



HARTNELLCOLLEGE

**REQUEST FOR PROPOSAL FOR
ADVANCED DIESEL TECHNOLOGY
RFP No. 2022-01**

Date issued: March 23, 2022

Proposals due: April 15, 2022

Administrative Services Department
411 Central Avenue
Salinas, CA 93901
Phone: 831-755-6995 Fax: 831-759-6047

TABLE OF CONTENTS

I.	INTRODUCTION.....	3
II.	GENERAL INFORMATION.....	3
III.	PROJECT DESCRIPTION.....	4
IV.	QUALIFYING SPECIFICATIONS.....	4
V.	SUBMISSION OF PROPOSALS.....	4
VI.	EVALUATION AND AWARD PROCESS.....	5
VII.	NONDISCRIMINATORY EMPLOYMENT PRACTICES.....	5
VIII.	LICENSES & ASSURANCES.....	6
IX.	PUBLIC LIABILITY AND DAMAGE INSURANCES.....	6
X.	INDEMNIFICATION.....	6
XI.	AGREEMENT.....	7
XII.	BIDDER AS INDEPENDENT CONTRACTOR.....	7
XIII.	ASSIGNMENT.....	8
XIV.	GOVERNING LAW.....	8
APPENDIX A.	NON-COLLUSION AFFIDAVIT.....	9



REQUEST FOR PROPOSALS (RFP) ADVANCED DIESEL TECHNOLOGY

I. INTRODUCTION

The Hartnell Community College District invites proposals for the project titled, Advanced Diesel Technology. Proposals must be submitted in accordance with specifications and conditions contained herein. The District reserves the right to reject late proposals, any and all proposals, or waive any irregularities or informalities during the Request for Proposal process. No proposal may be withdrawn for a period of thirty (30) days after the closing date for submission.

1.1. TIMELINE

RFP Available	3/23/2022
Conference (for Q&A) https://cccconfer.zoom.us/j/7744304666	4/11/2022 at 9:00am
Deadline for Submitting Response to RFP Screening and evaluation begins	4/15/2022 at 5:00pm
Selection of Qualified Firm	4/18/2022
Recommendation to the Board of Trustees for Approval of Agreement	5/3/2022
Anticipated Award	5/4/2022

II. GENERAL INFORMATION

Hartnell College is one of the oldest institutions of higher education in California. Founded in 1920 as Salinas Junior College, the school was renamed Hartnell College in 1948, and the Hartnell Community College District (HCCD) was established the following year. The HCCD serves over 17,000 students annually through its Main Campus in Salinas, the Alisal Campus in East Salinas, the King City Education Center, and various outreach learning centers throughout the Salinas Valley. Hartnell College, a Hispanic Serving Institution, provides workforce training, basic skills courses, and prepares students for transfer to four-year colleges and universities. Hartnell College is recognized for its innovative public and private partnerships that support world-class STEM education, career technical education, fine and performing arts, humanities/social sciences, nursing/healthcare, and athletics. We are proud to be the winners of the 2015 Innovation Award for CSin3 – a Computer Science degree in three years.

The Advanced Diesel Technology program is designed to provide students with the skills and knowledge required to succeed as technicians in the heavy-duty diesel equipment, transportation and agriculture industries, or related industries. The curriculum provides both theoretical and hands-on learning experiences that provide students with the opportunity to apply the learned skills in a variety of different areas. Diagnosis and repair procedures performed on heavy-duty diesel equipment enable students to develop the skills required for employment in the heavy-duty diesel technology industry.

Upon successful completion of the Advanced Diesel Technology program, a student should be able to:

- accurately complete work orders that relate to equipment/engines/motors manifesting problems, suggest corrective actions, and complete repairs
- apply knowledge of personal and environmental safety practices to promote a safe work environment, and environmental responsibility.

- research applicable equipment and service information using heavy-duty equipment manuals in print and electronic formats, pertinent websites, and diagnostic equipment to identify, analyze, and correct problems of all major heavy-duty equipment systems.

III. PROJECT DESCRIPTION

HCCD, commonly called Hartnell College, is issuing this RFP (Request for Proposals) to heavy duty truck companies to provide written quotes for pricing on heavy-duty diesel equipment for Hartnell College's Advanced Diesel Technology program. This equipment will be used to provide teaching/training for Career and Technical Education and Workforce development programs. Specifically, it will provide training for associates degrees and certificates, and enhancement of technical training programs for Hartnell students. Advanced Diesel Technology equipment will increase the efficiency of the workforce by providing more relevant training for today's diesel industry employers.

