REQUEST FOR PROPOSAL 3102
TRUCK DRIVING SIMULATOR

Prepared by
Community College of Allegheny County
Purchasing Department – Office of College Services
800 Allegheny Avenue
Pittsburgh, Pennsylvania 15233

ALL QUESTIONS REGARDING THIS RFP SHOULD BE SUBMITTED VIA EMAIL
TO mcvetic@ccac.edu NO LATER THAN Thursday, January 25, 2018.

RESPONSES TO THIS RFP MUST DELIVERED TO THE PURCHASING
DEPARTMENT NO LATER THAN:

Tuesday, January 30, 2018 at 2:00 p.m.

NO FAX OR ELECTRONIC RESPONSES ARE PERMITTED
The Community College of Allegheny County (“CCAC”) is soliciting proposals for a truck driving simulator herein to support a new CDL training program at its Boyce Campus. CCAC anticipates issuing a PO to the selected vendor shortly after the due date.

1. All pricing to include delivery to: CCAC - Boyce Campus, 595 Beatty Road, Monroeville, PA 15146. Units will be housed at this location and classes shall run from this site.

2. **Approximate quantity needed**: 1 unit. The College may increase or decrease the quantity of units required throughout the term of any resulting agreement at the prices stipulated in the event the College’s requirements should change.

3. All units proposed shall be new.

4. All costs to be invoiced by Contractor and paid by CCAC on a monthly basis.

5. Vendors must receive this RFP directly from CCAC Purchasing Department and be sure they are on the vendor list for this particular solicitation. In so doing, bidders will receive all applicable addenda from CCAC. Failure to incorporate any addenda in the final submittal may result in the rejection of your bid / proposal.

6. Proposals must be held open, and may not be withdrawn, for a period of ninety (90) days from the date that the proposal is opened.

7. Purchase order terms and conditions: [https://www.ccac.edu/Terms_and_Conditions.aspx](https://www.ccac.edu/Terms_and_Conditions.aspx)

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**Specifications**

**Basic shifting/road conditions truck driving simulator**

Include with your response detailed literature, describing the proposed unit.

Indicate specific parameters of proposed equipment as shown on the pricing page.
REQUIRED SUBMITTALS

The College requires that responses to this solicitation contain the following information:

- **SUBMITTAL FORM –1:** Vendor must complete, sign, and submit this page with their proposal response.

- **PRICING SUMMARY PAGES:** Submit all pricing pages.

- **REQUIRED DOCUMENTATION:** Submit all documentation and support materials as may be described throughout this RFP.

- **REFERENCES –** submit at least three customer references for similar units sold.

- **MBE/WBE PARTICIPATION:** CCAC encourages the participation of minority and women-owned businesses in all of its contracts and is committed to providing maximum opportunities for qualified minority and/or women-owned business enterprises (“MBE/WBEs”) to participate in its work. Bidder agrees (1) if qualified, to take reasonable and timely steps to obtain appropriate certification as an MBE and/or WBE, (2) to ensure that MBE and/or WBEs are appropriately considered as subcontractors and/or suppliers under this Agreement; and (3) to report moneys spent for MBE and/or WBE subcontractors and/or suppliers for work as CCAC may from time to time reasonably request. CCAC’s goal for MBE/WBE participation is 15%. Please provide documentation as to your firm’s good faith effort to reach this goal by describing all applicable details of MBE/WBE participation that may be included in the resulting agreement.

II. GENERAL SUBMITTAL REQUIREMENTS

All proposal responses, inclusive of the required submittals and all other documentation, must be submitted in hard copy and either mailed, delivered by private carrier, or hand-delivered (no fax or electronic responses).

- **PROPOSAL DEADLINE:** Proposals are due by 2:00 p.m. on Tuesday, January 30, 2018. (Proposals received late will not be considered by the College.)

