



Merced County Office of Education
632 West 13th Street
Merced, CA 95341

BID PROPOSAL PACKET

Submit bids on the forms within the Bid Proposal Package in a sealed envelope plainly marked:

BID #2023-19 “Merced County Office of Education Student Tutoring Services”

BID OPENING DATE: May 31, 2023
BID OPENING TIME: 2:00 PM as determined by internet
(<http://nist.time.gov/timezone.cgi?Pacific/d/-8/java>)

MAIL OR DELIVER BIDS TO:

Merced County Office of Education
Facilities & Support Services
2100 Cooper Ave, Ste B.
Merced, CA 95348

QUESTIONS RELATED TO BID:

Any questions related to this bid should be directed to Janet Riley, Assistant Superintendent Business Services, Merced County Office of Education, via email to jriley@mcoe.org.

REQUEST FOR BID PROPOSAL

Notice is hereby given that the Merced County Office of Education (hereafter referred to as the "MCOE") will accept Proposals for **STUDENT TUTORING SERVICES**.

Specifications and Proposal documents may be obtained by mail or in person from the Facilities Department, 2100 Cooper Ave, Ste B., Merced, CA 95348.

Bid Proposals must be submitted in a sealed envelope plainly marked: "Merced County Office of Education Student Tutoring Services" and bearing the name and address of the **VENDOR**. **Proposals must be received prior to 2:00 PM on May 31, 2023**, in the Facilities & Support Services Department, Merced County Office of Education, 2100 Cooper Ave, Ste B., Merced, CA, 95348. Note: It is the total responsibility of the **VENDOR** to return bids to the MCOE by the required date and time. The MCOE is closed between 12:00 P.M. and 1:00 P.M. Monday through Friday and on weekends, and holidays.

BIDDERS may submit pre-bid inquiries or clarification requests. **BIDDERS** are solely and exclusively responsible for submitting such inquiries or clarification requests **by 4:00 PM**, not less than SEVEN (7) calendar days prior to the scheduled closing date (**May 31, 2023**) for the receipt of Bid Proposals. MCOE will not respond to any **BIDDER** inquiries or clarification requests unless such inquiries or clarification requests are submitted timely to: jriley@mcoe.org. A copy of the request for clarification and the response thereto will be emailed to all **BIDDERS**. Corrections will be made by addenda issued to each **BIDDER**. All addenda issued during the time of bidding shall be incorporated into the bid. It is the **BIDDER'S** sole responsibility to obtain any and all Addenda prior to the bid opening and to acknowledge its receipt and review of the Addenda in its Bid Proposal. **BIDDER's** failure to acknowledge receipt and review of the Addenda in its Bid Proposal shall render the Bid Proposal non-responsive.

Bid Proposals shall not be withdrawn by any **BIDDER** for a period of sixty (60) days after the opening of Bid Proposals. During this time, all **BIDDERS** shall guarantee prices quoted in their respective Bid Proposals.

Each **VENDOR** shall execute and submit with their bid the required background check certification, workers compensation certification, drug and tobacco free certification and non-collusion affidavit in compliance with Section 7106 of the Public Contract Code.

Contract(s), if awarded, will be by action of Merced County Superintendent of Schools to the responsible **BIDDER(S)** who can provide proper and satisfactory services at the lowest price. Pursuant to Education Code § 39802, the MCOE may let the contract for the service to other than the lowest **BIDDER**. The MCOE reserves the right to accept or reject any or all bids or any items therein, to waive any non-material irregularities or informalities, and to contract in the best interests of the MCOE.

Steve M. Tietjen Ed.D., Merced County Superintendent of Schools
By: Joe Schoneman, Director – Facilities & Support Services

LEGAL TO RUN: May 11 & May 18, 2023
Merced Sun Star P.O. #230214

INSTRUCTIONS TO BIDDERS

An original and two (2) copies of this ***Bid Proposal Packet*** supplied by MCOE shall be submitted at bid time. Every form herein, requiring signature must be completed, signed, and submitted with your Proposal. Any supplementary information you include with your Proposal must be clearly identified as “SUPPLEMENTAL INFORMATION” and placed at the very back of your completed ***Bid Proposal Packet*** (and the three copies thereof). Your completed ***Bid Proposal Packet*** and the three copies thereof shall be delivered in a sealed envelope plainly marked: Bid #2023-19 “Merced County Office of Education Student Tutoring Services” and bearing the name and address of the **VENDOR**. Deposit with the Facilities & Support Services Department, Merced County Office of Education, 2100 Cooper Ave. Ste B, Merced, CA 95348 prior to 2:00 P.M. May 30, 2023. Late Proposals will be rejected.

