



West Hills Community College District

Business Services - Purchasing
275 Phelps Avenue | Coalinga, CA 93210
purchasing@whccd.edu

**REQUEST FOR PROPOSALS
AgTEC Truck Customization
RFP #2026-1**

Notice is hereby given that West Hills Community College District, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to but no later than 2:00 pm **(PT)** on **September 9, 2025** sealed submittals for:

**AgTEC Truck Customization
RFP #2026-1**

Such submittals must be submitted in the format specified in the RFP, and received by the Purchasing Department at 275 Phelps Ave, Coalinga, CA 93210.

All documents and any addenda or notices related to this solicitation will be posted via the Districts Purchasing site: <https://westhillscollge.com/district/departments/business-services/purchasing/>.

Each submittal must conform and be responsive to this invitation. The District reserves the right to reject any and all Proposals, or parts of any Proposal, and to waive any irregularities or informalities in any Proposal. All inquiries must be submitted to Megan Vega at meganvega@whccd.edu, by the date and time noted under Project Specific Dates.

Publication Dates:

1st: Aug 20, 2025

2nd: Aug 27, 2025

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1. BACKGROUND AND PURPOSE

- 1.1. Background. West Hills Community College District (the “District”) is within the California Community College system in Fresno and Kings Counties.
- 1.2. Purpose. The District is seeking proposals for a 2022 Ford F59 vehicle customization with the capabilities to teach and promote agriculture technology in remote sites. It should include: computer and internet access; storage or transport of education equipment; exterior and interior demonstration areas; attractive and inviting appearance; flexibility in topics and technology to be taught; and effective for learning.

2. TIMELINE

The following table identifies the estimated dates/timeframe of this RFP. Please note the following key dates when preparing your responses:

RFP ACTIVITY	DATE & TIME (Pacific Time)
Proposal Advertisement Dates	1st: 08/20/2025 2nd: 08/27/2025
Zoom Q&A	08/26/2025 at 10:00 a.m.
Last Day for Bidders to submit questions	08/27/2025 before 5:00 p.m.
Last day for District to Respond to questions	08/29/2025 before 5:00 p.m.
DEADLINE FOR PROPOSAL SUBMISSIONS	09/09/2025 at 2:00 p.m.
Public Opening & Reading of Proposals: West Hills Community College District Administration Building 275 Phelps Avenue, Coalinga, CA 93210	09/09/2025 at 2:00 p.m.
Anticipated Board Approval	09/23/2025
Anticipated Delivery	12/31/25 or 3 months after Board approval

**Dates may change with or without notice*

3. SUBMISSION, DOCUMENTS AND FORMAT OF PROPOSAL

- 3.1. Submission Deadline. Proposals must be received by, but **no later than 2:00 p.m. (PT), September 9, 2025**. Any changes to this RFP are invalid unless specifically modified by the District and issued as a separate addendum document. Should there be any questions as to changes to the content of this document, the District’s copy shall prevail.
- 3.2. Documents. This RFP may be obtained from the District by contacting the District’s Purchasing Department, Megan Vega at meganvega@whccd.edu. All documents and any addenda or notices related to this solicitation will be posted by the District on the Purchasing website. In the event this RFP or issued addenda is obtained through any means other than the District’s distribution, the District will not be responsible for the completeness, accuracy, or timeliness of the final RFP document.
Addenda issued by the District and not noted as being acknowledged by bidder as required in the Bid Form, will result in the Proposal being deemed non-responsive.
- 3.3. Bidders Submittal of Proposal. Proposals will be submitted by hard copy.
 - 3.3.1 **Hard Copy:** Proposals submitted via paper/hardcopy must be submitted in sealed envelopes, with the Bidder’s name and the Project prominently

identified on the cover of such envelope. Paper/hardcopy proposals must include one (1) complete electronic version on a flash drive AND (1) original documents of the Proposal shall be provided. Paper/hardcopy proposals are to be submitted to the District Office address below via hand delivery or courier service:

West Hills Community College District
Attn: Purchasing Department
275 Phelps Avenue
Coalinga, CA 93210

EMAILED OR FAXED PROPOSALS WILL NOT BE ACCEPTED.

Proposals delivered other than the above stated means, or received after the scheduled submittal deadline, will be rejected and returned unopened (if hard copy submitted) to the Bidder. It is the Bidder's sole responsibility to ensure that its proposal, inclusive of any or all addendums, is received to the proper place at the proper time. Postmarks will not validate Proposals which arrive after the deadline date/time listed. Any Proposal received after the scheduled closing time for receipt of same will be returned to the Bidder unopened. The award shall be subject to final contract documents and specifications/scope of work between the District and selected Bidder.

Bidders shall be bound to the pricing terms contained within their submitted proposal, which shall remain in effect as stated until at least ninety (90) calendar days after the due date for Proposal. Proposal shall be signed by an authorized individual or officer submitting the Proposal. If the Bidder is a corporation or limited liability company, the Proposal shall be executed by either the chairman of the board, president, or vice president, the secretary, or the chief financial officer.

- 3.4. Proposal Format/Content. Proposals under these specifications shall be submitted on the blank forms furnished herewith at the time and place stated in Section III. All blanks in the Proposal form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All Proposals must be signed by the Bidder in permanent blue ink and submitted as specified in Section III.

All materials submitted in response to this RFP shall be sized to 8 ½" x 11", in portrait or landscape orientation as applicable, 11 or 12 point Arial, Calibri or Times New Roman font with adequate page margins on all sides.

All hard copy submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFP materials which correspond format and contents. Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the Proposal.

The Bidder's Proposal should fully state its experience and expertise referenced in the Scope of Work. The submitted Proposal should be organized and indexed in a format noted below that ensures the District can easily review to effectively evaluate the Bidder's Proposal.

The follow is to be included in the Bidder's Proposal:

- 3.4.1 **Letter of Interest:** The letter must contain the following:

3.4.1.1 The Bidder's name, address, email, and telephone number.

- 3.4.1.2 The name, title or position, email and telephone number of the individual authorized to bind the Bidder's business contractually; this person must sign the cover letter.
- 3.4.1.3 The name, title, or position, email and telephone number of the primary contact and/or account administrator with whom the District is to communicate throughout the RFP Process.
- 3.4.1.4 A statement expressing the Bidder's willingness to perform the services as described in this RFP.
- 3.4.1.5 A statement indicating that all forms, certificates, and compliance requirements included in this RFP are completed and duly submitted in the Proposal response.
- 3.4.1.6 A statement to the effect that the Proposal is firm and irrevocable offer, good for ninety (90) calendar days.
- 3.4.1.7 The cover letter must contain a statement that the Bidder acknowledges that all documents submitted pursuant to this RFP process will become a matter of public record.
- 3.4.2 **Table of Contents:** Include a detailed table of contents for all sections of the submittal.
- 3.4.3 **Submission of Bidder's Information**
 - 3.4.3.1 Brief History of the Bidder including Bidder's experience and qualifications for similar type engagements.
 - 3.4.3.2 Provide a high-level description of the Bidder's implementation process, including primary steps or phases, approximate timelines, agency resources, and required District resources necessary to accomplish the work defined in this RFP.
 - 3.4.3.3 Submit a properly executed IRS Form W-9 for the current calendar year.
- 3.4.4 **Bid Form (Exhibit A):** Bidders shall complete and submit the Proposal Form with its Proposal. Proposals submitted without the form may be considered non-responsive.
- 3.4.5 **List of Subcontractors (Exhibit B):** Bidders shall complete and submit the List of Subcontractors form with its Proposal. Proposals submitted without the form may be considered non-responsive.
- 3.4.6 **Certificate of Non-Discrimination (Exhibit C):** The Bidder shall submit a Certification of Non-Discrimination. It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Bidder 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 Bidder agrees to require like compliance by any subcontractors employed on the work by such Bidder.
- 3.4.7 **Non-Collusion Affidavit (Exhibit E):** Public Contract Code section 7106 requires Bidders to submit declaration of non-collusion with their Proposals. This form is included with the Proposal documents and must be signed and

dated by the Bidder under penalty of perjury. Proposals submitted without the Non-Collusion Affidavit shall be deemed non-responsive and will not be considered.

