REQUEST FOR PROPOSAL # DO140506

WEB-BASED PARKING PERMIT MANAGEMENT SYSTEM
FOR
KERN COMMUNITY COLLEGE DISTRICT

PROPOSAL SUBMISSION DEADLINE

Proposals submitted by 2:00 p.m.
Date: May 6, 2014

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: Cammie Ehret-Stevens
# TABLE OF CONTENTS

1. GENERAL INFORMATION .................................................................................................................. 2
2. SCOPE OF PROPOSED SERVICES ..................................................................................................... 3
3. RULES AND INFORMATION GOVERNING COMPETITIVE PROCESS .............................................. 5
4. GENERAL SPECIFICATIONS ............................................................................................................... 13
5. PRICING SPECIFICATIONS ............................................................................................................... 14
6. ORDERING, SHIPPING AND DELIVERY .......................................................................................... 14
7. VENDOR STATEMENT OF INTENT ................................................................................................. 16
8. VENDOR NON-COLLUSION AFFIDAVIT ......................................................................................... 17
9. CERTIFICATION OF NONDISCRIMINATION ................................................................................. 18
10. BIDDER INQUIRY FORM ............................................................................................................... 19
11. “NO BID” RESPONSE FORM ....................................................................................................... 20
1. GENERAL INFORMATION

1.1. Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals that provide a parking permit design, manufacture, distribution and management system to be used by the colleges of the Kern Community College District. 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

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

Cammie Ehret-Stevens, Purchasing Coordinator - (661) 336-5155
Kern Community College District
2100 Chester Avenue
Bakersfield, CA 93301

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," "Kern CCD," "KCCD," "District," "Bakersfield College" or "College"; "Porterville College", or "Cerro Coso Community College", as used in this RFP shall be construed to include its employees, officers and agents at its District Office and campuses.

The term "Vendor," "Candidate," "Supplier," "Bidder" or "Consultant" 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. All times stated are Pacific Standard Time (PST).

First week Advertisement of RFP  April 17, 2014
Second week Advertisement of RFP  April 24, 2014
Deadline for RFP Questions  April 29, 2014 at 12:00 p.m.
RFP Submission Deadline  May 6, 2014 at 2:00 p.m.
Notice of Award  June 12, 2014
Submitted to the Board of Trustees for Approval  June 12, 2014
Board Award Date  June 15, 2014
Anticipated Commencement Date  June 15, 2014
2. SCOPE OF PROPOSED SERVICES

The Kern Community College District is seeking a successful vendor to work collaboratively with the colleges to design and manufacture customized parking permits and set-up a web-based parking permit distribution and management system.

2.1. Kern CCD Profile

Kern Community College District (KCCD) services communities over 24,800 square miles in parts of Kern, Tulare, Inyo, Mono and San Bernardino counties through the programs of Bakersfield College, Cerro Coso Community College and Porterville College.

KCCD is geographically one of the largest community college districts in the United States, serving 26,000 students. Our students represent a diversity of religions, economic backgrounds, sexual orientations, abilities and ethnicities.

While the Kern Community College District was established as a separate entity in 1968 to respond to the changing needs of our communities, education services have been provided to residents for many years at Bakersfield College since 1913; at Porterville College since 1927; and in the Ridgecrest area since 1951 by what is now Cerro Coso Community College. All three colleges are proud members of the California Community College System and are accredited by the Western Association of Schools and Colleges.

Today, education centers and sites in Delano, downtown Bakersfield, the Mammoth/Bishop area, Edwards Air Force, and the Kern River Valley offer additional convenient, localized instruction for thousands of residents. KCCD’s commitment to distance learning and other technological advances is creating increasing opportunities for education through the internet, satellite, and cable television to individuals across our broad service area and beyond.

I. Bakersfield College

Bakersfield College was founded in 1913 by the Kern Union High School Board of Trustees with a first-year enrollment of 13 students. Bakersfield College spent its first 43 years on the Bakersfield High School campus, steadily growing in enrollment and stature. College operations were transferred to the present 153-acre main campus on Panorama Drive in 1956 with 1400 students and 89 faculty members. Bakersfield College is located 118 miles north of Los Angeles and 111 miles south of Fresno, in the Southern San Joaquin Valley of Central California. Bakersfield College is one of 112 colleges in the California Community Colleges system.
II. Porterville College

Porterville College is located in Porterville, California, and serves students and communities in the central valley. Porterville is within three hours commuting time to the seashores of the Pacific, the metropolitan Los Angeles area, and the San Francisco Bay Area. The population of the Porterville urban area is approximately 54,000 persons and that of the surrounding service area is 110,000 persons. Porterville provides a quality of life that includes inexpensive housing, outdoor recreation, excellent elementary and secondary schools, and friendly neighbors. Porterville serves as a gateway to a vast mountain wonderland and recreational area of the Sequoia and Kings Canyon National Parks. The high alpine wilderness is home to awe-inspiring giant sequoias, immense mountains, deep canyons and over 200 caverns.

