



**Request for Bid # 01-23-24  
Dairy**

BID DUE DATE  
**3:00 pm, Wednesday, May 24, 2023**

SUBMIT BIDS TO  
Jas Sohal, Purchasing Manager

Santa Clara County Office of Education  
Purchasing Department  
1290 Ridder Park Drive  
San Jose, California 95131-2304  
Phone: 408-453-6858

Santa Clara County Office of Education

Dairy  
Bid # 01-23-24

**Table of Contents**

Notice Inviting Bids	1
Instructions to Bidders	2
List of Required Submittals	7
Bid Form	8
Noncollusion Declaration	11
Information Required of Bidder with List References	12
Verification & Execution	16
Workers' Compensation Certification	17
Alcohol and Tobacco Free Certification	18
Drug Free Workplace Certification	19
Criminal Records Check Certification	21

Exhibit A – Dairy List for Bid

Exhibit B – Delivery Locations

Exhibit C – Professional Services Agreement (PSA)

**NOTE: PSA must be send signed with the Bid Proposal**

## NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN THAT the Santa Clara County Office of Education (hereinafter referred to as "SCCOE" invites qualified suppliers to submit bids for:

Bid Number: **#01-23-24 Dairy.**

Bids shall be sealed and clearly marked with SCCOE's Proposal Name and Number and received up to, but no later than **3:00 PM, Wednesday, May 24, 2023**

Bids shall be received at:

**Santa Clara County Office of Education  
1290 Ridder Park Drive  
San Jose, CA. 95131-2304  
Attention: Jas Sohal, Manager Purchasing Services**

There will not be a formal bid opening for these proposals and no commitment will be made at that time until all bids are evaluated for pricing, specifications and other pertinent information. Any nonconforming or incomplete bids may be rejected. Bidders must comply with the instructions contained in the bid package. It shall be the full responsibility of all bidders to insure that sealed bids are delivered to the above office by the time and date stated. *Facsimile (FAX) copies or E-mail of the bid will not be accepted.* SCCOE will not be responsible for late deliveries by U.S. mail or any other means.

All bids shall be made on form(s) furnished by SCCOE. Bids must conform with and be responsive to the contract documents, copies of which are on file and may be obtained from the office of the Purchasing Department or accessible on our website:

<http://www.sccoe.org/depts/bizserv/purchasing/Pages/Bids-Posting-System.aspx>

All questions regarding the Bid must be submitted in writing no later than May 19, 2023, to Jas Sohal, Purchasing Manager at the address noted above or via email to [Jas\\_Sohal@sccoe.org](mailto:Jas_Sohal@sccoe.org)

SCCOE reserves the right to accept or reject any and all proposals and to waive any irregularities or informalities in any bid or in the bid process. No bid, or any portion thereof, may be withdrawn for a period of ninety (90) days after bid opening.

Publication Dates: **May 5 & May 12, 2023**

# INSTRUCTIONS TO BIDDER

## Bid # 01-23-24 - Dairy

### 1. Preparation of the Bid Form

SCCOE invites bids on the form attached to be submitted at the time and place stated in the Notice Inviting Bids. Bids shall be submitted on the prescribed Bid forms, completed in full. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the bid shall be in longhand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the bidder.

**NOTE:** 'Exhibit A - Dairy List for Bid" must be completed and submitted with bid.

### 2. Form and Delivery of Bids

The bid shall be made on the Bid Forms provided (Bid Form plus Exhibit A Dairy List for Bid), and the complete bid, together with an electronic copy (flash drive or CD with Bid Form plus Exhibit A Dairy List for Bid) of the bid forms and any and all additional materials as required by the Contract Documents, shall be enclosed in a sealed envelope, addressed and delivered to the SCCOE Purchasing Department address: 1290 Ridder Park Drive San Jose, California 95131, and must be received on or before the time set forth in the Notice Inviting Bids. The envelope shall be plainly marked with the bidder's name, the Contract designation (Bid#01-23-24 Dairy), and the date and time for the opening of bids. It is the bidder's sole responsibility to ensure that its bid is received prior to the scheduled closing time for receipt of bids. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time set forth in the Notice Inviting Bids for the opening of bids the sealed bids will be opened at the SCCOE office.