- 3.4.8 **Agreement to Terms and Conditions (Exhibit G):** Bidders shall complete and submit the Agreement to Terms and Conditions with its Proposal. Should the Bidder request edits to the Agreement for consideration, such requests must be clearly identified and submitted with its Proposal. No additional terms and conditions will be accepted following receipt of Proposals. The District will consider such additional contractual terms and conditions as part of its evaluation process.

Preference for Materials and Substitutions.

- 3.4.8.1 One Product Specified. Unless the Contract Documents state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, "or equal," such specification shall be read as if the language "or equal" is incorporated.

- 3.4.8.2 Request for Substitution. Bidder may, unless otherwise stated, offer any material, process, article, etc., which is materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Documents. If Bidder desires to offer a substitution for a Specified Item, such Bidder must make a request in writing on the District's Substitution Request Form ("Request Form") and submit the completed Request Form with the Bidder's Proposal. The Request Form must be accompanied by evidence as to whether the proposed substitution:

- 3.4.8.3 Is equal in quality, service, and ability to the Specified Item as demonstrated by a side by side comparison of key characteristics and performance criteria;
- 3.4.8.4 Will entail no changes in detail, construction and scheduling of related work;
- 3.4.8.5 Will be acceptable in consideration of the required design and artistic effect;
- 3.4.8.6 Will provide no cost disadvantage to the District;
- 3.4.8.7 Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
- 3.4.8.8 Will require no change in the Contract Time.

In completing the Request Form, Bidder must state with respect to each requested substitution whether Bidder will agree to provide the Specified Item in the event that the District denies Bidder's request for substitution of a Specified Item. In the event that Bidder does not agree in the Request Form to provide the Specified Item and the District denies the requested substitution, the Bidder's Proposal shall be considered non-responsive, and the District may award the Contract to the next lowest Bidder or in its sole discretion, release all Bidders. In the event that Bidder has agreed in the

Request Form to provide the Specified Item and the District denies Bidder's requested substitution for a Specified Item, Bidder shall execute the Purchase Agreement and provide the Specified Item without any additional cost or charge to the District, and if Bidder fails to execute the Purchase Agreement with the Specified Item(s), Bidder's Proposal security will be forfeited.

After the Proposals are reviewed, the apparent lowest Bidder shall provide, within five (5) calendar days of opening such Proposals, any and all drawings, Specifications, samples, performance data, calculations, and other information as may be required to assist the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the Bidder.

After the District's receipt of such evidence by Bidder, the District will make its final decision as to whether the Bidder's request for substitution for any Specified Items will be granted. The District shall have sole discretion in deciding as to whether a proposed request for substitution is equal to or better than a Specified Item. Any request for substitution which is granted by the District shall be documented and processed through a Change Order. The District may condition its approval of any substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the substitution. Any and all risks of delay due to any governmental agency having jurisdiction shall be on the Bidder.

3.4.9 **Iran Contracting Act Verification (Exhibit K).** The successful Bidder will be required to execute an Iran Contracting Act Verification form pursuant to California Public Contract code §§2202 – 2208 concurrently with execution of the Agreement.

3.4.10 **Specification of Equipment Proposal.** Each Bidder shall submit to the District with their Proposal detailed specifications, schematics, drawings, layout, etc. of the proposed equipment to demonstrate that the proposed equipment meets the requirements of the Specifications (RFP Section 6).

3.4.11 **Additional Materials:**

3.4.11.1 Bidders may include other materials that they feel may improve the quality of their Proposal submissions and/or are pertinent to this RFP.

3.4.11.2 Bidders are encouraged to include letters of reference and/or testimonials in their Proposal.

4. EVALUATION OF PROPOSALS

4.1. Evaluation Process. The Proposal review process used to select qualified Bidders will be as follows:

4.1.1. The District will review and evaluate all Proposals received using criteria noted in the following section. Incomplete Proposals may be rejected as non-responsive.

4.1.2. The District anticipates that recommendation for award of the Contract will be to the Proposer receiving the highest total score from the Proposal. See Contract Award Section 5.2, for details on contract award.

- 4.2. Evaluation Criteria. Bidders submitting Proposals are advised that all responsive documents will be evaluated to determine each Bidder's ability to best meet the needs of the District. The District's evaluation will include, but is not limited to, a consideration of the following criteria:
- 4.2.1. Responsiveness of the proposal to this RFP
 - 4.2.2. Pricing
 - 4.2.3. Bidder's qualifications and experience
 - 4.2.4. Clarity and thoroughness of the Bid in response to the requirements of specifications
 - 4.2.5. Exceptions taken to this RFP
 - 4.2.6. Past experience with similar institutions
 - 4.2.7. Functionality of the Proposal in response to the Scope of Work

5. OTHER CONDITIONS AND REQUIREMENTS

- 5.1 Term of Agreement. Once the Vendor has received a notice to proceed, the Vendor shall deliver the completed AgTEC Mobile Classroom as set forth in the Specifications for the District's acceptance and approval on or before December 31, 2025 or 3 months after WHCCD Board Approval (whichever is later). This shall be called Contract Time. It is expressly understood that time is of the essence.
- 5.2 Site Visit: The District will offer a Zoom Q&A Visit on August 26, 2025 10:00 am (PT). Bidders who wish to participate in the Zoom Q&A shall RSVP to Megan Vega (meganvega@whccd.edu) no later than August 24, 2025.

The District will transmit and upload addenda to the Districts Purchasing website, <https://westhillscollge.com/district/departments/business-services/purchasing/> , as the District considers necessary, in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District, as a result of a Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.

- 5.3 Opening and Posting of Proposals. A public reading and opening of Proposals will be held as noted in the timeline section of the RFP. Names of Bidder's submitting Proposals will be available after the Proposal closing via the District's Purchasing site: <https://westhillscollge.com/district/departments/business-services/purchasing/> It is the responsibility of the Bidder to verify that its Proposal has been received by the District prior to the opening date. Verification of receipt can be made by emailing adrianaochoa@whccd.edu.
- 5.4 Addenda. Clarification or any other notice of a change in the RFP Documents will be issued only by the District and only in the form of a written Addendum available via the District's Purchasing site, <https://westhillscollge.com/district/departments/business-services/purchasing/>. Any other purported Addenda are void and unenforceable. Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of District notification and to acknowledge all Addenda in the electronically submitted Proposal prior to the Proposal closing. Copies of Addenda will be made available for inspection wherever RFP Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Addenda issued by the District and not noted as being acknowledged

by Bidder as required in the Proposal Form, will result in the Proposal being deemed non-responsive.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