III. Cerro Coso Community College

Cerro Coso Community College is one of three colleges in the Kern Community College District. The College is charged with the responsibility of providing educational opportunities for the widely separated desert, mountain, and valley communities within a sweeping 18,000 square mile, four county, region of eastern California. Cerro Coso’s service area includes a population base of just over 85,000 individuals. The College officially opened in the fall of 1973, and within the year began expanding its service area to include the present region. Cerro Coso, as an institution, has a long history of valuing students as individuals with unique capabilities and needs and a teaching-learning process that motivates students towards excellence.

2.2. Intent

The Kern Community College District is seeking qualified vendors who design and manufacture customized parking permits, provide permit distribution services, and offer a web-based parking management system. The successful vendor will work closely with representatives of the colleges to customize their permit ordering websites to closely align with the individual college identities. It is the intent of the Kern Community College District to select the proposal deemed to best meet the needs of the colleges in the district, including quality of permit and design, ease of system use, pricing, customer service, and other factors. The vendor with the proposal deemed to be in the best interest of the district will then enter into negotiations for a contract. The resulting agreement will cover the parking permit design, manufacture, distribution, and management services for the Kern Community College District. It is also the intent of the Kern Community College District to enter into a contract and work collaboratively with the successful vendor for the duration of the contract.
2.3. **Service Required**

The Kern Community College District is seeking proposals from vendors to provide a complete parking permit management solution. KCCD is seeking a vendor that designs, manufactures, and distributes parking permits as well as provides a complete permit management system. The goal is to have a vendor-hosted, web-based system that is separately customizable for each of the three colleges in the district. The system must be able to manage the distribution of a variety of permits at differing prices with payment method options.

The minimum requirements of a successful permit distribution and management system will include the following:

- In-house customized parking permit design and manufacturing
- Online, vendor hosted permit ordering system
- Permit ordering websites customized for each college
- 24-hour availability for permit ordering by students and staff
- Acceptance of payment via multiple payment options
- Vendor permit fulfillment service with option for campus distribution
- Optional temporary permit issuance
- Optional permit activation by permit holder
- Ability to interface with listing of prequalified permit purchasers
- Ability to process permits at differing prices
- Independent reporting capability for each college sales and remittance reconciliation
- Client support service available minimally Monday through Friday, 7:30 a.m. to 5:00 p.m. PST.
- Protection and confidentiality of KCCD information
- Regular system maintenance and back-up
- System upgrades at no additional cost to KCCD

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 in a sealed envelope with the RFP number, closing date, and time shown.

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 to upload your response electronically or you may submit three (3) copies of the requested information and one (1) electronic copy in sealed packaging to the address listed below:

Kern Community College District
2100 Chester Avenue
Bakersfield, CA 93301

c/o Cammie Ehret-Stevens, Purchasing Coordinator

9. The delivery of a 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 aforementioned requirements, as requested by the District.

RFP #DO140506
Web-Based Parking Permit Management System
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 by US Mail or hand delivery from the Vendor prior to the deadline for receipt of proposals. No oral withdrawals or modifications will be accepted.

3.4. Basis for Award

Proposal Evaluation Method

The contract resulting from this Request for Proposal, if any, shall be awarded to the most qualified and responsive, responsible bidder whose proposal is determined to be the most advantageous to the Kern Community College District, taking into consideration the evaluation factors set forth in this solicitation.

Evaluation Criteria

Five (5) points are possible in each area listed below, with twenty-five (25) points total possible. Quality points will be awarded to each proposal based on the following criteria:

1) The District’s Committee assessment or determination of the bidder’s quality of service based on materials submitted by the bidder.
2) Bidder’s project management and implementation approach.
3) Bidder’s resources devoted to the project.
4) Bidder’s proposed timeline of the project.
5) Bidder’s ability and willingness to work collaboratively with the District and its colleges.