Bid Question/Clarifications

If any **BIDDER** has questions, finds discrepancies in, or omissions from, the bid documents, a **written** request for clarification may be submitted via email to jriley@mcoe.org, up to **Seven (7) days prior to the bid due date (May 31, 2023)**. A copy of the request for clarification and the response thereto will be emailed to all **BIDDERS**. Corrections and clarifications will be made by addenda issued to each **BIDDER**. All addenda issued during the time of bidding shall be incorporated into the bid. The MCOE will not be responsible for oral interpretations.

Opening of Proposals and Information Available:

Proposals will be opened and read shortly after 2:00 P.M. on May 31, 2023, at the Merced County Office of Education, Facilities & Support Services Office, 2100 Cooper Ave. Ste B, Merced, CA 95348. Whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by MCOE after it has commenced the public opening and reading of Bid Proposals. Bid Proposals submitted after such time are non-responsive and will be returned to the **BIDDER** unopened. The Proposal opening shall be open to the public. **VENDORS**, their representatives, and other interested persons may be present at the Proposal opening.

At the Proposal opening, the following information will be announced:

- A. **VENDOR’S** Name
- B. Affirmative or Negative Presence of Completed Bid Submittals
- C. Proposed Tutoring Rates per Student

Bid Protest Procedure:

Any **BIDDER** submitting a Bid Proposal to the MCOE may file a protest of the MCOE’s intent to award the Contract if each and all of the following are complied with:

- A) The bid protest is in writing.
- B) The bid protest is filed and received by MCOE’s Facilities & Support Services Director, not more than five (5) calendar days following the date of the opening of the Proposals; and

C) The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible, and creditable evidence.

Any bid protest not conforming to the foregoing shall be rejected by MCOE as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the MCOE shall review and evaluate the basis of the bid protest. The MCOE Facilities Director shall provide the **BIDDER** submitting the bid protest a written statement concurring with or denying the bid protest. Based on this statement, the MCOE Assistant Superintendent of Business Services will render a determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest. A determination by the MCOE Assistant Superintendent of Business Services relative to a bid protest shall be final and not subject to appeal or reconsideration. All the above requirements, including a final determination by the MCOE Assistant Superintendent, shall be an express condition precedent to the institution of any legal or equitable proceedings relative to this bid. Failure to timely submit a written protest meeting all the above requirements shall be a complete waiver of the right to protest or initiate a legal proceeding related to this RFP. In the event that any such legal or equitable proceedings are instituted and the MCOE is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising there from.

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TERMS AND CONDITIONS

1. Definitions

Where any word or phrase defined below, or a pronoun is used in place thereof, is used in any part of this Request for Proposal, Proposal Form and Addenda, it shall have the meaning here set forth:

BIDDER Vendor as defined below.

MIGRANT Migrant Education Program (MEP), Region III

MCOE Merced County Office of Education.

PROPOSALS Completed Bid Proposal Packet, addenda, certifications, affidavits, forms, bonds, and any required documents listed in Bid Proposal Packet.

SUPERINTENDENT County Superintendent of Schools or designated staff of the Merced County Office of Education.

VENDOR The party/parties submitting the Proposal and or the party/parties awarded the contract.

2. Term

The term of this Agreement shall be **Twelve (12) months** from the date of commencement of the Work as established in the Owner's Notice to Proceed. 23/24 School year, beginning approximately August 15, 2023. There shall be no extension of the Term without an amendment signed by all Parties and approved by the MCOE's Superintendent.