- 5.5 Erasures, Inconsistent or Illegible Proposals. The Proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the Proposal. In the event of inconsistency between words and figures in the Proposal price, words shall control figures. In the event that the District determines that any Proposal is unintelligible, inconsistent, or ambiguous, the District may reject such Proposal as not being responsive to the Notice Inviting Proposals.
- 5.6 Examination of Contract Documents. Bidders shall thoroughly examine and be familiar with the Contract Documents and requirements. The failure or omission of any Bidder to receive or examine any Contract Documents, form, instrument, addendum, or other document shall not relieve any Bidder from obligations with respect to the Proposal or to the Purchase Agreement. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section. Bidders shall not, at any time after submission of the Proposal, dispute, complain, or assert that there were any misunderstandings with regard to the Contract requirements.
- 5.7 Withdrawal of Proposals. Any Proposal may be withdrawn at any time prior to the scheduled closing time for receipt of Proposals. The Proposal security for Proposals withdrawn prior to the scheduled closing time for receipt of Proposals, in accordance with this paragraph, shall be returned upon demand therefor. No Bidder may withdraw any Proposal for a period of ninety (90) calendar days after the date set for the opening of Proposals.
- 5.8 Prevailing Wage & Apprentices. If applicable, Bidders must comply with all prevailing wage requirements set forth in the Labor Code. The Vendor shall also comply with the provisions of California Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The Vendor shall comply with the requirements of said sections, including applicable portions of all subsequent amendments in the employment of apprentices; however, the Vendor shall have full responsibility for compliance with said Labor Code sections, for all apprentice-able occupations, regardless of any other contractual or employment relationships alleged to exist.
- 5.9 No Telephone or Facsimile Availability. No telephone or facsimile machine will be available to Bidders on the District premises at any time.
- 5.10 Cancellation of Solicitation. The District may cancel this solicitation at any time.
- 5.11 Interpretation of Contract Documents/Pre-Proposal Clarification. If any prospective Bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions, a request for an interpretation or correction thereof, or question of any sort, may be submitted to the District via email to Megan Vega (Meganvega@whccd.edu). The Bidder submitting the request shall be responsible for its prompt delivery. **Any interpretation or correction of the Contract Documents will only be made by Addendum duly issued, and a copy of such Addendum will be made available via the District's Purchasing site.** No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral

interpretation be binding on the District. Please see "Project Specific Dates" for specific deadline dates and times. Any correspondence sent other than as specified above, may not be received or responded to by the District.

- 5.12 Award of Contract. Pursuant to PCC 20651.7, the Contract will be awarded to the responsive and responsible Bidder whose proposal is determined to be the best value to The District based solely on the criteria set forth in this RFP by action of the governing Board. The District reserves the right to reject any or all Proposals, or to waive any irregularities or informalities in any Proposals or in the RFP documents. In the event an award is made to Bidder, and such Bidder fails or refuses to execute the Purchase Agreement and provide the required documents within five (5) calendar days after award of the Contract to Bidder, the District may award the Contract to the next best value responsible and responsive Bidder or release all Bidders.
- 5.13 Agreement: The form of Agreement, which the successful Bidder will be required to execute, is included in the RFP and should be carefully examined by Bidders. The Agreement will be executed in the following counterparts: the Agreement as shown in the sample herein; the RFP; the subsequent successful Proposal as accepted by the District, including all modifications thereof and duly incorporated therein; and the Purchase Order. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include (not limited to): all labor, materials, equipment and transportation necessary for the proper delivery of all services called for in any contract which may arise as a result of this RFP. Should Bidder request edits to the Agreement for consideration, such requests must be clearly identified and noted on Exhibit G and submitted at the time of Proposal. No additional terms and conditions will be accepted following receipt of Proposal, and the District will consider such additional contractual terms and conditions as part of its evaluation process.
- 5.14 Conflict of Interest/Restrictions on Lobbying and Contacts: For the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contracts, no person or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contracts with any member of the District's Governing Board, selection members, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for disqualification of the Bidder.
- 5.15 Limitations: The District reserves the right to contract with any Bidder responding to this RFP. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to amend this RFP and the RFP process and to discontinue or re-open the RFP process at any time.
- 5.16 Right to Negotiate and/or Reject Proposal: Bidders understand that this RFP does not commit or obligate the District to accept any response submitted. The District reserves the right to accept or reject any or all of the responses, waive any irregularities, and to negotiate with selected Bidder(s) any price or provision, in part or in its entirety,

whenever, in the sole opinion of the District, such action shall serve its best interests and those of the taxpaying public. The District further expressly reserves the right to postpone the Proposal opening date for its own convenience. Bidders are encouraged to submit their best prices in their Proposals, and the District intends to negotiate only with Bidders whose Proposal most closely meets the District's requirements at the lowest estimated cost. The Contract, if any is awarded, will go to the Bidder whose Proposal best meets the District's requirements and provides the greatest overall value to the District.

- 5.17 Preparation Expenses: The District shall in no event be responsible for the cost of preparing any Proposal in response to this RFP. The sole responsibility for compliance with the requirements of this RFP lies with each Bidder submitting a response. Each Bidder is solely responsible for costs in preparing a response to this RFP and any and all other activities associated with same.
- 5.18 Confidential and Proprietary Information: All materials submitted relative to this RFP will be kept confidential until such time as an award is made or the RFP is cancelled. At such time, all materials submitted must be made available to the public. All information contained in Proposals submitted may be subject to the California Public Records Act (*California Government Code* Section 6250 et seq.), and information's use and disclosure are governed by this Act. Any information deemed confidential or proprietary should be clearly identified by the Bidder as such. Such information may then be protected and treated with confidentiality to the extent permitted by state law.
- 5.19 Proposal Protest Procedure: Any Bidder may file a Proposal protest. The protest shall be filed in writing with the District's Vice Chancellor of Business and Fiscal Services not more than two (2) business days after the date of the Proposal opening. An e-mail address shall be provided and by filing the protest, protesting Bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.
 - 5.19.1 Resolution of Proposal Controversy: Once the Proposal protest is received, the apparent lowest responsible Bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low Bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low Bidder should be allowed to perform the Work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within five (5) business days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the Proposal protest will be copied to all parties involved in the protest.
 - 5.19.2 Appeal: If the protesting Bidder or the apparent low Bidder is not satisfied with the decision, the matter may be appealed to the District's Executive Director of General Services, or their designee, within two (2) business days after receipt of the District's written decision on the Proposal protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

West Hills Community College District

Attn.: Shanna Ahrens, Vice Chancellor of Business and Fiscal Services
275 Phelps Avenue
Coalinga, CA 93210

- 5.19.3 Appeal Review: The Vice Chancellor of Business and Fiscal Services shall review the decision on the Proposal protest and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Vice Chancellor of Business and Fiscal Services or the Hearing Officer shall be rendered within five (5) business days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.
- 5.19.4 Reservation of Rights to Proceed with Project Pending Appeal. The District reserves the right to proceed to award the Project and commence the work/purchase pending an Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.
- 5.19.5 Finality. Failure to comply with this Proposal Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting Bidder's administrative remedies.

6. SCOPE OF WORK

The work covered in this section consists of furnishing all labor, material and services for the AgTEC Truck Customization as indicated in this Scope of Services. The vehicle will be provided by the District to the awarded Contractor who shall be responsible for the care and customization of the property for the duration of the contract term. The vehicle is a 2022 Ford F59 and further specifications can be found in Attachment A.

Delivery of the work described in this Scope of Services shall include, but not be limited to, the following Basic Services:

Physical Specifications.

