

Vendor Name: \_\_\_\_\_ Initials: \_\_\_\_\_

**Proposal No.: 2024-20**



**Merced County Office of Education  
632 West 13<sup>th</sup> Street  
Merced, CA 95341**

**Bid Proposal Packet**

Submit bids on the attached bid proposal forms in a sealed envelope plainly marked:

**Bid No.: 2024-20 – “Merced County Office of Education – Milk Service (Head Start)”**

**Bid Opening Date:** Thursday, October 17, 2024  
**Bid Opening Time:** 2:00 pm PST as determined by the internet

**Mail or Deliver Bids to:** Merced County Office of Education  
Attention: Katherine Weimer  
2100 Cooper Ave, Suite B  
Merced, CA 95348

**Request for Bid Proposals**

Vendor Name: \_\_\_\_\_ Initials: \_\_\_\_\_

Notice is hereby given that Merced County Office of Education (hereafter referred to as the "MCOE") will accept proposals for its Milk Service for Head Start locations throughout Merced County.

Specifications and proposal documents may be obtained online at [www.mcoe.org](http://www.mcoe.org) or in person from the Facilities Department, 2100 Cooper Ave, Suite B, Merced, CA 95348.

Bid proposals must be returned in a sealed envelope plainly marked, Bid No.: 2024-20 – "Merced County Office of Education – Milk Service (Head Start)", and bearing the name and address of the vendor. Proposals must be received prior to 2:00 pm PST on Monday, October 17, 2024, in the Facilities Department, Merced County Office of Education, Cooper Ave, Suite 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 pm PST and 1:00 pm PST, Monday through Friday, and on weekends and holidays. Bids cannot be accepted in person during these closures.

Bidders may submit pre-bid inquiries or clarification requests. Bidders are solely and exclusively responsible for submitting such inquiries or clarification requests not less than seven (7) calendar days prior to the scheduled closing date for the receipt of Bid Proposals. The MCOE will not respond to any bidder inquiries or clarification requests unless such inquiries or clarification requests are submitted timely to: [kweimer@mcoe.org](mailto:kweimer@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 Applicant shall execute and submit with their bid the required workers compensation certification, drug and tobacco free certification, non-collusion affidavit, and vendor certification of background checks in compliance with Section 7106 of the Public Contract Code.

Contract(s), if awarded, will be by action of MCOE's Governing Board to the responsible Bidder(s) who can provide proper and satisfactory services at the lowest price. Pursuant to Education Code § 39802, the governing board 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: Katherine Weimer, Director, Business Services

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Legal Ad to be Run: **Tuesday, September 10, 2024**, and **Tuesday, September 17, 2024**

Merced Sun Star PO #: 250204

### **Instructions to Bidders**

An original and three (3) 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 No.: 2024-20 – "Merced County Office of Education – Milk Service (Head Start)" and bearing the name and address of the vendor. All documents shall be sent to the Facilities Department, Merced County Office of Education, 2100 Cooper Ave, Suite B, Merced, CA 95348 prior to 2:00 pm PST, Thursday, October 17, 2024. Late proposals will be rejected.

#### **Bid Questions/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 [kweimer@mcoe.org](mailto:kweimer@mcoe.org), up to seven (7) days prior to the bid due date. 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 pm PST on October 17, 2024, at the Merced County Office of Education, Facilities & Support Services Office, 2100 Cooper Ave, Suite 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 nonresponsive 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:

1. Vendor's Name
2. Affirmative or Negative Presence Completed Bid Submittals
3. Number of Copies Received
4. Proposed Milk Rates

#### **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 provided that 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 Business 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.

Vendor Name: \_\_\_\_\_ Initials: \_\_\_\_\_

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 Director of Business Services shall review and evaluate the basis of the bid protest. The MCOE Director of Business Services shall provide the bidder submitting the bid protest a written statement concurring with or denying the bid protest. Based on this statement, the MCOE Deputy 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 Deputy 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 Deputy 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 of 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.