IV. QUALIFYING SPECIFICATIONS

This project will require the heavy-duty diesel equipment to have the following minimum qualifications:

- Operational transportation type trucks that are 2014 or newer that meet current California emission standards
- Diesel engine
- Air brakes system

Preferred equipment specifications:

- Short wheelbase
- Variety of equipment manufacturers
 - Example: 1 Freightliner, 1 Mack, 1 Volvo
- Variety of drive types
 - Example: Four-wheel drive, automatic or manual transmission
- Manuals to perform maintenance on the vehicles to use for training
 - Example: workshop manuals, diagnostic manuals

V. SUBMISSION OF PROPOSALS

The District invites your response to this RFP to provide the desired equipment as listed in Section IV, above. All proposals should include the following and any other documents in support of the proposals:

- Vendor's complete name, business address, telephone number, email address, the contact's name and contact information, including the email address of the individual the District should contact regarding this proposal.
- A description of the Operator, including, but not limited to, names of principals, number of employees, firm's longevity, client base, areas of specialization; and, any other pertinent information to assist evaluators to understand the overall capability, stability, resources, of the organization.
- Formal, written quote for Advanced Diesel Technology including shipment, installation, and any relevant state/federal taxes, as well as warranty, operations training and any other relevant information.
- Three references for which Vendor has provided same or similar services within the past five years. Include the organization name, address and the contact person's name and telephone number. Describe the scope of the project.

- A narrative statement that illustrates the Vendor’s understanding of all aspects of this project and an indication of any strengths or unique expertise the firm would bring to the project and potential benefits to the District.
- All costs of proposal preparation shall be paid for by the applicant. HCCD shall not, in any event, be liable or responsible for any pre-contractual expenses incurred by the Operator in the preparation and/or submission of the proposal. The Operator shall not include any such expenses as part of the budget in the proposal.

Submit proposals electronically to:

Clint Cowden
 Dean of Clint Cowden, Dean of Career Technical Training and Workforce Development
Email: ccowden@hartnell.edu
 1752 E. Alisal St.
 Salinas, CA 93905
 Phone: 831-755-6960

**** The subject line must clearly state: “Proposal Attached – Advanced Diesel Technology” ****

VI. EVALUATION AND AWARD PROCESS

This award shall be granted on the basis of best value and the service most advantageous to the HCCD considering, but not limited to factors such as:

- Comprehensiveness of proposal
- Cost of providing
- Cost of servicing and maintaining
- Cost of supplies and equipment
- Costs associated
- Depth of training potential for instructors and students
- Speed of on-call customer service
- Business experience and reputation

The RFP Selection Committee will make its recommendation to Superintendent/President of HCCD. Staff will notify the successful Operator of the intention to enter into a successful agreement upon completion of visual inspection.

VII. NONDISCRIMINATORY EMPLOYMENT PRACTICES

It is the policy of the Hartnell Community College District that no person shall be discriminated against in any employment procedure on the basis of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (including cancer), age, marital status, or sexual orientation. Both parties will ensure that the evaluation and treatment of their employees and all persons requesting and receiving services, are free from such discrimination and harassment.

This policy is in compliance with the United States Civil Rights Act of 1964, as amended; Title IX of the Higher Education Amendments of 1972; the California Fair Employment and Housing Act of 1959, as amended; and the Age Discrimination in Employment Act of 1963, as amended. The District will make reasonable accommodations for the handicapped as required by Section 504 of the Rehabilitation Act of 1973 and by the Americans with Disabilities Act of 1990 (ADA).

To violate this Agreement would constitute cause by which the contract could be immediately terminated by the District.

VIII. LICENSES & ASSURANCES

Successful proposer will assure that the required licenses or expertise to perform all of the services will be maintained in order to perform all agreed upon services pursuant to this Agreement. Appropriate or required licensure will be maintained in full force and effect during the term of the Agreement. Upon request, successful proposer and employees providing services under the Agreement will comply with fingerprinting or other security requirements as deemed necessary by the District.

IX. PUBLIC LIABILITY AND DAMAGE INSURANCES

Throughout the term of this Agreement and any extension thereof, Contractor, at Contractor's expense shall maintain an insurance policy issued by an insurance company satisfactory to and in a form approved by the Chief Business Officer, Hartnell Community College District. Said insurance company shall have a policyholder's surplus of at least ten (10) times the amount of the liability coverage under said policy. Said policy shall afford liability insurance coverage of Contractor's operations, including but not limited to, premises, products, and personal injuries. Said policy shall be expanded to include contractual liability assumed under the Agreement with respect to bodily injuries, personal injuries, and property damage. Policy shall include the Hartnell Community College District, its Board of Trustees, officers, employees, and agents as additional insured and shall stipulate that no other insurance affected by District will be called on to contribute to a loss covered thereunder. Said policy shall cover loss or liability for damages for bodily injury, personal injury, death, or property damage for a single limit of not less than One Million Dollars (\$1,000,000) applying to bodily injuries, personal injuries, and damages in any one occurrence.

Policy shall provide that written notice of cancellation or of any material change therein, shall be delivered to Administrative Services, Hartnell Community College District, 411 Central Avenue, Salinas, CA 93901, by the issuing company within thirty (30) days in advance of the effective date thereof. Contractor shall increase the aforesaid limit upon the written demand of the Chief Business Officer of the District provided that such increase is found reasonable and necessary by the District.