The AgTEC Truck Customization upfit must contain the following design features:

1. 8' Tommy Lift-style gate on rear.
2. Insulating walls and roof, including surface paneling.
3. New durable roof to support AC/Heating, solar panels, and generator (if deemed appropriate).
4. Roof-mounted air conditioner/heater.
5. New rear door that maximizes interior head space – quote dual swinging door and roll-up door as separate options.
6. Removal of lower shelves (returned for school use).
7. Replacement of upper shelves with stowable feature; with capacity to hold multiple 75lb+ loads.

8. Installation of an exterior 120/208V outlet and panel mounted in the vehicle to service 120/208V loads. When exterior power is not available a generator or battery system in the chassis with an alternate for a roof install size based on 120V/208V loads provided, lighting load and HVAC/Heating per contractor design; maximize a solar roof panel system, including inverter to supplement power for interior lights, air conditioning and 20-amp ac outlets. The solar system will also be designed to be used when connected to exterior power.
9. Installation of station-based led lights (under-cabinet/shelf style) and 20-amp 120/208V AC outlets as shown in drawing provided and an exterior 120/208V plug to provide power to an exterior distribution hub.
10. Flexible computer cart storage (with power) cabinet toward front side (behind driver and passenger seat wall)
11. Installation of alarm system (with facilities notification) w/some sort of GPS positioning/lo-jack
12. Exterior side awning (opposite side of generator if generator to be installed at chassis level)
13. Winegard (or similar) Wi-Fi System, or similar.

This mobile classroom will be used to teach agriculture in rural areas of the California Central Valley. A variety agricultural, science, and technology will be taught and demonstrated, therefore flexibility of use will be important in your design.

Delivery

Contractor is to complete and delivery the AgTEC Truck Customization no later than the agreed upon date in the executed agreement. Contractor is to include the Delivery cost in the Bid Form (Exhibit A), Total Cash Purchase Price. District reserves the right to award the delivery to the Contractor or contract the delivery costs with a separate entity. Please include in writing with your bid any impact on warranty if the District elects to contract delivery with a separate entity.

Warranty

Contractor shall warrant the AgTEC Truck Customization upfit against manufacturing defects for a period not less than one (1) year from the District's date of acceptance, covering parts and labor, unless otherwise indicated. This warranty includes all costs of repair during the warranty period, including transportation costs. Contractor will pass along to the District all manufacturer warranties available.

Additional warranties to include:

- 5 Year Standard Warranty
- 3 Year Limited Warranty
- 1 Year Electrical Warranty

Training

Contractor will provide training coordinated and mutually agreed to by the parties to support the staff and instructors in equipment use.

Estimated Bid Value

This project is estimated at \$200,000.

Standard Commercial Use

Contractor, whether manufacturer, supplier, distributor, or retailer, hereby certifies that the types of products and equipment used by Contractor to perform the Services have adequate spare parts exist in the marketplace for the items sold. Contractor will not deviate from this provision without the express written consent of the District.

Hardcopy Project Record Documents

The selected bidder will be required to provide the following hardcopy project record documents in a binder with section dividers and a table of contents at the time of delivery:

1. Product Information: Binders which shall consist of all product literature, manuals, software and other material provided by equipment manufacturers of the AgTEC Truck Customization. Material shall be assembled in the binders with section dividers and a table of contents.
2. Warranty Documentation: Warranty start and end dates for each individual piece of equipment provided.
3. Final Equipment List: Itemized listing by system including serial numbers for each applicable item.

7. FORMS, EXHIBITS, ATTACHMENTS, AND SAMPLES (Continued on next page)**Attachment A – Specifications of Vehicle**

SUBMITTAL CHECKLIST

This checklist is provided to assist in the preparation of Bidder's submission. It is only intended as a guide. Bidders are encouraged to use the following checklist when preparing their proposed Proposal:

- ☐ **LETTER OF INTEREST (RFP Section 3.4.1)**
- ☐ **SUBMISSION OF BIDDER'S INFORMATION (RFP Section 3.4.3)**
- ☐ **EXHIBIT A – PROPOSAL FORM**
- ☐ **EXHIBIT B – LIST OF SUBCONTRACTORS**
- ☐ **EXHIBIT C – CERTIFICATION OF NON-DISCRIMINATION**
- ☐ **EXHIBIT D – CERTIFICATE REGARDING WORKER'S COMPENSATION FORM**
- ☐ **EXHIBIT E – NON-COLLUSION AFFIDAVIT**
- ☐ **EXHIBIT F - REFERENCES**
- ☐ **EXHIBIT G – AGREEMENT TO TERMS AND CONDITIONS**
- ☐ **EXHIBIT J – SUBSTITUTION REQUEST FORM (if applicable)**
- ☐ **EXHIBIT K - IRAN CONTRACTING ACT VERIFICATION**
- ☐ **DETAILED SCHEMATICS, SPECIFICATIONS, DRAWINGS, LAYOUT, ETC. OF EQUIPMENT
PROPOSAL (RFP Section 6, SCOPE OF WORK)**
- ☐ **ACTION CALENDAR NOTATING MILESTONES (RFP Section 6, SCOPE OF SERVICES)**
- ☐ **LIST OF REQUIRED PERMITS (RFP Section 6, SCOPE OF SERVICES)**
- ☐ **ADDITIONAL MATERIALS (Optional)**



EXHIBIT A – PROPOSAL FORM

AgTEC Truck Customization

RFP # 2026-1

BIDDER NAME:

ADDRESS:

TELEPHONE:

()

Names of Authorized
Representatives

EMAIL

1. **BID PROPOSAL.** The undersigned Bidder has read and understands all conditions and terms of this RFP, proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform all obligations under the Contract Documents and to complete the services requested for the rates indicated in this exhibit. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or subcontracted work.

AgTEC Truck Customization	\$ _____
Delivery	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
TOTAL:	\$ _____

- 1.1 Acknowledgement of Bid Addenda. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda, if any, issued by or on behalf of the District.

_____ Addenda Nos. received, acknowledged and incorporated into this Proposal.

2. Documents Accompanying Bid Proposal Form (Exhibit A). The Bidder has submitted with this Bid Proposal (Exhibit A) the following required items:

2.1. LETTER OF INTEREST

- 2.2. SUBMISSION OF BIDDER'S INFORMATION
- 2.3. EXHIBIT B – LIST OF SUBCONTRACTORS
- 2.4. EXHIBIT C – CERTIFICATION OF NON-DISCRIMINATION
- 2.5. EXHIBIT D – CERTIFICATE REGARDING WORKER'S COMPENSATION FORM
- 2.6. EXHIBIT E – NON-COLLUSION AFFIDAVIT
- 2.7. EXHIBIT F – REFERENCES
- 2.8. EXHIBIT G – AGREEMENT TO TERMS AND CONDITIONS
- 2.9. EXHIBIT J – SUBSTITUTION REQUEST FORM (if applicable)
- 2.10. EXHIBIT K - IRAN CONTRACTING ACT VERIFICATION
- 2.11. DETAILED SCHEMATICS, SPECIFICATIONS, DRAWINGS, LAYOUT, ETC. OF EQUIPMENT PROPOSAL (RFP Section 6, SCOPE OF WORK)
- 2.12. ACTION CALENDAR NOTATING MILESTONES (RFP Section 6, SCOPE OF SERVICES)
- 2.13. LIST OF REQUIRED PERMITS (RFP Section 6, SCOPE OF SERVICES)

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the RFP and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

3. If the Bidder submitting this Bid Proposal is awarded the Purchase Order after the Intent to Award Bid Notice is made, the undersigned Bidder will execute and deliver product to the District. Failure of the Bidder awarded the Contract to strictly comply with the Terms and Conditions of this RFP and the Purchase Order Terms and Conditions may result in the District's rescinding the Purchase Order and award of the RFP. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next responsive Bid Proposal or to reject all Bid Proposals.
4. Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the RFP, Drawings, Scope of Work, Specifications and other Bid Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Bid Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Bid Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Bid Documents.