## **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:

**MCOE:** Merced County Office of Education.

**Superintendent:** Superintendent or designated staff of the Merced County Office of Education.

**Vendor / Bidder:** The party/parties submitting the proposal and or the party/parties awarded the contract.

**HS:** Merced County Office of Education, Head Start program.

### **2. Term**

The term of this Agreement will be for a one (1) year term with an option for four (4) one-year extensions following notification of award by the MCOE. If during the Agreement period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made for the MCOE for as long as the lower prices are in effect, but at no time shall the prices charged to the MCOE exceed the prices bid. Awarded Vendor will submit a Monthly Market Pricing Sheet with their invoice. The MCOE shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Merced County for products listed herein. Enclosed you will find the specifications given for the desired service. MCOE has selected the specifications listed below as being descriptive of the standards of quality and performance desired.

### **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 Applicant 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. Award will be made to the responsive and responsible Vendor submitting the responsive Proposal with the highest points per scoring sheet, provided that if the MCOE determines that all Proposal requirements are met and that the public interest will be best served by accepting other than the Proposal with the highest points per scoring sheet. In the case of a tie for highest points per the scoring sheet, the Vendor with the lowest total cost will receive the award. Pursuant to Education Code § 39802, the governing board 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 or 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, or the required insurance referred to in Paragraph 7 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 milk service. The determination by MCOE as to which Vendor is successful shall be final.
- 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 "Bid 2024-20 - Milk Service - Bid Sheet" spreadsheet):
  1. Must be USDA, CDE, and/or Smart Snack Compliant.
  2. Items must be the same as or equal to products listed under preferred brand and item description.
  3. Deliveries must be between 5:00 am PST and noon. Vendor shall provide on-site communication to the Site Supervisor/Master Teacher at each site, kitchen staff at each kitchen site, or designee as required by the MCOE.
- 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 Bid Proposal, Offer To Provide Milk Service, and the "Bid 2024-20 - Milk Service - Bid Sheet" spreadsheet. Any of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

**5. Indemnification**

- a. Unless arising solely out of the active negligence or willful misconduct of MCOE, the Vendor shall indemnify, defend, and hold harmless MCOE, MCOE's Governing Board and all members thereof and MCOE's directors, officers, employees, agents, and 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 transportation 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 Applicant 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 Applicant 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. Insurance**

All applicants 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:

- a. Public Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and Vendor's Property Damage Insurance in an amount not less than \$1,000,000. Any sub-vendor employed in connection with the work shall maintain such insurance unless the Vendor's insurance covers the sub-vendor and its employees.
- b. Insurance shall be from a California Admitted Insurance Agency having an AM Best Rating of A- or better.

Vendor Name: \_\_\_\_\_ Initials: \_\_\_\_\_

- c. 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 the MCOE. There are no exceptions to this requirement. If any Vendor fails to furnish required documentation within ten (10) days after request by the MCOE to do so, the 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 04, Part A).
- d. 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 the MCOE. Approval of the insurance by the MCOE shall not relieve, nor decrease, the liability of the Vendor hereunder.
- e. The Vendor shall not allow any sub-vendor, employee, or agent to commence work on this Contract or any subcontract until the insurance required of the Vendor, sub-vendor, or agent has been obtained.
- f. Vendor will furnish, in subsequent years, to the MCOE, annual evidence of such insurance coverage in a form, and with companies acceptable to the MCOE. The policy shall not be amended or modified, and the coverage amounts shall not be reduced without the MCOE prior written consent. Said evidence shall provide for a 90-day advance notice to the MCOE in the event of cancellation or material change in the coverage.

#### **8. Proposal Requirements**

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 No.: 2024-20 – "Merced County Office of Education – Nutrition Program and Milk Service (Head Start)" and bearing the name and address of the vendor.
- b. Prices quoted must include shipping. Prices quoted must be firm and any proposal requiring receipt of Contract Award prior to sixty (60) days from proposal opening will be unacceptable.