- **One original and one electronic copy (via disk or flash drive) of such shall be appropriately identified and delivered to:** Community College of Allegheny County, Purchasing Department – Attn: Michael Cvetic, 800 Allegheny Avenue, Pittsburgh, PA 15233
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- Proposals shall clearly indicate company name, full address, contact person, phone number, fax number and e-mail address.
- Proposals must contain the original signature of a duly authorized officer or agent of the company submitting the proposal.
- Any/all information/language that is proposed to be incorporated into any final agreement shall be submitted with the Vendor’s response.
- All costs incurred in preparing a response shall be at the Vendor’s expense.

III. VENDOR REPRESENTATION / WARRANTY
Any responding Vendor, by submitting a proposal, specifically represents and warrants that it has and shall possess, and that its employees, agents and subcontractors have and shall possess, the required education, knowledge, licenses, experience and character (all as may be applicable to this RFP) necessary to qualify them individually for the particular duties they perform. CCAC shall reserve the right to inspect and/or evaluate any potential awardee’s facility, physical equipment, staff, and all matters that may bear upon the ability to successfully perform the scope of work. CCAC shall conduct interviews of Vendors as needed to evaluate qualifications. Should CCAC reasonably find that any Vendor does not have the capacity to perform the work, CCAC may reject the Vendor’s proposal.

IV. GENERAL TERMS AND CONDITIONS OF THE AWARDED CONTRACT
The following terms and conditions shall apply to any resulting contract. Any terms and conditions of a responding Vendor that are in conflict with the College’s terms and conditions, inclusive of any specific contractual requirements, must be identified within the Vendor’s response. CCAC may negotiate the inclusion, exclusion, or alteration of any language, terms, pricing, or conditions prior to the issuance of a signed contract or throughout the term of the contract. The final contract shall incorporate this RFP document, the College’s Master Service Agreement (refer to “Appendix A”) and any proposal submitted by the successful Vendor and accepted by the College.

Vendors are cautioned that although the Vendor’s terms may be submitted for consideration, the College reserves the right to negotiate its preference of the same, or otherwise reject the Vendor’s proposal if the College is not able and willing to agree to the Vendor’s terms.

A. INVOICING/Payment PROVISIONS: The College’s payment terms shall be thirty (30) days from the date the Contractor’s invoice is properly presented and received. Invoices may be submitted only in accordance with deliverables that have been appropriately accepted by the College’s terms as conditioned herein.
B. TERMINATION PROVISIONS:

a. The awarded contract may be terminated in whole or in part in writing by the College in the event of the failure by Contractor to fulfill its obligations under the terms and conditions of the contract, or in the event that the Contractor breaches any provision of the agreement (in the College’s opinion), provided that no such termination shall be effective unless Contractor is given three (3) calendar days' written notice of intent to terminate, delivered personally or by certified mail, return receipt requested, and an opportunity for consultation with the College prior to termination.

b. Upon receipt of a termination notice pursuant to the foregoing paragraph, Contractor shall promptly discontinue all services affected unless otherwise directed by the notice of termination.

c. Upon termination pursuant to the foregoing paragraphs, the College may take over the work and prosecute the same to completion by agreement with another party or otherwise. Should Contractor fail or refuse to comply fully and faithfully with the terms, conditions and stipulations of the resulting agreement, College shall have the right at their notion to cancel, annul and declare void the award and the contract without any liability whatsoever on the part of College. The College shall be the sole judge as to whether or not Contractor has fully and faithfully complied therewith. College shall have the further right before or after any such cancellation to recover by law from Contractor any and all damages sustained by reason of non-compliance with or breach of the contract by Contractor.

d. Upon termination, an equitable adjustment of the fee shall be made, which shall not include any profit for services or other work performed. The Contractor acknowledges and agrees that it shall not be entitled nor shall it make a claim for lost profits or loss of anticipated earnings because of termination.

C. INDEPENDENT CONTRACTOR STATUS: It shall be expressly agreed that vendor’s status hereunder an award is that of an Independent Contractor. Neither Contractor, nor any person hired by Contractor, shall be considered employees of the College for any purpose.