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____ **Date** _____
(Signature)

Name _____ **Title** _____
(Type or Print)

EXHIBIT B –LIST OF SUBCONTRACTORS

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

If your company must outsource or contract any work to meet the requirements contained in the RFP, this must be clearly stated in the Proposal. Any Proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

Identify any subcontractors your company may outsource any work identified in the RFP to, or check the box below if not applicable. Additionally, all costs included in Proposals must be all-inclusive to include any outsourced or contracted work. Attach additional sheets as necessary.

Check box if not applicable: ☐

Licensed Name of Subcontractor	Subcontractor Office, Mill or Shop Address	Sub-contractor Trade or Portion of Work	Subcontractor Contractors' License No.

Attach additional page(s) as required.

BIDDER _____
 (Type or print complete legal name of Bidder)

BY _____ **Date** _____
 (Signature)

Name _____ **Title** _____
 (Type or print)



EXHIBIT C – CERTIFICATE OF NON-DISCRIMINATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

Bidder hereby certifies 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 or mental disability, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Bidder shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this _____ day of _____, ____.

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____ **Date** _____
(Signature)

Name _____ **Title** _____
(Type or print)

EXHIBIT D - CERTIFICATE REGARDING WORKERS' COMPENSATION FORM

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

(Signature)

(Print)

(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Bidder's Proposal.



EXHIBIT E – NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

_____, being first duly sworn, deposes and says that he or she is _____ of the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Proposal, or that anyone shall refrain from Proposaling; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Bidder 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, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

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

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____ **Date** _____
(Signature)

Name _____ **Title** _____
(Type or print)

EXHIBIT F – REFERENCES

Bidder shall provide a minimum of three (3) verifiable references (preferably from a California public or private educational institution and/or California public agency). This list may include current and former clients (with reason for cancellation if applicable), with all references being able to fully comment on the Bidder's related experience.

REFERENCE #1

NAME

ADDRESS

CITY, STATE ZIP CODE

TELEPHONE #

CONTACT

DATES OF SERVICE

REFERENCE #2

NAME

ADDRESS

CITY, STATE ZIP CODE

TELEPHONE #

CONTACT

DATES OF SERVICE

REFERENCE #3

NAME

ADDRESS

CITY, STATE ZIP CODE

TELEPHONE #

CONTACT

DATES OF SERVICE



EXHIBIT G – AGREEMENT TO TERMS AND CONDITIONS

Each Bidder must state below whether it accepts the attached Agreement and its attachments (if any) ("Agreement"). Any exceptions must be included, if at all, with Bidder's Proposal submission.

NOTE: Exceptions taken to terms and conditions may be a negative factor in evaluation of Bidder's Proposal or disqualification.

Initial the Appropriate Choice, below:

_____ Bidder **accepts** the form of Agreement **without exception**.

OR

_____ Bidder proposes **exceptions/modifications** to the form of Agreement. If this choice is selected, Bidder shall include all of the following:

1. Summarize any and all exceptions to the Agreement.
2. Provide written explanation to substantiate each proposed exception/modification.

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____ **Date** _____
(Signature)

Name _____ **Title** _____
(Type or print)



AgTEC Truck Customization

RFP #2026-1

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal)

By

Principal's Signature

Typed or Printed Name

Principal's Title

(Corporate Seal)

By

Surety's Signature

Typed or Printed Name

Title

(Attached Attorney in Fact Certificate)

Surety's Name

Surety's Address

Surety's Phone Number



IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for
service of process in California if different from above)

(Telephone Number of Surety and agent or
representative for service of process in California).

EXHIBIT J –SUBSTITUTION REQUEST FORM

Pursuant to Public Contract Code section 3400, Bidder submits the following request to Substitute with the Proposal that is submitted. I understand that if the request to substitute is not “an/or equal” or is not accepted by District and I answer “no” I will not provide the specified item, then I will be held non-responsive and my Proposal will be rejected. With this understanding, I hereby request substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Bidder Agrees to Provide Specified Item if request to Substitute is Denied ¹ (circle one)	District Decision (circle one)
1.				Yes No	Grant Deny
2.				Yes No	Grant Deny
3.				Yes No	Grant Deny
4.				Yes No	Grant Deny
5.				Yes No	Grant Deny
6.				Yes No	Grant Deny
7.				Yes No	Grant Deny

¹ Proposalder must state whether Proposalder will provide the Specified Item in the event the Substitution request is evaluate and denied. If Proposalder states that Proposalder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the Proposalder as non-responsive. However, if Proposalder states that Proposalder will provide the Specified Item in the event that Proposalder’s request for Substitution is denied, Proposalder shall execute the Purchase Agreement and provide the Specified Item(s). If Proposalder refuses to execute the Purchase Agreement due to the District’s decision to require the Specified Item(s) at no additional cost, Proposalder’s Proposal security shall be forfeited.



8.				Yes	No	Grant	Deny
9.				Yes	No	Grant	Deny
10.				Yes	No	Grant	Deny
11.				Yes	No	Grant	Deny
12.				Yes	No	Grant	Deny

This Request Form must be accompanied by evidence as to whether the proposed substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, manufacture, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the Contract Time for completion of the Project; and, (7) Vendor agrees to pay for any governmental review and approval costs, if any, associated with this substitution request.

The undersigned states that the following paragraphs are correct:

4. The proposed substitution does not affect the dimensions shown on any drawings.
5. The undersigned will pay for changes to the building design, including any governmental review and approval costs, if any, caused by the requested substitution.
6. The proposed substitution will have no adverse effect on the Contract Time.
7. Maintenance and service parts will be available locally for the proposed substitution.
8. In order for the District to properly review the substitution request, within five (5) days following the opening of Proposals, the Vendor shall provide samples, test criteria, manufacturer information, and any other documents requested by the District, along with a document which provides a side by side comparison of key characteristics and performance criteria.

Name of Bidder: _____

By: _____

District: _____

By: _____

EXHIBIT K - IRAN CONTRACTING ACT VERIFICATION

(Public Contract Code sections 2202-2208)

Prior to Proposaling on, submitting a proposal or executing a contract or renewal for goods or services of \$1,000,000 or more, a Supplier must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, check the correct option below and insert your supplier or financial institution name and Federal ID Number. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to Proposal on contracts. (Public Contract Code section 2205.)

☐ **OPTION #1 - THIS PROJECT IS LESS THAN \$1,000,000.**

<i>By (Authorized Signature)</i>	<i>Date Executed:</i>
<i>Printed Name and Title of Person Signing:</i>	

☐ **OPTION #2 – CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the supplier/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Supplier Name/Financial Institution</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	<i>Date Executed:</i>
<i>Printed Name and Title of Person Signing:</i>	

[CONTINUED NEXT PAGE]



☐ **OPTION #3 - EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to Proposal on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Supplier Name/Financial Institution</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	<i>Date Executed:</i>
<i>Printed Name and Title of Person Signing:</i>	

SAMPLE PURCHASE AGREEMENT FORM

THIS PURCHASE AGREEMENT, entered into this ____ day of _____, 20__ in the County of Fresno of the State of California, by and between the West Hills Community College District, hereinafter called the "District", and _____, hereinafter called the "Vendor" OR "Contractor".