#### **9. 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 Applicants who attend. At the proposal opening, the following will be announced: Vendor Name; Certifications, and Signature; Number of Copies of Proposal Received; Proposed Rates for Applicable Goods. A tabulation of proposals received will be available within a reasonable time after the proposal opening. It is not the practice of MCOE to disclose the results of any proposal opening by telephone. Proposal results will be emailed to interested parties upon request.

#### **10. Legal Requirements**

Services covered by this proposal must comply with applicable laws, ordinances, and other legal requirements, including (among others) to the safety orders of the Division of Occupational Safety and Health of the State of California, and the Federal Occupational

Vendor Name: \_\_\_\_\_ Initials: \_\_\_\_\_

Safety and Health Act, whichever is more restrictive, as well as all applicable Federal State and Local laws that may apply.

**11. Scope of the Requirement – Information for Applicants**

- a. The successful Vendor must have the ability to deliver products into each site's refrigerator as required by the MCOE. Product dates are to be facing door for staff to readily see. Additionally, Vendor shall not vertically store/stack milk crates, in any site refrigeration unit, taller than (5) crates high for staff safety.
- b. It shall be the responsibility of the Vendor to provide delivery equipment and maintain it in good working order.
- c. Goods delivered must be the items ordered unless prior arrangements have been made with the MCOE (i.e., an item that must be substituted by the Vendor). A credit is required for unrequested items provided at delivery within ten (10) business days.
- d. Standard and typical industry practices must be adhered to by the Vendor (i.e., lead time of best-if-used-by dates or expiration dates, rotation of product, returns and credits, appropriate transportation and delivery equipment used).
- e. Vendor must be able to accept orders via telephone or in person from the cook or designee.
- f. Vendor shall provide a current pricelist to the cook or designee, at each delivery site as established by MCOE.
- g. Vendor must communicate with assigned designee on milk issues or concerns such as: delivery delays, rescheduled deliveries, etc.
- h. The successful Vendor will submit a Monthly Market Pricing Sheet with their invoice to the cook or designee.
- i. Vendor shall deliver goods on a mutually agreed upon delivery date and time unless prior arrangement has been made with designee. Early or late deliveries to sites, which may require outside drops, may not be arranged. All goods must be delivered to locked and secured refrigeration.
- j. After one-year fixed price agreement is completed, Vendor may increase milk price up to the current market value. However, Vendor must provide a thirty (30) day notification of price change.
- k. Vendor shall provide detailed specifications and descriptive literature, sufficient to allow the MCOE to determine the items proposed.



Vendor Name: \_\_\_\_\_ Initials: \_\_\_\_\_

**Dairy Delivery**

Site Name	Site Address	1%	Whole Milk %	Lactose Free Milk (Lactaid)	Soy Milk (8th Continent)
Weekly Delivery		Gallon	Gallon	1/2 Gal.	1/2 Gal.
Bellevue	1020 East Bellevue Rd, Atwater, CA 95301	10	0	2	0
Campus Park	1231 6th St, Livingston, CA 95334	20	0	0	0
Castle	2050 Academy Dr, Atwater, CA 95301	25	4	4	2
Colleen Menefee	1951 Mission Dr, Los Banos, CA 93635	25	0	2	2
Cooper Central Kitchen	2150 Cooper Ave, Merced, CA 95348	3	5	2	2
Danielson	1235 N St, Merced, CA 95341	25	0	4	2
Delhi	16249 Delhi Ave, Delhi, CA 95315	10	0	0	0
Elim	7677 Lander Ave, Hilmar, CA 95324	12	0	1	1
Galen Clark	213 East 11th St, Merced, CA 95341	12	0	1	1
Le Grand	13071 East Le Grand Rd, Le Grand, CA 95333	8	0	0	0
Los Banos Kitchen	805 Texas Ave, Los Banos, CA	4	4	8	4
Mitchell	1791 Grove Ave, Atwater, CA 95301	15	0	2	0

Vendor Name: \_\_\_\_\_ Initials: \_\_\_\_\_

Pioneer	1500 Meredith Ave, Gustine, CA 95322	10	0	1	0
Planada	26 North Fremont Ave, Planada, CA 95365	20	0	0	0
Planada EHS	9525 E. Brodrick St, Planada, CA 95365	7	4	0	0
San Luis	129 7th St, Los Banos, CA 93635	15	4	2	0
Shelby Center	6738 N. Sultana Dr, Livingston, CA 95334	25	0	2	2
Shattuck Park	16249 Delhi Ave, Delhi, CA 95315	10	0	0	0
South Dos Palos	8540 West Christian Ave, Dos Palos, CA 93620	20	0	0	0
Tenaya	760 W 8th St, Merced, CA 95341	25	8	2	0
Wardrobe	1850 Wardrobe Ave, Building H, Merced, CA 95341	10	7	0	0
Westside	805 Texas Ave, Los Banos, CA 93635	20	1	1	0

Amounts ordered vary by socialization dates, special diets, milk consumption, age, and dates open.

**Delivery Needs / Requirements:**

No delivery/fuel charge, no minimum order, request for additional deliveries without charge, ability to deliver to 1-2 new sites a year, flexibility to adjust schedule around holidays and school breaks. Per CACFP regulation, soy milk must meet the same nutritional content as cow's milk, at this time only 8th Continent meets the requirements. Milk and milk substitutes cannot be sweetened or flavored. The Cooper Kitchen in Merced is pending completion.

Vendor Name: \_\_\_\_\_ Initials: \_\_\_\_\_

**Offer to Provide Milk Service**

Merced County Office of Education  
2100 Cooper Ave, Suite A  
Merced, CA 95348

**Delivery Option #01  
Weekly Delivery to Cooper Central Kitchen**

1%	Whole Milk %	Lactose Free Milk (Lactaid)	Soy Milk (8th Continent)
Gallon	Gallon	1/2 gal	1/2 gal

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Delivery Option #02  
Weekly Delivery to Individual School Sites**  
*Site specific product delivery on a weekly basis.*

1%	Whole Milk %	Lactose Free Milk (Lactaid)	Soy Milk (8th Continent)
Gallon	Gallon	1/2 gal	1/2 gal

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

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.

Representative Name: \_\_\_\_\_

Representative Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Vendor Name: \_\_\_\_\_ Initials: \_\_\_\_\_

## 12. Brand Names / Specifications

Some components of the goods are identified by a brand name, make and model. The purpose and intent of this, where applicable, is to specify products that promote student or employee safety. The MCOE believes such products are available to all Vendors, and that brand name specifications will not prevent competition among Vendors, and thus will accept no substitutes when a product is specified for the purposes of safety or standardization. If a Vendor contends that it is prevented from competing due to the unavailability of any brand name items specified, it must notify MCOE in writing of its inability to supply items specified. Such notifications must be made prior to seven (7) days before proposal due date, per "Bid Questions/Clarifications".

Goods called for in this Invitation to Bid that has been identified by a brand name "or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Vendors offering "equal" products including products or brand names of manufacturers other than the one(s) specified will be considered for award if such products are determined by the MCOE to meet fully the salient characteristic requirements referenced in the Invitation to Bid.

Eighth Continent is a required brand by the Child and Adult Care Food Program and may not be substituted.

Unless the Vendor clearly indicates that he/she is offering an "equal" product, the Vendor shall be considered as offering the brand name product referenced in the Invitation to Bid, specifications, or related bid documents.

If the Vendor proposes to furnish an "equal" product, the brand name (and/or model number, if applicable) of the product to be furnished shall be clearly identified in the bid. The evaluation of bids and the determination as to the quality of the product offered shall be the responsibility of the MCOE and will be based upon information reasonably available to MCOE Purchasing. **CAUTION TO VENDORS:** The MCOE is not responsible for locating or securing any information which is not identified in the bid and reasonably available to the MCOE. Accordingly, to ensure that sufficient information is available, the Vendor must furnish as a part of his/her bid all descriptive material (such as samples, specifications, illustrations, brochures, lab reports, and other information) necessary for the MCOE to (1) determine whether the product offered meets the salient characteristic requirements of the Invitation to Bid, and (2) establish exactly what the Vendor proposes to furnish and what the MCOE would be binding it to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the MCOE.

## 13. Samples

Samples of articles or demonstration of equipment, when requested, shall be furnished free of cost of any sort to the MCOE. Each sample submitted must be marked in such a manner that the identification of the sample is assured. Samples submitted shall create an express warranty, per the U.C.C. Section 2-313.

Samples, when requested, must be received by the MCOE within ten (10) working days of the faxed or postmarked date of the request for samples. Failure to provide requested samples or demonstration in a timely manner will cause the bid to be subject to rejection.

Samples which are not destroyed by testing, or which are not retained for future comparison will be available for return to Vendor for a period of thirty (30) days following the evaluation period, upon written request, and at Vendor expense.

Vendor Name: \_\_\_\_\_ Initials: \_\_\_\_\_

#### **14. Inspection / Acceptance**

All items provided under this bid shall be subject to inspection and test by the MCOE. All items must meet or exceed bid specifications, and/or, at a minimum, be merchantable per the definition of the California Commercial Code.

In case of defects in items or otherwise not in conformity with the requirements of this contract, the MCOE shall have the right either to reject them or to require their correction.

If the Vendor fails to promptly replace or correct such items, the MCOE either (1) may, by contract or otherwise, replace or correct such items and charge to the Vendor the cost occasioned the MCOE thereby; or (2) may terminate this contract for default as provided in the clause of this contract entitled "Cancellation."

Unless the Vendor corrects or replaces such items within the delivery schedule, the MCOE may require the delivery of such items at a reduction in price which is equitable under the circumstances.

Except as otherwise provided in this Agreement, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

#### **15. Permits and Licenses**

In connection with the furnishing of materials, articles, or services listed herein, the Vendor and all of his or her employees shall secure and maintain in force such licenses and permits as are required by law.

All operations, materials, handling, transportation, labeling, and production shall comply with all Federal, State, and Local laws.

Vendors must list the Vendor's license number, license class, and expiration date for themselves and all sub-vendors.

#### **16. Delivery / Risk of Loss or Damage**

Unless otherwise requested by the MCOE, all prices shall be bid F.O.B. destination (U.C.C. 2-319 (b)), to one location per Purchase Order. The Vendor is required to absorb the delivery costs in the unit price of the item. The MCOE shall not be liable for any delivery, storage, demurrage, packing, or freight charges involved in the shipment of all related items.

The delivery date shall be stated as the number of calendar days following receipt of the order by the Vendor to receipt of goods by the MCOE. Failure to deliver by the specified delivery date is viewed as a material breach of the contract and may be sufficient cause to remove Vendor from the approved vendor list for subsequent bids.

#### **17. Taxes**

State and local retail tax and use tax are not to be included in bids. Such taxes will be separately listed on billing invoices and will be paid by the MCOE.

#### **18. Force Majeure**

The Parties to this Agreement shall be excused from performance hereunder during the time and to the extent that they are prevented from performing in the customary manner by act of God, fire, strike, loss of transportation facilities, lock-out, or commandeering of materials, products, plants, or facilities by the Government, when satisfactory evidence

Vendor Name: \_\_\_\_\_ Initials: \_\_\_\_\_

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

### **19. Collective Bargaining**

Prior to commencement of services under this Agreement, the parties hereto shall formulate a plan for continuing milk service deliveries during a work stoppage or labor dispute that would disrupt services to the MCOE and said plan shall be a part of any labor agreement between the Vendor and the Vendor's employees.

Whenever the Vendor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Agreement, the Vendor shall immediately give notice thereof including all relevant information with respect thereto to the MCOE. Ninety (90) days prior to the opening of school during each school year, the Vendor shall provide the MCOE with a report on the current status of the Vendor's employer-employee relations.