### 3. Signature

Bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign on behalf of the bidder and must be in permanent blue ink.

### 4. Modifications

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in SCCOE 's rejection of the bid as not being responsive to the invitation to bid.

### 5. Erasures, Inconsistent Bids

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the case of an error in an extension, the unit price upon which the extension is based shall take precedence. In the event SCCOE determines that any bid is unintelligible, inconsistent or ambiguous, SCCOE may reject such bid as not being responsive to the invitation to bid.

**6. Withdrawal of Bids**

Any bid may be withdrawn, either personally, by written request, or by telegraphic request at any time prior to the scheduled closing time for receipt of bids. All requests for bid withdrawal must be accompanied with a power-of- attorney or other proof acceptable to SCCOE which authorizes the individual requesting the bid withdrawal to so act on behalf of the bidder.

**7. Form of Agreement**

Proposed Agreement which the successful bidder will be required to execute is included in the contract documents and should be carefully examined by the bidder.

**8. Bidders Interested in More Than One Bid**

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub- proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal.

**9. Award of Contract**

SCCOE reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by SCCOE, will be to the lowest responsible bidder(s), therefor from among those bidders responsive to the call for bids. SCCOE realizes that conditions other than price are important; and may award based on individual items bid, or any combination of individual items, or upon a cumulative total of all items bid; whichever method is determined to be in its best interests and can be awarded to multiple bidders, on an all or nothing basis, may reject any or all bids, any part of a bid, or may waive any informality in a bid.

**10. Competency of Bidders**

In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Work covered by the bid. By submitting a bid, each bidder agrees that SCCOE, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the Work. To this end, each bid shall be supported by a statement of the bidder's experience as of the recent date on the form entitled "INFORMATION REQUIRED OF BIDDER," bound herein.

**11. Forfeiture for Failure to Execute Contract**

In the event the bidder to whom an award is made fails or refuses to execute the contract within five calendar days from the date receiving notification that he is the bidder to whom the contract is awarded, SCCOE may award the work to the next lowest bidder or may call for new bids.

**12. Delivery Charges**

Bids are sought which are priced F.O.B. destination, freight included.

**13. Delivery**

See EXHIBIT B for delivery locations (subject to change). All bids on items shall be F.O.B.

destination. No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the prices bid.

Upon award of bid, supplier shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. There shall be no minimum quantities required in order for SCCOE to place orders for needed items.

All products shall conform to provisions set forth in Federal, State, County, and City laws for their production, handling, processing, marketing, and labeling. In the event of off-flavor damage, or items found to be unsatisfactory for consumption, the Contractor shall replace items promptly or issue credit to SCCOE at SCCOE's discretion.

**14. Age And Condition Of Items**

Stock shall be fresh, not frozen at any time before delivery and sound, prepared in properly equipped plants under modern sanitary conditions in accordance with the best commercial practice, and free from decay, discoloration or foreign matter. Containers must be sound, clean, sturdy and sealed. Opened or damaged packages will not be accepted. Packages must have uniform identifying labels placed on two sides of the container. Brand, item code, and count must be clearly identified on master cases and boxes within master cases. All products must have a visible freshness date/code.

**15. Prices**

Quoted prices must include all delivery charges and surtaxes. No extra charges will be allowed. 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 to SCCOE for as long as the lower prices are in effect, but at no time shall the prices charged to SCCOE exceed the prices bid except by written approval and acceptance by SCCOE and confirmed a minimum of 30 days in advance.

SCCOE shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other County Office of Education or any other state, county, municipal or local governmental agency in Santa Clara County for products listed herein.

Contract term is one year. SCCOE reserves the right to renew the contract for two (2) additional, one (1) year terms. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of SCCOE. Such renewal will be made by notifying the vendor, in writing, thirty (30) days prior to the expiration of the contract, in accordance with provisions contained in the Education Code, Sections 17596 (K-12). In the event of a general price decrease SCCOE reserves the right to revoke the bid award unless the decrease is passed on to SCCOE.

**16. Sales Tax**

Do not include California State Sales or Use Taxes in unit prices. This tax will be added and paid for by SCCOE. Do not include or add Federal Excise Tax, as SCCOE is exempt.