Awarding of Contract

The Kern Community College District will award the contract to the successful bidder who displays the ability and expertise necessary to achieve the desired result and best meets the needs of the colleges.

3.5. Term

The resulting contract is intended to be in effect for a term of five (5) years, awarded June 12, 2014, services beginning June 15, 2014 and ending June 14, 2019 with options to renew beginning on June 15, 2019, 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 Mr. Tom Burke, 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 KCCD is issuing this Request for Proposal (RFP) through the Business Services Purchasing Department. The KCCD Business Services 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 in written format and submitted to the District Contact Person:

Cammie Ehret-Stevens, Purchasing Coordinator
Amendments to RFP # DO140506

cammie.ehret@kccd.edu

or

Cammie Ehret-Stevens, Purchasing Coordinator
Amendments to RFP # DO140506
Kern Community College District
2100 Chester Avenue
Bakersfield, CA 93301

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 written questions by email or in an envelope marked with the title and RFP # of the proposal and addressed to the District Contact Person. Answers to the questions will be provided to all Vendors without identifying the submitter. Questions regarding this RFP must be submitted using the attached Bidder Inquiry Form in Section 10 no later than April 29, 2014 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. 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. 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 Mr. Tom Burke, 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 rescinding 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.


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 B+, V 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. 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. Qualifications of Bidder

Minimum Qualifications

1. Customized parking permit design and manufacturing.
2. Online, vendor-hosted permit ordering system.
3. Permit ordering websites customized for each college.
4. 24-hour availability for permit ordering by students and staff.
5. Acceptance of payment via multiple payment options.
6. Vendor permit fulfillment service with option for campus distribution.
7. Optional temporary permit issuance.
8. Optional permit activation by permit holder.
9. Ability to interface with listing of prequalified permit purchasers.
10. Ability to process permits at differing prices.
11. Independent reporting capability for each college sales and remittance reconciliation.
12. Client support service available minimally Monday through Friday, 7:30 a.m. to 5:00 p.m. PST.
13. Protection and confidentiality of KCCD information.
14. Regular system maintenance and back-up.
15. System upgrades at no additional cost to KCCD.

Experience and Reference Information

In addition to pricing, 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 the type and scope of work detailed in this RFP. To illustrate this, bidders must provide as part of their response to the RFP:

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.

3. Insurance requirements as explained in Section 3.14 of this RFP.

4. Provide historical background of relevant experience.

5. A portfolio of relevant; similar work.

6. Provide a minimum of three (3) letters of reference for relevant and/or similar work from clients that the bidder has 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, examples of service provided and invoicing and payment tracking. Work samples for these reference are required as part of the submitted portfolio.

5. PRICING SPECIFICATIONS

5.1. Price Proposal

The Kern Community College District is awarding this Request for Proposal on an approved cost reimbursement basis. The successful vendor will be required to submit monthly invoices which separate out the services provided with a total invoice payment specified. Monthly invoices will be accompanied by supporting documentation, including but not limited to; timesheets, purchase orders and other documents sufficient to evidence budgeted and encumbered expenses claimed for reimbursement.

Budget modifications are allowable but must be approved in writing prior to the encumbrance of any expenditure based thereon.

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 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 fulfilled in accordance with the delivery time specified in the resultant agreement.
6.3. Payment

KCCD will order the items or services, receive the items or services 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. 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.

6.6. 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 (_____ ) _____ - ____________

RFP #DO140506
Web-Based Parking Permit Management System

16
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 ____________________, 2014.

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 __________________, 2014.

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 No. DO140506 – Web-Based Parking Permit Management System

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):

Note: Reproduce this form as necessary.

Fax or email (preferred) this form to: Cammie Ehret-Stevens
Kern Community College District
Email: cammie.ehret@kccd.edu
Fax: 661-336-5178
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 return to the Purchasing Department by mail or fax.

Kern Community College District
Cammie Ehret-Stevens, Purchasing Coordinator
2100 Chester Avenue
Bakersfield, CA 93301

Fax (661) 336-5178

RFP # DO140506 – Web-Based Parking Permit Management System

_________________________________________  __________________________________________
Business Name  Date

_________________________________________  __________________________________________
Mailing Address  Telephone

_________________________________________  __________________________________________
City, State, Zip  Contact

REASON(S) FOR NOT SUBMITTING A BID: