee of the SBVCF or of a local Public Body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. If any such interest comes to the knowledge of any party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (Sections 490-497) of the Government code of the State of California.

1.19 FINAL CONTRACT

The following documents are considered part of the final agreement:

- A. The final agreement between SBVCF and the SUBCONTRACTOR(s);
- B. All schedules, implementation plans, service descriptions, and the like developed during the proposal evaluation phase for inclusion in the Final agreement;
- C. The SUBCONTRACTOR proposal in total, including all addenda and attachments;
- D. This RFP as originally released, with Appendixes, Exhibits, and any addenda released prior to proposal opening;
- E. RFP Response and any addenda released prior to proposal opening.

SBVCF may terminate any resulting Agreement(s) for convenience at any time by giving the SUBCONTRACTOR written notice thereof. Upon termination, SBVCF shall pay the SUBCONTRACTOR his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by SBVCF to effect such termination. The effective date of termination shall be the date of Notice of Termination.



1.20 TIMELINE

The anticipated timeline, subject to change, for the complete process is as follows:

| <u>Event</u> | Tentative Date |
|--|-----------------------|
| RFP Release – Response Window Opens | 4/24/24 |
| Technical Questions Due | 5/8/24 |
| Proposals Due – Response Window Closes - 3:00 pm | 5/22/24 |
| Preferred Vendor selected, contract negotiated and awarded | 6/5/24 |
| Contract subject to SBVCF Board approval | 7/1/24 |

2.0 PROFILE

The San Bernardino Valley College Foundation supports San Bernardino Valley College (SBVC) through strategic fundraising and development to advance the goals and mission of the College. Founded in 1916, SBVC serves the San Bernardino Valley and the Inland Empire as a key resource for job and career training, life style enrichment and community service, and economic development. Located in San Bernardino, CA, with a population of over 220,000, it is one of the California's most historic cities. SBVC students have opportunities to work with the region's top businesses, with government agencies, and with a variety of innovative organizations.

With a robust enrollment of more than 18,000 students, SBVC is the oldest and one of the largest community colleges in the region. Under the its leadership, SBVC is aggressively pursuing new facilities and new programs in support of the job training, healthcare, and environmental needs of the community.

With a stated focus on serving the San Bernardino community, SBVC strives to be the institution of high learning synonymous with excellence in career and vocational training in the fine and liberal arts, culinary arts, allied health sciences, and environmental technologies. To that end, SBVC advocates a transformative educational experience, teaching students to be productive and beneficial citizens.

SBVC Foundation is organized for the benefit of San Bernardino Valley College, a public institution and is a tax-exempt organization under Internal Revenue Code Section 501(c)(3). San Bernardino Valley College is the largest college within San Bernardino Community College District.

3.0 LEGAL SPECIFICATIONS

SUBCONTRACTOR may propose contract language and submit existing sales contract terms and conditions. Contract documents are subject to negotiation and acceptance by SBVCF.

4.0 PROJECT SPECIFICATIONS

This section will provide necessary information regarding the specifications SBVCF shall



expect outlined and described in a successful bid/proposal. Vendor shall provide its bid/proposal of products and services on its own proposed cost matrix. Vendor shall propose equipment and services detailed below or comparable equipment and services which meet the identified specifications.

General Specifications

Heavy Duty Tractor Truck – Battery Electric to contain the following product technology:

Engine
340 KW Electric Motor
250 KW Charging Power
565 KWH Total Energy Storage

Transmission 2 Speed

Front Axle 14,000 lbs

Rear Axle 23,000 lbs

Passive Safety System

Wheel Base 220"

Seats Leather, Climate controlled

Warranty

Maintenance Contract

Freight/Delivery/Preparation

Sales tax included in pricing – delivery address: 1010 Grant Avenue, Colton CA 92324

State of California Department of Motor Vehicles registration, title, and licensing (exempt plating).

Equipment must comply with the current State & Federal regulations and must be legal to use on State and Federal highways and compliant with vehicle codes.

The specifications are intended to describe the type, size, and quality of equipment, which will best meet the requirements of the SBVCF. It is not intended to favor any one brand or make. The mention herein of any particular name of equipment or material merely serves to specify the quality of the general type that is required.



Vendors offering substitutions shall state these exceptions in their proposal or by attachment as part of the bid. Any exceptions maybe accepted or rejected by SBVCF. The absence of such specified exceptions shall indicate that the vendor has not taken exceptions and SBVCF shall hold the vendor responsible for performing in strict accordance with the provisions of this RFP.