### **20. Severability Clause**

The Vendor and the MCOE agree that in the event any provisions specified herein are finally held, or determined to be, illegal or void, or as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

### **21. Cancellation**

All terms, conditions, and covenants of this Agreement are considered material and in the event the Vendor breaches or defaults in the performance of any such terms, conditions, or covenants which are to be kept, done or performed by it, the MCOE shall give a thirty (30) day written notice either by mail or by personal service, setting forth such breach or default; then the MCOE, without further notice, may cancel this Agreement and have the right of recovery of attorney fees and cost incurred as a result of any breach or default terms, conditions, and covenants of this Agreement.

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 Vendor 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 Purchasing Agent.

The Vendor shall not be deemed in default of any provisions of this Agreement in the event of interruption or diminution of service, if said condition is the result of flood, fire, earthquake, storm, war or commandeering of materials, products, plants, or facilities by the Government or similar causes beyond the control of the VENDOR and which renders performance impossible.

### **22. Failure to Comply**

Should the Vendor fail to comply with any of the terms or conditions set forth in the Agreement or should the MCOE determine that the Vendor is in any other way unfit, unqualified, or unable to perform the milk service needs of the MCOE, then and in that event with a thirty (30) day written notice to the Vendor, this Agreement may be terminated. Any expense incurred by the MCOE as a result of the Vendor's failure to perform in accordance with the terms of this Agreement shall be deducted from the payments stipulated herein.

Vendor Name: \_\_\_\_\_ Initials: \_\_\_\_\_

The right to terminate shall be in addition to any other legal remedy of the MCOE because of breach of contract by the Vendor. Further, Vendor agrees to reimburse the MCOE for all legal fees and expenses resulting from a legitimate claim or claims being filed by the MCOE to enforce their rights pursuant to the provisions of this Agreement.

**23. Notice of Deficiency**

The MCOE may issue a Notice of Deficiency to the Vendor, specifying areas of unsatisfactory performance and specifying what improvements are necessary to correct the deficiency. The Vendor shall correct the deficiency within thirty (30) days after receiving such notice or as otherwise agreed or extended by the MCOE.

**24. Assignment**

The services contemplated by the MCOE are deemed to be in the nature of personal services and the Agreement, in whole or any part, shall not be assigned by the successful Applicant without prior written consent of MCOE. Nor is the Vendor granted the right to assign the funds to be received under the Agreement, without prior written consent of the MCOE.

**25. Independent Vendor**

It is agreed and understood by the parties hereto that the Vendor, its agents, and employees, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent Vendor and is not an officer, agent, or employee of the County Superintendent or the MCOE.

**26. Fingerprinting**

This contract is subject to the provisions of AB 2102, Education Code Section 45125.1, and any subsequent amendments. Vendors' employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any District site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5(c) and 1192.7(c), respectively.

Vendor shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1.

Vendor shall provide the MCOE with a list of names of employees who may come in contact with students and must certify in writing to the MCOE that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.1. The MCOE may request the removal of an employee from a District site at any time. Failure to comply with this provision may result in termination of this Agreement.

**27. Prices and Adjustments**

All prices and notations must be typed or written in black or blue ink. Verify all prices before submission since they may not be corrected after bids are opened. No oral or telegraphic modification will be considered.

Prices shall remain firm and in effect for one (1) year following award of bid, unless otherwise requested by the MCOE. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made for the MCOE for as long as the lower prices are in effect, but at n

Vendor Name: \_\_\_\_\_ Initials: \_\_\_\_\_

o time shall the prices charged to the MCOE exceed the prices bid. The MCOE shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Merced County for products listed herein.

Vendor will submit a Monthly Market Pricing Sheet with their invoice.