3. Examination of Contract Documents and Conditions

Before submitting a Proposal, the **VENDOR** shall thoroughly familiarize themselves with all Contract documents and Addenda issued before the Proposal opening. Such Addenda shall form a part of the Proposal and shall be made a part of the Contract documents. It shall be the **VENDOR'S** responsibility to ascertain that their Proposal includes and acknowledges all Addenda issued prior to the Proposal opening. If the **VENDOR** does not completely understand the Proposal and Contract conditions and requirements, they shall request such information from the MCOE. Any **VENDOR** in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors, or omissions therein; or finds variances in any of the Contract Documents with the Laws shall submit a request for a clarification, interpretation, or correction thereof to MCOE. **VENDORS** are solely and exclusively responsible for submitting Pre-Bid Questions no later than the time/date designated in the Instructions to **BIDDERS**. No person is authorized to: (i) render an oral interpretation or correction of any portion of the Contract Documents; or (ii) provide oral responses to Pre-Bid Questions. No **BIDDER** is authorized to rely on any such oral interpretation, correction, or response.

4. Award, Rejection

A) This solicitation, the evaluation of proposals, and the award of any resulting contract shall be made in conformance with applicable MCOE policies and State of California law. All documents submitted to MCOE on behalf of this RFP will become the exclusive property of the MCOE and will not be returned. Award will be made to the responsive and responsible **VENDOR** submitting the responsive Proposal with the lowest price per **STUDENT** provided that if MCOE determine that all Proposal requirements are met and that the public interest will be best served by accepting other than the Proposal with the lowest price per **STUDENT**. In the case of a tie for lowest price **STUDENT** per the scoring sheet, the **VENDOR** who can serve the maximum number of students will be awarded. Pursuant to Education Code § 39802, the MCOE may let the contract for the service to other than the lowest **BIDDER**. MCOE reserves the right to accept or reject any or all Proposals and any part thereof and to waive all any irregularities or informalities in any Proposal or in the bidding. A responsive Proposal shall mean a Proposal which conforms to and complies with requirements of the RFP and Contract Documents. A Proposal that does not conform to material bidding requirements, as reasonably determined by MCOE, is subject to rejection for non-responsiveness. If any **VENDOR** to whom an award is made refuses, or fails to execute and return the Contract Agreement, insurance referred to in Paragraph 8 hereinafter, MCOE may, at its option accept the Proposal of, and make the award to another **VENDOR**. In the event that there are no other **VENDORS**, or if no other Proposal is acceptable, MCOE may enter into a Contract with a person, firm, or corporation able and willing to satisfactorily furnish the said **TUTORING** service. The determination by MCOE as to which **VENDOR** is successful shall be final. **Notwithstanding the foregoing, MCOE reserves the right to award to multiple VENDORS to complete all or a portion of the scope of work described herein.**

B) In addition to bid pricing, MCOE will take into consideration, but is not limited to, the following criteria in making the award (Refer to Appendix A, **VENDOR** Questionnaire):

1. **VENDOR'S** experience, financial responsibility and capability.
2. **VENDOR'S** assurance that the **VENDOR** can be in effective operation by date of Contract.

C) Do not modify bid documents: Additional terms, exceptions, modification of MCOE bid documents, or counteroffers may cause a bid to be deemed non-responsive and thus subject to rejection.

D) **CONTRACT DOCUMENTS:** The complete Contract includes the Request for Proposal, Proposal Form, Offer To Provide Tutoring Services, **VENDOR** Questionnaire (Appendix A to Proposal). Any of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

E) MCOE reserves the right to withdraw or modify this RFP before the closing date without cause. All participating responders will be notified in the instance of withdrawal or modification.

F) Any Vendor may withdraw his or her bid personally or by written request at any time prior to the scheduled due date and time for receipt of bids.

5. Indemnification

A) Unless arising solely out of the active negligence or willful misconduct of MCOE, the **VENDOR** agrees to hold the MCOE, MCOE's Governing Board, and MCOE's directors, officers, employees, agents, and/or consultants/representatives harmless from any and all claims and liabilities for damages to all persons and/or property including, but not limited to, employees of the **VENDOR** and heirs of employees of the **VENDOR**, arising out of and in the course of the performance of this Agreement.