WITNESSETH that the District and the Vendor for the consideration stated herein agree as follows:

- 1. SCOPE OF SERVICE.** Vendor shall perform the agreed-upon services as defined by the scope of work, deliverables, and standard of performance identified in Attachment(s), and in accordance with the terms and conditions of this Agreement. The services listed in this Agreement and in Attachment(s) are referred to as "Services". Vendor's Services will be timely and performed or provided consistent with the profession, skill and care of Vendor's profession and in compliance with all applicable laws and regulations.

ARTICLE 1 - TIME OF COMPLETION. Once the Vendor has received a notice to proceed, the Vendor shall deliver the completed AgTEC Truck Customization as set forth in the Specifications for the District's acceptance and approval on or before **December 31, 2025**. This shall be called Contract Time. It is expressly understood that time is of the essence.

ARTICLE 2 - CONTRACT PRICE. The District shall pay to the Vendor as full consideration for the faithful performance of this Purchase Agreement, the total sum (inclusive of sales tax, delivery and other charges) delivery of _____ DOLLARS (\$_____), said sum being the total amount stipulated in the Proposal Vendor submitted. Payment shall be made within 45 days of the acceptance of AgTEC Truck Customization being delivered and upon receipt of an approved invoice.

- 2. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES.** Should the District at any time during the performance of this Purchase Agreement, request any alterations, deviations, additions, or omissions from the Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void this Purchase Agreement, but the cost will be added to or deducted from the amount of the Contract Price, as the case may be, by a fair and reasonable valuation.
- 3. LICENSES AND PERMITS.** Vendor and all of the Vendor's employees or agents will secure and maintain in force all licenses and permits as are required by law, in connection with the performance of the Services or the furnishing of materials, articles or deliverables listed in this Agreement. All operations and materials shall be in accordance with the law.
- 4. TAXES.** Vendor will fully complete the Internal Revenue Service W-9 form or other required reporting form. Contractor acknowledges and agrees that it is the Contractor's sole responsibility to make the requisite tax filings and payment to the appropriate federal, state or local tax authorities. The District will not withhold any part of the Contractor's compensation for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation. Contractor agrees to indemnify, defend, and hold the District harmless from any tax consequences.

- 5. EXPENSES AND EQUIPMENT.** Contractor is solely and fully responsible for all costs and expenses incident to the performance of the Services by Contractor, including all instrumentalities, supplies, tools, equipment, or materials necessary to perform the Services.
- 6. STANDARD COMMERCIAL USE.** Contractor, whether manufacturer, supplier, distributor, or retailer, hereby certifies that the types of products and equipment used by Contractor to perform the Services have adequate spare parts exist in the marketplace for the items sold. Contractor will not deviate from this provision without the express written consent of the District.
- 7. WARRANTY.** Contractor warrants all equipment against manufacturing defects for a period not less than one (1) year from the District's date of acceptance, covering parts and labor, unless otherwise indicated. This warranty includes all costs of repair during the warranty period, including transportation costs. Contractor will pass along to the District all manufacturer warranties available. Additional warranties include 5 Year Standard Warranty, 3 Year Limited Warranty, and 1 Year Electrical Warranty as outlined in the attachment(s).
- 8. DELIVERY.** F.O.B. Destination and shall mean the Vendor pays all shipping costs, and title to merchandise and vested interest shall transfer to the District only when receipted for and accepted by the District's representative. The foregoing is the District's policy. If an exception is made it will be limited to shipping costs. If such exception is made, Vendor shall prepay and invoice the District for actual shipping charges. Ownership and vested interest in the merchandise shall remain with the Vendor while in transit and title shall transfer to the District only at such times as merchandise is received and accepted by the District. It shall be the responsibility of the Vendor to trace any merchandise lost in transit, and to seek damages from shipper for any merchandise damaged in transit it deems is in its best interest to do so.
- 9. DISTRICT'S INSPECTION.** All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Vendor from any obligation to fulfill this Purchase Agreement. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Vendor shall forthwith remedy such defect in a manner satisfactory to the District.
- 10. REMOVAL OF REJECTED ITEMS.** All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Vendor who shall assume and pay the cost thereof without expense to the District and shall be replaced by satisfactory items.
- 11. CASUALTY TO GOODS.** Should loss or damage to the goods or any part thereof occur before District takes delivery and possession, Vendor shall, at its option, repair or replace the goods or such part thereof as District demands at the same price stated in this Purchase Agreement.
- 12. NON-CONFORMING GOODS.** From date of receipt and for a period of 30 days thereafter, District shall have the absolute right to reject any and all goods which fail in any respect to strictly conform to the functionality, requirements and intent of this Purchase Agreement and/or any submittals, catalogs and bulletins, which right may be exercised by District at any time during this period regardless of any inspection, taking possession of, and payment for such goods by District, none of which acts shall

constitute acceptance of such goods by District. Goods which fail to strictly conform to the functionality, requirements and intent (subject to the exceptions as agreed to) of this Purchase Agreement and any submittals, catalogs and bulletins, may be accepted by District only by writing signed by District expressly stating District's acceptance of such goods. Vendor shall promptly remove all rejected goods at Vendor's sole cost and expense.

- 13. COMPLIANCE WITH APPLICABLE LAWS.** The Services must meet the approval of the District and are subject to the District's general right of inspection to ensure they are satisfactorily completed. Vendor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Vendor, the Services, Vendor's business, equipment, and personnel engaged in operations covered by this Agreement, or accruing out of the performance of such operations.
- 14. RIGHT TO WITHHOLD AMOUNTS AND MAKE APPLICATION THEREOF.** The District may authorize to withhold a sufficient amount or amounts of any payment otherwise due to the Vendor, as in its judgment may be necessary to cover any defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.
- 15. STANDARD OF PERFORMANCE.** The Vendor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities and all other means whatsoever, except as herein otherwise expressly specified to be furnished by the District, necessary or proper to perform and complete the work and provide the Services required of the Vendor by this Agreement.
- 16. TIME OF ESSENCE.** Time is of the essence in this Purchase Agreement. All dates and times stated herein by which Vendor shall ship and deliver the goods to District within the Contract Time. Should Vendor fail to so adhere to any such date and time requirement or should District have good and reasonable cause to be insecure as to Vendor's ability to so adhere, and such delay in reasonable progress is caused by Vendor or by those for whom Vendor is legally responsible, then to that extent, District shall have the right to require Vendor, at Vendor's sole cost and expense, to work or cause to be worked overtime or premium time hours and/or to ship the goods by the most expeditious means available as reasonably determined solely by District.
- 17. LIQUIDATED DAMAGES.** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Vendor will pay the District the sum of Fifty Dollars (\$50.00) per calendar day for each and every day of delay beyond the Contract Time set forth in this Agreement as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Vendor further agrees that the District may deduct such amount thereof from any money due or that may become due the Vendor under this Purchase Agreement.
- 18. TERMINATION:**
- 18.1. Termination for Convenience. District shall have the right to terminate this Purchase Agreement in whole or in part at any time and without cause or for District's convenience by written notice to Vendor, and Vendor shall immediately cease work hereunder on receipt of such notice. If the goods identified in this Purchase Agreement are specially manufactured goods, and

provided that Vendor is not in breach of any duty or requirement of this Purchase Agreement, District shall pay Vendor all actual costs of manufacturing all conforming finished goods in Vendor's possession or in shipment and goods in process of manufacture, including reasonable overhead cost as of the date of Vendor's receipt of notice of termination. If the goods are stock goods, rather than specially manufactured goods, and provided Vendor is not in breach of any duty or requirement hereunder, District shall only pay to Vendor its reasonable re-stocking cost(s). In no event shall District pay Vendor or be liable to Vendor for loss of any anticipated profits or consequential or incidental damages.