**28. Additional Orders by the MCOE and Others / Length of Term**

- a. The Merced County Office of Education or other public-school districts or public agencies may purchase additional items (in quantities of one (1) or more units) from any contract resulting from this bid, during future Fiscal Years as allowed by code. The Merced County Office of Education waives its right to require other Districts and offices to draw their warrants in the favor of the Merced County Office of Education, as provided by Public Contract Code section 20118 et. seq.
- b. Subsequent orders shall be accepted by the Vendor at the same terms and conditions as the original order. Price increase requests may be allowed following the 2024-2025 fiscal year, and shall be subject to verification and negotiation, but in no case shall exceed the State approved Cost of Living Adjustment (COLA) or 5%, whichever is less.
- c. Any liability created by a district or public agency other than the MCOE shall be the responsibility of the district or public agency issuing the Purchase Order, not the MCOE.

a. **Additional Orders Option Granted:** \_\_\_\_\_ (Initial)

b. **Additional Orders Option Not Granted:** \_\_\_\_\_ (Initial)

**NOTE: Failure to allow additional orders may disqualify bid.**

- d. It is the intention of this bid to secure firm pricing for the items listed on the Bid for a period of one (1) year from date of award. Pursuant to Education Code Section 17596 (K12) and 81644 (Community Colleges), the MCOE may choose to extend this bid (by mutual consent expressed in writing) for up to four (4) additional one-year extensions. Total length not to exceed five (5) years. All extensions are subject to approval from the MCOE. The Deputy Superintendent of Business Services shall review prices: an increase of up to 5% may be requested with justification and verification before the purchase order will be issued.
- e. The price increases are not to exceed CPI-U West Region, Size B, increase published in the Bureau of Labor Statistics (Table 3) over the preceding twelve (12) months, without documentation of increases from manufacturers.

**Pricing Firm for Twelve (12) Months.**

Pricing subject to maximum \_\_\_\_\_ % escalation per year.

**The effective date of this bid will run from date of award to a period not exceeding sixty (60) months from the award date. Each 12-month period requires an extension by both parties.**

**29. Billing / Payments**

- a. Unless otherwise specified, the Vendor shall render invoices in triplicate for materials delivered or services performed under this bid to the MCOE Accounting Office, 632



Vendor Name: \_\_\_\_\_ Initials: \_\_\_\_\_

West 13th Street, Merced, CA 95341. All invoices and packing lists must reference the MCOE Purchase Order number.

- b. Terms are net 30 days following delivery and acceptance.

### **30. Cash Discounts**

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. 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.

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.

### **31. Dispute Resolution Process**

Any claim related to charges, liquidated damages, or other grievance by the Vendor shall be communicated in the following manner:

- a. Vendor shall submit their claim in writing to the MCOE within fourteen (14) calendar days of the event resulting in the request for exemption to the charges or other grievances related to this Agreement. If the Vendor and the MCOE are unable to agree upon the proper resolution to the charges or any other grievance, The Vendor may continue to step two, below.
- b. Vendor may notify the MCOE Director of Business Services (or his/her designee) in writing within twenty-one (21) calendar days of the event resulting in Vendor's request to schedule a MCOE staff hearing to review the dispute. Such notification shall set forth, in detail, all grounds for the Vendor's dispute, including without limitation all facts, supporting documentation, legal authorities, and argument in support of the grounds for the dispute; any matters not set forth in the written dispute shall be deemed waived. All factual contentions must be supported by competent, admissible, and creditable evidence. A Hearing will be scheduled within twenty (20) business days of the Director receiving the written dispute. All decisions from hearing are final. 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 therefrom.

Vendor Name: \_\_\_\_\_ Initials: \_\_\_\_\_

**Vendor's Certificate Regarding Workers' Compensation**

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.”

**I am aware of the provision of Section 3700 of the Labor Code 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 provisions before commencing the performance of this contract.**

\_\_\_\_\_  
Printed 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).

Vendor Name: \_\_\_\_\_ Initials: \_\_\_\_\_

**Non-Collusion Affidavit to be Executed by Vendor and Submitted with Bid**

State of California )  
 )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Vendor has not directly or indirectly induced or solicited any other Vendor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Vendor or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Vendor or any other Vendor, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Vendor, 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 bid are true; and, further, that the Vendor 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid." (Public Contract Code, Section 7106).