B. Unless arising solely out of the active negligence or willful misconduct of MCOE, the **VENDOR** shall indemnify, defend, and hold harmless the MCOE, MCOE's Governing Board, and MCOE's directors, officers, employees, agents, and/or consultants/representatives from all claims, demands and liabilities, including without limitation, attorneys' fees, which arise out of or related in any manner to this Contract and/or the tutoring services provided. The **VENDOR**'s obligations hereunder include claims for or related to, without limitation: (a) injury to, or death of, persons; (b) damage to property; (c) theft or loss of property; (d) other losses, damages or costs arising out of, in whole or in part, of the acts, omissions or other conduct of the **VENDOR**, its employees, agents and independent contractors. The **VENDOR**'s obligations hereunder shall survive termination of the Contract and continue until all statutes of limitations have passed.

6. Civil Rights, Non-Discrimination, and Sexual Harassment

The successful **VENDOR** agrees that he/she will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by, or pursuant to, the Regulations of the Department of Health, Education and Welfare (45 CFR Part 80) issued pursuant to the Title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any programs or activity for which the **VENDOR** receives Federal financial assistance from the Department: and hereby gives assurance that he/she will immediately take any measures necessary to effectuate this agreement.

The **VENDOR** shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The **VENDOR** shall comply with all applicable laws, ordinances, rules, and regulations prohibiting workplace discrimination and/or discriminatory employment practices.

It is the policy of MCOE to ensure that everyone complies with Education Code, Government Code, Title V of the Administrative Code, and all other related statutes related to the prevention of Sexual Harassment. All **VENDORS** agree to comply with MCOE's Sexual Harassment Prevention Program and all applicable Federal and California laws including but not limited to the California Fair Employment & Housing Act commencing with California Government Code §12950, et seq. In addition, all **VENDORS** agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.

7. Execution of Contract

A) The faithful performance by the **VENDOR** of each and every term, condition, and provision of the Agreement is expressly made a condition precedent for the payment of any sums agreed herein to be paid to the **VENDOR** by MCOE. The **VENDOR** shall fully and faithfully perform all conditions and covenants of this Agreement.

B) It is understood and agreed by the **VENDOR** that should its Proposal be accepted and Contract awarded to such **VENDOR**, and **VENDOR** fails, within ten (10) days after receiving notice from the MCOE to properly execute the Contract, the MCOE may, at its option, determine that this **VENDOR** has abandoned its Proposal and may accept the Proposal of and award the Contract to another **VENDOR**. Thereupon the award of said Contract to this **VENDOR** shall be null and void.

8. Insurance

All **VENDORS** will, when Proposals are submitted, be required to furnish evidence of insurance covering all operations under this Contract in a form and with companies acceptable to the MCOE as follows:

LIMITS OF LIABILITY (MINIMUM): TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence covering bodily injuries, wrongful death, property damage, and all other related or contingent liabilities.

Insurance shall be from a California Admitted Insurance Agency having an *AM Best* Rating of A- or better and provide coverage for MCOE from the time Pupils are delivered into custody of **VENDOR**, or the custody of his/her employees.

The Merced County Office of Education, its governing board, officers, administrators, agents, and employees will be named as additional insureds. Evidence of above insurance and of Workers' Compensation Insurance must be provided to MCOE. There are no exceptions to this requirement. If any **VENDOR** fails to furnish required documentation within ten (10) days after request by MCOE to do so, MCOE may, at their option, determine that **VENDOR** has abandoned his/her Proposal and accept the Proposal of and award the Contract to another responsive and responsible **VENDOR** (as referred to in Section 4, Part A).

VENDOR shall not commence work under this Contract until he/she has obtained, at his/her own expense, all the insurance required under this section, and until such insurance has been approved by MCOE. Approval of the insurance by MCOE shall not relieve, nor decrease, the liability of the **VENDOR** hereunder.

VENDOR will furnish, in subsequent years, to MCOE, annual evidence of such insurance coverage in a form, and with companies acceptable to MCOE. Said evidence shall provide for a 90 day advance notice to MCOE in the event of cancellation or material change in the coverage.