- 18.2. Termination for Default. District may also terminate this Purchase Agreement for cause in the event of a default by Vendor. In such event, District shall not be liable to Vendor for any amounts, and Vendor shall be liable for, and shall hold District harmless from, any damages occasioned by the Vendor's breach or default. If it should be determined that the District has improperly terminated this Purchase Agreement for default, such termination shall be deemed to be for District's convenience.

19. PATENT INDEMNITY. Vendor warrants that it is fully vested with the right to sell and deliver the goods identified in this Purchase Agreement and that neither the sale of the goods nor their use by District or persons in privity with the District shall infringe any patent, license or copyright. Vendor shall defend, save harmless and indemnify the District and its Board of Trustees, officers, employees, and persons in privity with the District from any and all claims, demands, judgments, liabilities, costs, fees and expenses, including attorneys' fees, arising out of and in connection with any breach of this warranty and any allegation that the sale and/or use of the goods identified in this Purchase Agreement infringes any patent.

20. INDEMNITY. The Vendor agrees to and does hereby indemnify and hold harmless the District and its Board of Trustees, officers, and employees from liability of any nature or kind on account of:

- 20.1. Use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used under the Purchase Agreement;
- 20.2. Liability for damages for (1) death or bodily injury to persons, (2) injury to property, (3) design defects or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Vendor or any person, firm or corporation employed by the Vendor upon or in connection with the work called for in the Purchase Agreement except for liability resulting from the sole negligence, wrongful misconduct or unlawful acts of the District, its officers, employees, agents or independent contractors who are directly employed by the District; and
- 20.3. Any injury to or death of persons or damage to property, sustained by any person, firm, or corporation, including the District, arising out of, or in any way connected with the work covered by the Purchase Agreement, whether said injury or damage occurs either on or off District property, except for liability resulting from the sole negligence, wrongful misconduct or unlawful acts of the District, its officers, employees, agents or independent contractors who are directly employed by the District.

The Vendor at his own cost, expense, and risk shall defend any and all actions, suits or other legal proceedings that may be brought or instituted against the District or its Board of Trustees, officers,

and employees, on any such claim or demand referred to in Paragraphs A), B), C) above and pay or satisfy any judgment that may be rendered against any of them.

21. INSURANCE REQUIREMENTS. Contractor and its officers, employees, agents, and subcontractors shall, at their expense, maintain and comply with Insurance Requirements listed below to protect Contractor and District from any claims for personal injury, bodily injury and property damage arising from, pertaining to or relating to the scope of work under this Agreement:

- 21.1. Commercial General Liability. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, other injury, and property damage.
- 21.2. Workers' Compensation. Statutory limits required by the State of California.
- 21.3. Primary Insurance. Any insurance or self-insurance maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.
- 21.4. Waiver of Subrogation. In the event of loss due to any perils, Contractor shall provide a Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents, volunteers and employees or a blanket waiver of subrogation endorsement for the following: Commercial General Liability and Workers' Compensation.
- 21.5. Additional Insured. Insurance shall name the District and its Board of Trustees, officers, employees, agents, and volunteers as Additional Insured under its Commercial General Liability and Automobile Liability policies.
- 21.6. Certificate of Insurance. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to the District. Contractor shall furnish to the District original certificates of insurance and amendatory endorsements effecting coverage required by this Agreement and indicating a thirty (30) day cancellation notice or notice of reduction in coverage before performing any Services under this Agreement. Contractor will be in material default of the Agreement if it fails to timely furnish these documents to the District.

22. PROTECTION OF CONFIDENTIAL INFORMATION. Contractor understands and acknowledges that during its performance of the Services, it or its employees may have access to private and confidential information in the District's possession, custody or control, including but not limited to private information regarding students, parents, guardians, faculty, donors, employees, staff, alumni, or other personnel data or information and other District related trade secrets, business plans, and other proprietary information ("Confidential Information"). This information may be protected by state and federal law. Contractor will not disclose, copy, or modify any Confidential Information without the prior written consent of the District or unless otherwise required by law. Contractor will promptly notify the District if it becomes aware of any possible unauthorized disclosure or use of the Confidential Information. The provisions of this section shall survive the termination or expiration of this Agreement.

23. ADA/ Accessibility. With respect to ADA compliance, the Vendor shall:

- 23.1. Conform to section 508 of the Rehabilitation Act (<http://www.section508.gov/section-508-standards-guide>) and WCAG 2.1, Level AA (<https://www.w3.org/TR/>)
- 23.2. Comply with all applicable FCC regulations regarding advanced communications services (<http://www.fcc.gov/encyclopedia/advanced-communications-services-acs>).
- 23.3. Resolve immediately any accessibility issues that are discovered or encountered by end users and communicate a concrete timeframe for resolving the issue(s).

23.4. Prior to contract signing, must present a VPAT or other documentation demonstrating compliance.

- 24. NON-DISCRIMINATION ENDORSEMENT.** Contractor and District mutually agree that they will comply with all applicable Federal and California state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the work, or against any other person, on the basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by law, including but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, Contractor agrees to require like compliance by all hired subcontractors.
- 25. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS.** District is an equal opportunity employer. By entering into this Agreement, Contractor certifies that he/she is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, Title VII of the Civil Rights Act of 1973, the California Fair Employment and Housing Act and any other Federal or State law and regulations related to Equal Employment Opportunity. Contractor's personnel policies shall be made available to District upon request.
- 26. DRUG-FREE WORKPLACE.** Contractor is aware of the provisions of California Government Code §§8350, et seq. and by entering into this agreement certifies that Contractor will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990. Contractor understands that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor further understands that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
- 27. OWNERSHIP OF INTELLECTUAL PROPERTY.** The services performed hereunder are work made for hire and District shall exclusively own, in perpetuity and worldwide, all rights to and flowing from the work, including any work product, performed under this Purchase Agreement. Vendor assigns to District any rights Vendor could have, may have, or does have, in the work or the work product performed under this Purchase Agreement, and District shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, or patent of said matters in the name of the District. Vendor consents to the use of Vendor's name in conjunction with the sale, use, performance, and distribution of said matters, for any purpose and in any medium.
- 28. DUTY TO COOPERATE.** Vendor shall fully cooperate with District in prosecuting or defending against any claim(s) against or by any third party(ies) the subject matter of which has to do with the goods identified in this Purchase Agreement.
- 29. COMPLIANCE WITH APPLICABLE LAWS.** The Services must meet the approval of the District and are subject to the District's general right of inspection to ensure they are satisfactorily completed. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, the Services, Contractor's

business, equipment, and personnel engaged in operations covered by this Agreement, or accruing out of the performance of such operations.