A certificate of insurance showing the required coverage and the endorsement of additional insured shall be delivered to the District prior to the Contractor's commencing service of this Agreement. On the renewal anniversary of said policy, if the term of the Agreement has been extended, District will accept a certificate of insurance from the insurance company indicating that the policy has been renewed without change.

X. INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the District, its Board of Trustees, officers, employees, and agents from any and all claims, loss, damage, injury, and liability of every kind and nature including those from or on behalf of employees of the Contractor, arising directly or indirectly from Contractor's performance of this Contract, including but not limited to the use of facilities or equipment provided by District or others, regardless of the active or passive negligence of whether liability without fault is imposed or sought to be imposed on District, its Board of Trustees, officers, employees, and/or agents except to the extent that such claim, loss, damage, injury, or liability is the result of the sole negligence or sole willful misconduct of District, its Board of Trustees, officers, employees, and/or agents. Contractor specifically acknowledges and agrees that it has an independent obligation to defend the District, its Board of Trustee, officers, employees, and agents from any claim which actually or potentially falls within this indemnification provision even if such claim is or may be groundless, fraudulent, or false.

XI. AGREEMENT

It is understood and agreed that if written notice of the acceptance of this proposal is delivered to the undersigned after the opening and within the time this proposal is required to remain open, or at anytime thereafter, the Contractor will execute and deliver to the District a signed Agreement in duplicate which is to be provided by the District and that the contract shall commence by the Contractor on the date stated in the Agreement.

(a) Default and Termination

Either party shall have the right to immediately terminate the Agreement prior to expiration upon a material breach of the terms or conditions as specified if not cured within thirty (30) days after written notice of the breach to the breaching party and shall be determined a material default. The rights of termination are not exclusive and are in addition to any other rights available to either party in law or equity.

(b) Confidentiality

Except as may otherwise be required by law or legal process, neither this proposal nor the final Agreement terms and conditions shall be disclosed to any third party.

(c) Assignment

Neither the successful Contractor nor the District will assign, subcontract, or transfer any of its rights or obligations under the Agreement to a third party without prior written consent of the other party.

(d) Insurance

The successful Contractor shall maintain Workers' Compensation self-insurance in compliance with the provision of the Labor Code of the State of California and during the full term of the Agreement, will continue to provide Workers' Compensation insurance for all their employees.

(e) Hold Harmless

District agrees to defend, indemnify, and hold harmless Contractor, its officers, agents, and employees from and against any and all liability, loss, expense, attorney's fees, or claims for injury, death, or damages arising from or as a result of the negligent or intentional acts or omissions of District in the performance of this Agreement.

The successful Contractor agrees to defend, indemnify, and hold harmless District, its Board members, officers, agents, and employees from and against any and all liability, loss, expense, attorney's fees, or claims for injury, death, or damages arising from or as a result of the negligent or intentional acts or omissions of Contractor in the performance of this Agreement.

(f) Entire Agreement

The Agreement entered into by the successful Contractor and the District shall contain the entire understanding and agreement between the two parties and supersedes all other Agreements between the parties respecting such.

(g) Amendment

Any Amendment to the Agreement entered into by the Contractor and the District shall be in writing only and signed by both parties.

XII. BIDDER AS INDEPENDENT CONTRACTOR

It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the parties. It is understood that this Agreement is by and between independent contractors. As such, District shall not be responsible for payment of unemployment insurance, workers'

compensation insurance, Social Security or Medicare taxes or contributions of Federal or State income tax withholding for or on behalf of Contractor or any of Contractor's sub-contractors.

XIII. ASSIGNMENT

This Contract or any interest therein may not be assigned without prior approval of the District.

XIV. GOVERNING LAW

Any Agreement or Contract between the District and Contractor shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of said Agreement or Contract shall be in Monterey County, California.

APPENDIX A

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY FIRM AND SUBMITTED WITH PROPOSAL

STATE OF CALIFORNIA

COUNTY OF _____

I, _____ (printed name), being first duly sworn, state that I am the _____ (title) of _____ (Firm Name), the party submitting the foregoing response.

In connection with the response, the undersigned declares, states, and certifies that:

1. The response is not made in the interest of, or on behalf of, any disclosed person, partnership, company, association, organization, or corporation.
2. The response is genuine and not collusive or sham.
3. The firm has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other respondent or anyone else to put in sham response, or to refrain from responding.
4. The firm has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price, or that of any other respondent, or to fix any overhead, profit or cost element of the response price or that of any other respondent, or to secure any advantage against the public agency awarding the contract or of anyone interested in the contract.
5. All statements contained in the response and related documents are true.
6. The firm has not, directly or indirectly, submitted a rate(s) 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 person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham response.

Executed this _____ day of _____, 2022, at _____, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature

Address

City, State, ZIP

Printed or typed name

Phone Number

-End of Request for Proposal-