



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

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 4:00 pm sealed submittals for:

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 Shanna Ahrens, by the date and time noted under Project Specific Dates.

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3.3.1 : 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

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

- 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 Include a detailed table of contents for all sections of the submittal.
- 3.4.3
 - 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



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

Bidders shall complete and



4.2.

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





This checklist is provided to assist in the preparation of Bidder's submission. It is only intended as a guide.
Bidder



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.

Ag Technology Mobile Classroom	\$ _____
Delivery	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____

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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.





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.

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.

NAME	
ADDRESS	
CITY, STATE ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
NAME	
ADDRESS	
CITY, STATE ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
NAME	
ADDRESS	
CITY, STATE ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	



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.

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 _____ the form of Agreement _____ .

_____ Bidder proposes _____ to the form of Agreement. If this choice is selected, Bidder _____



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 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).



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.



8.



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-



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.

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.

. Contractor warrants all equipment against manufacturing defects for a period not less than one year from the District's date of acceptance,





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

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.

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.

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.



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

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.

. 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.

. 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.

. 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 Fre



275 Phelps Avenue
Coalinga, CA 93210

For Contractor:

Contact information as referenced in RFP 2023-1 Exhibit A: Proposal Form

Any notice personally given or sent by facsimile transmission is effective upon receipt. Any notice



Typed or Printed Name

Typed or Printed Name

Title

Title

Signature

Signature

Dated: _____

Dated: _____