- 30. SUCCESSORS; NO ASSIGNMENT.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Contractor and the District. Neither Contractor nor District may assign rights or obligations of this Agreement without the prior written consent of the other, which may be withheld or granted in sole discretion of the Party requested to grant consent.
- 31. GOVERNING LAW.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Contractor. Any legal proceedings brought to interpret or enforce the terms of this Agreement, shall be brought in Los Angeles County, California.
- 32. DISPUTES.** Except in the event of the District's failure to make earned and undisputed payments to Contractor, if the District and Contractor have a dispute, each will continue to perform its respective obligations, including Contractor's duty to provide and perform the Services, during all attempts to resolve the dispute.
- 33. MEDIATION; ARBITRATION.** Parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement or its subject matter, they will participate in good faith in mediation and agree to equally share all mediator fees. If the Parties are unable to resolve the dispute or controversy through mediation, the Parties agree to submit the pending dispute or controversy to final and binding arbitration to be held in Fresno County, California, and to be governed by the Federal Arbitration Act ("FAA"). By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence. The prevailing party shall be awarded all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on preclude a court from awarding attorneys' fees and costs to the prevailing party. The provisions of this section will apply during the term of this Agreement and survives after the termination or expiration of this Agreement.
- 34. RIGHTS CUMULATIVE.** These terms and conditions are not intended and shall not in any way be construed to limit or restrict, the parties' rights and remedies at law and in equity, except as otherwise provided herein. Any failure or forbearance by either party to enforce any of these terms and conditions or any of its rights and remedies at law or in equity shall not constitute and shall not be asserted as a waiver or relinquishment of any rights and remedies under this Purchase Agreement, at law and in equity.
- 35. FORCE MAJEURE.** The Vendor and District are excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, pandemic, epidemic, Governmental Authority, state of emergency, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government,

when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

Should such an event take place which allows the Vendor and/or District to continue services under the agreement, Vendor will provide services following the recommendations, as well as description of mandatory safety and health standards, of the California Occupational Safety, Health Administration (Cal/OSHA), and District. Vendor shall also be responsible to monitor and follow Cal/OSHA, Center for Disease Control (CDC), Fresno County, Kings County, and other applicable association guidelines and ordinances as it relates to the services provided. Vendor may also be required to provide additional documentation to the District such as a "Pandemic Plan."

- 36. LIMITATION OF LIABILITY.** The District's financial obligations under this Purchase Agreement are limited to the payment of the compensation provided in this Purchase Agreement. Notwithstanding any other provision of this Purchase Agreement, in no event, shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Purchase Agreement for the services performed in connection with this Purchase Agreement.
- 37. INDEPENDENT CONTRACTOR.** In the performance of this Purchase Agreement, Vendor shall act as an independent contractor. Vendor shall perform the services and obligations under this Purchase Agreement according to the Vendor's own means and methods of work which shall be in the exclusive charge and under the control of Vendor, and which shall not be subject to control or supervision by the District except as to the results of the work. Vendor understands and agrees that he/she/it and all of his/her/its employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Vendor assumes the full responsibility for the acts or omissions of his/her/its employees or agents as they relate to the services to be provided under this Purchase Agreement. Vendor is not authorized to make any representation, contract or commitment on behalf of the District.
- 38. PROVISIONS REQUIRED BY LAW.** Each and every provision of law and clause required to be inserted in this Purchase Agreement shall be deemed to be inserted herein, and this Purchase Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Purchase Agreement shall forthwith be physically amended to make such insertion or correction.
- 39. COMPONENT PARTS OF THE CONTRACT.** The Purchase Agreement entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Purchase Agreement as if herein set out in full or attached hereto:

Notice Inviting Proposals
Request for Proposal Document (RFP)
List of Subcontractors
Non-Collusion Affidavit
Certificate of Non-Discrimination



Agreement to Terms and Conditions
Proposal Form
Vendor's Certificate Regarding Worker's Compensation
Purchase Agreement Form
Specifications
All Addenda as Issued
Drawings/Plans, if any
Substitution Request Form
Iran Contracting Act Verification
Job-Walk/Pre-Proposal Site Visit

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

- 40. PREVAILING WAGES.** If applicable, Vendor must comply with California Labor Code section 1720 et seq. and not pay not less than the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the contract, including holiday and overtime work as well as employer payments for health and welfare, pension, vacation, and similar purposes.
- 41. AUDIT.** Contractor agrees that the District has the right to review, audit, and to copy any of Contractor's or Contractor's sub-consultants' records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is required. Contractor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Contractor agrees to include a similar right of the District to audit records and interview staff in any subcontract related to performance of this Agreement.
- 42. ADVERTISING.** Contractor shall not use the logo or name of the District, its officers, directors, employees, or agents, in advertising, social marketing campaigns, publicity releases or otherwise without securing the prior written consent of the District in each instance.
- 43. NON-WAIVER.** The failure of the District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by the party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 44. NOTICE.** All notices required or permitted to be given under this Agreement by either party to the other, shall be in writing and given, served, and received, if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery services, or facsimile transmission, addressed as follows:

For District:
West Hills Community College District
Attention: Purchasing



275 Phelps Avenue
Coalinga, CA 93210

For Contractor:

Contact information as referenced in RFP 2026-1 Exhibit A: Proposal Form

Any notice personally given or sent by facsimile transmission is effective upon receipt. Any notice sent by overnight delivery service is effective the business day next following delivery by overnight services. Any notice given by mail is effective three days after deposit in the United States mail.

- 45. SEVERABILITY.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 46. APPROVAL BY DISTRICT'S BOARD OF TRUSTEES.** Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against the District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.
- 47. CONFLICT OF INTEREST AND PROHIBITED INTERESTS.** No officer, employee, or any other agent of the District authorized in any capacity on behalf of the District to exercise any fiduciary, executive, or other similar functions, shall be allowed to possess or accept, directly or indirectly, or in any part thereof, any financial interest in any contract, Proposal or other procurement activity of the District. Additionally, no officer, employee, or any other agent of the District similarly authorized, shall be allowed to possess or accept any form of gift, payment, undue advantage or influence, directly or indirectly, or in any part thereof. The District reserves the right, before any Agreement or procurement award is made, to require an affidavit from the respective Bidder or Contractor to disclaim in writing any conflict of interest. Furthermore, the District reserves the right to reject any Bidder or Contractor if any such conflict is discovered, and subsequently award to the next preferred vendor.
- 48. NO MODIFICATIONS.** This Purchase Agreement may not be amended or modified except in writing signed by District and Vendor
- 49. ENTIRE AGREEMENT.** This Agreement and Attachment(s) constitute the sole entire Agreement and understanding between the District and Contractor concerning their subject matter. It replaces and supersedes all prior agreements or negotiations, whether written or verbal. It may not be modified except in a writing signed by the District and Contractor.
- 50. AUTHORITY.** Each of the Parties and signatories to this Agreement represents and warrants that he or she has the full right, power, legal capacity and authority to sign, enter into and perform the Parties' respective obligations hereunder and that such obligations shall be binding upon such Party.

IN WITNESS WHEREOF, this Purchase Agreement has been duly executed by the above named parties, on the day and year first above written.



AgTEC Truck Customization

RFP #2026-1

VENDOR:

WEST HILLS COMMUNITY COLLEGE DISTRICT:

Typed or Printed Name

Typed or Printed Name

Title

Title

Signature

Signature

Dated: _____

Dated: _____

(CORPORATE SEAL)