4.1 PROPOSED COST MATRIX & REFERENCES FORM INSTRUCTIONS

CONTRACTOR shall submit a cost matrix of their own choosing which accurately represents the specifications listed and also complete the references form below.

Proposed costs for each group shall include any applicable shipping charges, warranty and maintenance services described, and applicable sales tax, calculated at 8.75% of the taxable value. Delivery shall be made to: 1010 Grant Avenue, Colton CA 92324. Actual date of delivery shall be agreed to by SBVCF and CONTRACTOR upon award of this bid.

CONTRACTOR shall provide three references of recent customers on the appropriate form below. References shall include the customer name, address, contact name, contact phone number, and contact email.

REFERENCE FORM

| 1. Customer Name: | |
|------------------------------------|--|
| Address: | |
| Contact Name, Phone Number, Email: | |
| 2. Customer Name: | |
| Address: | |
| Contact Name, Phone Number, Email: | |
| 3. Customer Name: | |
| Address: | |
| Contact Name, Phone Number, Email: | |
| | |

END OF BID DOCUMENT



Appendix A

Non-Collusion Declaration

STATE OF CALIFORNIA

| I am the | of | _, |
|-----------------------------------|--|--------|
| (Title) | (SUBCONTRACTOR Name) | |
| the party making the foregoing I | oid. | |
| The bid is not made in the inter | est of, or on behalf of, any undisclosed person, partner | ship |
| company, association, organiza | ition, or corporation. The bid is genuine and not collusiv | /е о |
| sham. The bidder has not direct | ly or indirectly induced or solicited any other bidder to pu | t in a |
| | as not directly or indirectly colluded, conspired, connive | |
| | e else to put in sham bid, or to refrain from bidding. The bi | |
| | tly or indirectly, sought by agreement, communication | |
| | the bid price of the bidder or any other bidder, or to fix | |
| | nt of the bid price, or that of any other bidder. All statem | |
| | e bidder has not, directly or indirectly, submitted his or he of, or the contents thereof, or divulged information or | |
| | ation, partnership, company, association, organization | |
| | agent thereof, to effectuate a collusive or sham bid, and | |
| | erson or entity for such purpose. | |
| | | |
| | ration on behalf of a bidder that is a corporation, partner | |
| | npany, limited liability partnership, or any other entity, he | |
| behalf of the bidder. | full power to execute, and does execute, this declaration | 11 01 |
| belian of the bluder. | | |
| I declare under the penalty of | perjury under the laws of the State of California that | t the |
| foregoing is true and correct and | d that this declaration is executed on day o | f |
| , 20_ | at . | |
| | (City, State) | |
| Signed: | | |
| olgilou. | <u> </u> | |



Appendix B

Contractor Profile Form & Designation of Names

| CONTRACTOR Name: |
|--|
| DUE NO LATER THAN 3:00 P.M. PST on 5/22/2024 |
| In response to SBVCF's Notice Inviting Proposals for Heavy Duty Tractor Truck - Electric - RFP 2024-03, the undersigned submits this firm offer to: |
| SBVCF RFP # 2024-03, Heavy Duty Tractor Trucks - Electric Attn: Michael Layne, Foundation Director 701 S. Mt. Vernon Ave., San Bernardino, CA 92410 |
| mlayne@sbccd.edu |
| Section 1: Designation of Names |
| Person Responsible for Bid: |
| Street Address: |
| SBVCF, State & Zip: |
| Telephone: Fax: |
| Email: |
| Business Type: TIN: (Corporation, Sole Proprietorship, etc.) (EIN or SSN) |
| Section 2: Bid |
| CONTRACTOR must enter a fixed price for each Unit Price item in the space(s) provided on the next page of the Bid Form <u>if applicable</u> . Bidder's unit prices shall include all labor, materials, tools, equipment, overhead, profit, and all other direct and indirect costs and expenses to produce and deliver as required. Prices must be net including discounts. |
| I, of |
| I,, the undersigned, the of (Type/Print Name) (Title) |
| , hereby declare that I am duly authorized to execute this Bid |
| (Name of Company) Form; that I have carefully examined the requirements of this Bid; acknowledge receipt and incorporation of the following Addenda,; that this Bid Form constitutes a firm offer to SBVCF that if awarded, all prices shall remain effective as required on this Bid Form; and that, under penalty of perjury under the laws of the State of California, to the best of my knowledge and belief, the information contained in this Bid Form is true and correct. |