I certify, under penalty of perjury, under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Vendor's Certificate Regarding Drug-Free Workplace**

Vendor Name: \_\_\_\_\_ Initials: \_\_\_\_\_

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:

- a. 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.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  1. The dangers of drug abuse in the workplace.
  2. The person's or organization's policy of maintaining a drug-free workplace.
  3. The availability of drug counseling, rehabilitation and employee-assistance programs.
  4. The penalties that may be imposed upon employees for drug abuse violations.
- c. 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 contact 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.

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Vendor

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

Vendor Name: \_\_\_\_\_ Initials: \_\_\_\_\_

**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.

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Vendor

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**Vendor Certification Regarding Background Checks**

Vendor Name: \_\_\_\_\_ Initials: \_\_\_\_\_

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the MCOE must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the MCOE. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the MCOE pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in Attachment A to this Notice.
3. Prior to performing any work or services under your contract with the MCOE, and prior to being present on MCOE property or being within the vicinity of MCOE pupils, you shall certify in writing to the MCOE under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in Attachment B to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The MCOE shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the MCOE shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1 (a). (Education Code §45125.1 (h).)

I, as \_\_\_\_\_ [insert "owner" or officer title] of \_\_\_\_\_ [insert name of business entity], have read the foregoing and agree that \_\_\_\_\_ [insert name of business entity] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Attachment A**

Vendor Name: \_\_\_\_\_ Initials: \_\_\_\_\_

### **Violent and Serious Felonies**

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

1. Murder or voluntary manslaughter.
2. Mayhem.
3. Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
4. Sodomy as defined in subdivision (c) or (d) of Section 286.
5. Oral copulation as defined in subdivision (c) or (d) of Section 288a.
6. Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
7. Any felony punishable by death or imprisonment in the state prison for life.
8. Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
9. Any robbery.
10. Arson, in violation of subdivision (a) or (b) of Section 451.
11. Sexual penetration as defined in subdivision (a) or U) of Section 289.
12. Attempted murder.
13. A violation of Section 18745, 18750, or 18755.
14. Kidnapping.
15. Assault with the intent to commit a specified felony, in violation of Section 220.
16. Continuous sexual abuse of a child, in violation of Section 288.5.
17. Carjacking, as defined in subdivision (a) of Section 215.
18. Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
19. Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

Vendor Name: \_\_\_\_\_ Initials: \_\_\_\_\_

20. Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
21. Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
22. Any violation of Section 12022.53.
23. A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.



Vendor Name: \_\_\_\_\_ Initials: \_\_\_\_\_

**Attachment B**

**Form for Certification of Lack of Felony Convictions**

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: \_\_\_\_\_

Date of Entity's Contract with District: \_\_\_\_\_

Scope of Entity's Contract with District: \_\_\_\_\_

I, \_\_\_\_\_ [insert name] am the \_\_\_\_\_ [insert "owner" or officer title] for \_\_\_\_\_ [insert name of business entity] ("Entity"), which entered a contract on \_\_\_\_\_, 2024, with the Merced County Office of Education.

I certify that (1) neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Vendor Name: \_\_\_\_\_ Initials: \_\_\_\_\_

**Offer to the Merced County Office of Education**

IN COMPLIANCE WITH THE GENERAL CONDITIONS, ADDENDA (IF ANY), ATTACHED LIST OF ITEMS, ADDENDA (IF ANY), AND OTHER BID DOCUMENTS, THE UNDERSIGNED OFFERS AND AGREES, IF THIS OFFER IS ACCEPTED WITHIN SIXTY (60) DAYS FROM THE BID OPEN DATE, 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.

DELIVERY WITHIN \_\_\_\_\_ DAYS

TERMS: \_\_\_\_\_ NET \_\_\_\_\_ DAYS

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

**RETURN ALL HARD COPIES OF BID**  
**(No fax or email bids accepted)**

*Merced County Office of Education*  
*Attention: Katherine Weimer*  
*Director, Business Services*  
*2100 Cooper Ave, Suite B*  
*Merced, CA 95348*  
*(209) 381-4555*