9. Base Rate Per Hour

This term means the maximum daily billable rate per hour for each student served. Hours of service are to be considered as consecutive for billing purposes, even though the tutoring schedules may call for split shifts consisting of one or more sessions per student per day.

10. Cash Discounts

- A. Unless otherwise specified, all prices bid shall be considered to be net. Cash discounts will be considered for bid evaluation purposes for timely payment only. Timely payment by the MCOE shall be in no case less than twenty (20) days, as described below. Further discounts for payments in less than twenty days may be accepted if determined to be in the best interest of the MCOE, but such discounts shall not be considered for the purpose of bid evaluation.
- B. In connection with any cash discount offered, time will be calculated from the date of complete delivery of the supplies, labor, or equipment specified, or from the date correct invoices are received in the MCOE Accounting Office, whichever is later. For the purposes of earning the discount, payment is deemed to be made on the date of mailing of the MCOE warrant.

11. Taxes

State and local taxes and all other applicable taxes are to be included in bids.

All payments made by MCOE to **VENDOR** pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. Unless required by law, MCOE will not withhold any money from fees payable to **VENDOR**, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. If applicable, **VENDOR** shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to **VENDOR** and the **VENDOR** Parties and otherwise in connection with this Agreement.

12. Default by Bidder

In case of default by **VENDOR**, the MCOE may procure the articles or services from other sources and may deduct from any moneys due, or that may thereafter become due to the **VENDOR**, the difference between the price named in the contract or Purchase Order and the actual cost thereof to the MCOE. Prices paid by the MCOE shall be considered the prevailing market price at the time such purchase is made.

Default by the **VENDOR** may be sufficient cause to remove bidder from the approved **VENDOR** list for subsequent bids.

Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Assistant Superintendent of Business Services.

13. Proposal Requirement

To receive consideration, Proposal must comply with the following:

A) All Proposals shall be filed only on forms provided by and available from the MCOE and should be typed or printed clearly. An original and the required number of copies (3) shall be submitted. Proposal prices shall be entered in the spaces provided on the Proposal form. Proposals must be returned in a sealed envelope plainly marked: **Bid #2023-19 "Merced County Office of Education Tutoring Services"** and bearing the name and address of the **VENDOR**.

B) Prices quoted must be firm and any Proposal requiring receipt of Contract Award prior to 90 days from Proposal opening will be unacceptable.

14. Proposal Opening, Inspection

Proposals will be opened by the MCOE Purchasing Department or designee at the hour and place stated in the Request for Proposals in the presence of all **VENDORS** who attend. At the Proposal opening, the following will be announced: **VENDOR** Name; Affirmative or Negative presence of Certifications, and Signature; Number of Copies of Proposal Received; Proposed Hourly Rates.

15. Attorney Fees/Legal Forum

In the event that suit, or action is brought by either party in this contract to enforce any of the rights thereunder, the prevailing party shall be entitled to recover such additional sums as the court may adjudge reasonable attorney fees.

This RFP shall be construed and enforced in accordance with the laws of the State of California. In the event of litigation, the venue shall lie in a court of competent jurisdiction located in Merced County, California.

16. Assignment of Contract

The Vendor shall not assign this bid or any subsequent award in whole or in part, or any payment due or to become due thereunder, without the written consent of the MCOE and all sureties who have executed bonds on behalf of the Vendor in connection with this award.

17. Scope Of the Requirement – Information for VENDORS

Specifically, this Scope of Work will be for the Migrant Education Program (MEP), Region III, Merced County Office of Education (MCOE). Region III serves migrant education students in 52 districts in the counties of Madera, Merced, and Stanislaus.

The Migrant Education Program (MEP) is authorized under Part C of Title I of the Elementary and Secondary Education Act (ESEA) of 1965. The MEP is administered through 20 MEP subgrantees across the state. Some of these subgrantees are based at the county office of education and some at individual school districts. **MEP Region III is based at the MCOE Complex, 632 West 13th Street, Merced CA 95341.**

MEP funds support high quality education programs for migratory children and help ensure that migratory children who move among the states are not penalized in any manner by disparities among states in curriculum, graduation requirements, or state academic content and student academic achievement standards. Funds also ensure that migratory children not only are provided with appropriate education services (including supportive services) that address their special needs, but also that such children receive full and appropriate opportunities to meet the same challenging state academic content and student academic achievement standards that all children are expected to meet.