D. AUTHORITY TO BIND: In the performance of the awarded services, Contractor agrees that the Contractor shall not have the authority to enter into any contract or agreement to bind the College in any way and shall not represent to anyone that the Contractor has such authority.
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E. GOVERNING LAWS: Any resulting agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

F. TIME IS OF THE ESSENCE: Time is of the essence with respect to performance of the terms and conditions of this RFP and any resulting contract.

V. EVALUATION AND AWARD OF PROPOSALS:

A. While each proposal shall be considered objectively, CCAC reserves the right to accept or reject any proposal and to waive any formalities, informalities or technicalities in the RFP process at its own discretion.

B. CCAC will not be bound by oral explanations or instructions given by any CCAC employee or agent at any time during the competitive proposal process or after award. Only modifications to specifications issued in writing by way of an addendum shall be valid.

C. CCAC reserves the right to award this RFP in any manner that is determined to be in its best interest.

D. The issuance of the College’s award letter and/or subsequent purchase order(s) shall constitute the award of any accepted proposal.

VI. CONTRACTOR INTEGRITY PROVISIONS

The awarded Contractor must agree and abide by the following integrity, confidentiality and non-disclosure provisions:

- COLLEGE’S INTERESTS: Contractor agrees that it will not during the term of the resulting agreement engage in any activity which is contrary to and in conflict with the best interests, goals and purposes of the College.

- CONFIDENTIALITY: The Contractor shall not disclose to others any confidential information gained by virtue of the proposal process and the resulting contract.

- COMPLIANCE WITH APPLICABLE LAW: The Contractor shall maintain the highest standards of integrity in the performance of the contract and shall take no action in violation of state or federal laws, regulations, or any other requirements that govern contracting with the College.

VII. PREVIOUS PERFORMANCE: Contracts will not be awarded by the College to any corporation, firm or individual that has failed in any former contract with the College to perform or complete work or, in the College’s sole judgment, to satisfactorily deliver or provide the quality of materials, fulfill a guarantee(s) or complete work in accordance with the schedule for such prior contract.
Pricing Page  Note: Attachments may be provided

Basic shifting/road conditions truck driving simulator
Including delivery (f.o.b. destination) to CCAC Boyce Campus, 595 Beatty Road, Monroeville, PA 15146

$____________________________

Screen Size: __________________

Indicate uphill/downhill/loaded shifting programs are included ________________________________

Indicate other shifting options included __________________________________________________

Indicate road conditions included ________________________________________________________

Indicate weather conditions included ____________________________________________________

Indicate software/programs included _____________________________________________________

Indicate hardware included _____________________________________________________________

Platform dimensions and movement ______________________________________________________

Electrical specifications/requirements ____________________________________________________

Space needed (describe unit’s footprint) __________________________________________________

Describe Instructor training included _____________________________________________________

Describe technical support included _____________________________________________________

Earliest available delivery date of the above unit: __________________________________________

Describe warranty included: _____________________________________________________________

Indicate various itemized upgrades available and pricing on separate sheet as needed.

Ability to add on (screens) if needed _____________________________________________________

Additional warranty description and cost: _________________________________________________

Additional yearly cost for software upgrades, maintenance, etc. $___________________________/year

Name of company submitting proposal: _________________________________________________
SUBMITTAL FORM - 1

By submitting a proposal the Vendor acknowledges that following items are hereby understood and agreed to:

The undersigned, having carefully examined all sections and attachments to this Request for Proposal does hereby offer to furnish all labor, materials, equipment, supplies, insurance and bonds specified, and services necessary to fulfill the contract in accordance with the RFP which is/are hereby acknowledged by the signature below.

STATEMENT OF NON-COLLUSION

Finally, the undersigned also certifies that this proposal is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal on this same service and is in all respects, fair and without collusion or fraud.

SIGNATURE OF OFFEROR

(Must be signed by a duly authorized officer or agent of the responding company.)

Company Name
Signed by

FEIN
Name (printed)

Address
Title

Telephone

Zip + four
Fax

Date
E-mail