This Request for Proposal (RFP) is to secure supplemental **TUTORING** services for migrant students during the regular school year (August-June) and summer intersession (June-July).

Migrant students will be recruited from Madera, Merced, and Stanislaus counties. Services are preferred to be given in-person following COVID guidelines but may be selected by the MCOE to be done virtually. Direct instruction of English Language Arts (ELA), English Language Development (ELD), Math, and Cultural Competency are required to be taught by credentialed teachers. Credentialed teachers assess students primarily with rubrics and pre- and post-tests for ELA and Math classes. The supplemental instructional **TUTORING** services include but are not limited to the measurable program objectives ([MPO](#)).

18. School Year Service

A student's school year shall consist of approximately 180-200 days. School sites include both year-round and traditional schedule. An additional 20-50 days for summer intersession shall also be included as part of a school year.

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APPENDIX A -  MINIMUM QUALIFICATIONS QUESTIONNAIRE

***INDICATE YES OR NO FOR EACH QUALIFICATION AND PROVIDE BACK-UP AS REQUESTED. INDICATE ON BACK-UP WHICH QUESTION IT SUPPORTS.**

1	Accepts purchase orders (POs) and/or contracts	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2	Services available when programmatically needed.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3	Demonstrate your knowledge and/or experience (minimum 3 years) developing and implementing educational programs for K-12 student populations similar to migrant students including English Learners, low income, intervention services, etc. (Attach back-up)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4	Experience working with California Education Agencies. (Attach back-up)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5	Ability of contractor/vendor to meet all tasks and/or service requirements. (Attach sample work plan)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6	Provide credentialed/permitted teachers who will provide direct instruction to students. Identify the staff positions needed to provide the instructional service.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7	Provide the staff positions needed to provide support to students.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8	Provide staff development to credentialed/permitted teachers on the curriculum used in the supplemental service. Provide back-up that includes agendas, attendance lists, and training materials of staff development.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9	Ability to maintain and retain documentation related to service. (lesson plans, sample student work, rubrics, records daily attendance of students, etc.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10	Demonstrate how you support quality delivery of service by providing a sample data analysis report of the quality of program and student performance at the end of service, which includes lesson plans, sample student work, rubrics, records, daily attendance of students, pre and posttests/assessments, etc. (attach back-up).	<input type="checkbox"/> Yes	<input type="checkbox"/> No

REQUIRED FORM

BID FORM

Dear Merced County Office of Education:

The undersigned doing business under the firm name of:

_____ hereby propose and agree to enter into a Contract, to furnish any and all labor, materials, applicable taxes, equipment and services for completion of the services described hereinafter and in the Contract Documents:

**MIGRANT EDUCATION SUPPLEMENTAL SERVICES
 BID # 2023-19**

Tutoring Service	Date of Service	Grade Level(s)	County (Madera, Merced, and/or Stanislaus)	Proposed Number of Students	Cost Per Student	Total Cost (Depends on # of students served)
1.						
2.						
3.						
4.						
5.						
					Grand Total	

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. _____ Date _____

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name: _____

Business Address: _____

Date: _____

Signed: _____

REQUIRED FORM

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

Owner: **Merced County Office of Education**

Contract for:

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20__, at **Merced**, California.

Signature

Print Name

REQUIRED FORM

VENDOR'S CERTIFICATE REGARDING WORKERS' COMPENDATION
Labor Code Section 3700:

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) 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 his employees.

(c) For all political subdivisions 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, witch 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 it employees. On or before May 31, 1979, a political subdivision of the State which, on December 3, 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 provision of Section 3700 of the Labor Code which requires 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 provisions before commencing the performance of this contract.

NAME: _____

TITLE: _____

SIGNATURE: _____

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 filed with the awarding body prior to performing any work under this contract).

REQUIRED FORM

CONTRACTOR’S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Vendor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace, and specifying actions which will be taken against employees for violations of the prohibition;

Establishing a drug-free awareness program to inform employees about all of the following:

- a. The dangers of drug abuse in the workplace;
- b. The person’s or organization’s policy of maintaining a drug-free workplace;
- c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations;

Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the MCOE determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Sections 8350 et. seq.

I acknowledge that I am aware of the provisions of Government Code Sections 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Vendor: _____

Signature of Authorized Agent or Representative: _____

REQUIRED FORM

VENDOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

The Vendor agrees that it will abide by and implement the MCOE’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on MCOE-owned or leased buildings, on MCOE property and in MCOE vehicles. The Vendor shall procure signs stating, “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: _____
Vendor _____

By: _____
Signature

REQUIRED FORM

WORKPLACE VENDOR CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:
[Authorized Employee/Agent of Vendor]

Pursuant to Education Code Section 45125.1, Vendor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the MCOE, pursuant to the contract/purchase order dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with students.

OR

Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of students by one or more of the following methods:

- (1) The installation of a physical barrier at the worksite to limit contact with students.
- (2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

DATE: _____
Vendor _____

By: _____
Signature

REQUIRED FORM

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

ATTACHMENT "A"

(BELOW INCLUDE ALL NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

REQUIRED FORM

INSURANCE DOCUMENTS & ENDORSEMENTS

The following insurance endorsements and documents must be provided to the MCOE within five (5) calendar days after receipt of notification of award. If the apparent low bidder fails to provide the documents required below, the MCOE may award the contract to the next lowest responsible and responsive bidder or release all bidders, and the bidder's bid security will be forfeited. All insurance provided by the bidder shall fully comply with the requirements set forth in Article 11 of the General Conditions.

1. **General Liability Insurance:** Certificate of Insurance with all specific insurance coverages set forth in Article 11 of the General Conditions, proper Project description, designation of the MCOE as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the MCOE and minimum of 30 days' cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in Article 11 of the General Conditions. The additional insured endorsement shall be an ISO CG 20 10 (11/85), or an ISO CG 20 10 (10/93 or 07/04) and ISO CG 20 37 (10/93 or 07/04) or their equivalent as determined by the MCOE in its sole discretion. Incidents and claims are to be reported to the insurer at:

Attn: _____

(Title) _____
(Department)

(Company)

(Street Address)

(City) (State) (Zip Code)

(_____) _____
(Telephone Number)

2. **Workers' Compensation/ Employer's Liability Insurance:** Certificate of Workers' Compensation Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum of 30 days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

3. **Automobile Liability Insurance:** Certificate of Automobile Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum 30 days' cancellation notice, any applicable endorsements, and a statement that the insurance provided is primary to any insurance obtained by the MCOE. Incidents and claims are to be reported to the insurer at:

Attn: _____

(Title)

(Department)

(Company)

(Street Address)

(City)

(State)

(Zip Code)

(_____) _____
(Telephone Number)

DATE: _____

CONTRACTOR

By: _____
Signature

REQUIRED FORM

BIDDER INFORMATION

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

TITLE: _____

REQUIRED FORM

OFFER TO THE MERCED COUNTY OFFICE OF EDUCATION (MCOE)

IN COMPLIANCE WITH THE GENERAL CONDITIONS AND SUPPLEMENTARY CONDITIONS (IF APPLICABLE), ATTACHED LIST OF ITEMS, ADDENDA (IF ANY), AND OTHER BID DOCUMENTS, THE UNDERSIGNED OFFERS AND AGREES THAT IF THIS OFFER IS ACCEPTED BY MCOE, WITHIN SIXTY (60) DAYS FROM THE DATE OF MCOE'S PURCHASE ORDER, TO FURNISH ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED, AT THE TERMS, CONDITIONS, SPECIFICATIONS, AND PRICES LISTED, DELIVERED, F.O.B. DESTINATION, WITHIN THE TIME SPECIFIED. THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE IS AN AUTHORIZED AGENT TO SIGN ON BEHALF OF THE COMPANY.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____

RETURN ALL BIDS TO:

***Facilities & Support Services
Merced County Office of Education
2100B Cooper Avenue
Merced, CA 95348
Telephone: (209)381-4555***

ADDENDUM B

SCOPE OF SERVICE/STATEMENT OF WORK

Proposed Service – Supplemental Services – English Language Arts (ELA) Strategies

<p>All Measurable Program Objectives must be addressed (Provide supporting documentation)</p>
<p>ELA 1.0 – Provide supplementary K-10 ELA services - 20 + hours (1200 minutes) during Summer School (SS) of targeted intervention for 80 percent of students scoring below or near standard.</p>
<p>ELA 1.1 - Migrant students read at least 2 expository texts (description, comparison, cause and effect, and problem and solution).</p>
<p>ELA 1.2 - Migrant students develop a piece of writing for at least 2 genres. Integrate explicit instruction for writing genre units for program services as appropriate. For example, supplementary science technology engineering and mathematics services should have a strong writing component focusing on expository writing.</p>
<p>ELA 1.2a - Migrant students are provided with a writing rubric that outlines the elements required by the genre to write a proficient example and identifies what is needed for different levels of writing proficiency.</p>
<p>ELA 1.3 - Provide writing professional development for staff to provide clear structured writing instruction.</p>
<p>ELD 3.0 - All instructional services (i.e., ELA, math, history, science, civics) provide integrated ELD to support academic language development and content knowledge.</p>
<p>ELD 3.1 - Subgrantees provide professional development on how to integrate ELD and ELD standards into all core content areas.</p>
<p>Student Engagement 13.0 - 50 percent of services will offer a cultural component whether it be through ELA services or workshops (e.g., use examples of students’ cultural history, literature, art, culturally responsive teaching, etc.).</p>
<p>Student Engagement 13.1 - 25 percent of MEP services will include time dedicated to building student self-pride, confidence, self-worth.</p>
<p>Student Engagement 13.2 - Each year, MEPs will offer two PDs to staff on cultural competency including culturally responsive teaching.</p>

<p>☐ Proposed Service – Supplemental Services – Measurable Program Objectives - Math Strategies</p>
<p>All Measurable Program Objectives must be addressed (Provide supporting documentation)</p>
<p>Math 2.0 – Provide K-10 supplemental math instruction services focused on teaching concepts and procedures as well as problem solving and modeling data - 20 + hours (1200 minutes) during SS of targeted intervention for 80 percent of students scoring below or near standard.</p>
<p>Math 2.2 - Provide math professional development for staff to understand student math achievement data, increase their knowledge and skill set for teaching concepts and procedures and problem solving and data modeling in mathematics. Provide one PD focused on Claims 1, 2, and/or other claims with the highest student achievement gap locally.</p>
<p>ELA 1.3 - Provide writing professional development for staff to provide clear structured writing instruction.</p>
<p>ELD 3.0 - All instructional services (i.e., ELA, math, history, science, civics) provide integrated ELD to support academic language development and content knowledge.</p>
<p>ELD 3.1 - Subgrantees provide professional development on how to integrate ELD and ELD standards into all core content areas.</p>
<p>Student Engagement 13.0 - 50 percent of services will offer a cultural component whether it be through ELA services or workshops (e.g., use examples of students’ cultural history, literature, art, culturally responsive teaching, etc.).</p>
<p>Student Engagement 13.1 - 25 percent of MEP services will include time dedicated to building student self-pride, confidence, self-worth.</p>
<p>Student Engagement 13.2 - Each year, MEPs will offer two PDs to staff on cultural competency including culturally responsive teaching.</p>

SCOPE OF SERVICE/NUMBER OF STUDENTS/AREA/PROGRAM

Madera – Day Program: Maximum 50 student, minimum 10 non-contiguous days,
Time Frame June 20, 2023 - June 30, 2023

Madera – Residential Program: Maximum 12 students, minimum 10 contiguous days,
Time Frame June 19, 2023 - June 30, 2023

Merced – Residential Program: Maximum 15 students, minimum 10 contiguous days,
Time Frame June 1, 2023 - June 30, 2023

Stanislaus – Residential Program: Maximum 30 students, minimum 10 contiguous days,
Time Frame June 18, 2023 - June 30, 2023