**17. SCCOE Requirements**

The quantity shown is the estimate of consumption for the contract period. The needs

of SCCOE may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. If at any time the successful bidder(s) should fail or be unable, for any reason, to provide items needed by SCCOE, SCCOE reserves the right to acquire as necessary from other sources during the life of the contract.

SCCOE shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period.

#### **18. Interpretation of Documents:**

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the contract documents or finds discrepancies, in or omissions from, the Specifications, they may, at least 5 days prior to bid opening date, submit to the Purchasing Manager of SCCOE a written request via email to [Jas\\_Sohal@SCCOE.org](mailto:Jas_Sohal@SCCOE.org) for an interpretation or correction hereof. Any interpretation or addendum duly issued by SCCOE will be emailed to the person submitting the request and will be posted to SCCOE's website. SCCOE will not be responsible for any other explanation or interpretation of the proposed documents.

#### **19. Substitutions for Specified Items**

Whenever in these specifications any item is indicated or specified, such specifications shall be deemed to be used for the purpose of facilitating description of the item desired and shall be deemed to be followed by the words "or equal".

Bidders may propose items equal to those specified herein but must furnish complete specifications of each item and a sample of the item proposed must be provided. Such specifications and samples must be furnished and delivered to:

Walden West Kitchen  
Attention: Jesus Hernandez  
15555 Sanborn Road  
Saratoga, CA 95070

no later than 1:30 PM, May 19, 2023, at no cost or obligation to SCCOE, for the purposes of testing and evaluation. SCCOE at its sole discretion will make a determination as to the acceptance or rejection of a proposed substitution.

A copy of the specifications for proposed substitutions must also be submitted via email to the Purchasing Manager at [Jas\\_Sohal@SCCOE.org](mailto:Jas_Sohal@SCCOE.org) no later than 4:00 pm, May 19, 2023.

SCCOE will notify bidder not less than three (3) days prior to the bid deadline whether the requested substitution has been approved as an "or equal" to the specified item. If an alternate has been indicated but rejected by SCCOE as not being an "equal," bidder agrees that by submitting its bid, bidder shall provide the specified item. Unless an approved substitute is indicated, it is agreed all items proposed are as named in the specifications. Substitution after the award will not be permitted.

#### **20. Anti-Discrimination**

It is the policy of SCCOE that in connection with all work performed, materials

purchased or supplies provided under any contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code section 1410 and Labor Code section 1735. In addition, the vendor agrees to require like compliance by any sub-vendors employed on the work by him.

**21. Domestic Origin**

Items of foreign origin must be so indicated, in accordance with the provisions of Chapter 226 of the 1933 Statutes of the State of California and California Public Contract Code Section 3410. Your signature to this document will be taken as your certification that all manufactured articles, processed foods, produce, materials and supplies not so indicated have been made, grown or produced in the United States or its' insular possessions from articles, materials or supplies mined, grown, produced or manufactured as the case may be, in those areas.

**22. Marking of Packages**

Each package contained in each shipment shall be clearly marked with SCCOE's purchase order number. Failure to mark the packages may delay SCCOE acceptance and payment for the shipment.

**23. Addenda**

Addenda or changes to the project specification may be issued by SCCOE prior to bid opening and any addenda so issued must be included in the contractors' proposal cost.

**24. Piggybacking**

Pricing on this bid may be extended to other school and community college districts in Santa Clara County and to any other California school or community college district the vendor agrees to service at these prices per section 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.



## LIST OF REQUIRED SUBMITTALS

### Dairy

#### Bid # 01-23-24

*NOTE: The following items must be filled in completely with appropriate signatures and submitted with your bid. Failure to submit any of the required materials will be non-responsive to the bid requirements and may be grounds for disqualification.*

1. Bid Form
2. Exhibit A Dairy List for Bid
3. Noncollusion Declaration
4. Information Required of Bidders, References
5. Verification & Execution Form
6. Electronic copy of bid documents (Exhibit A in Excel format as provided by SCCOE)

# BID FORM

Dairy

Bid # 01-23-24

TO: Santa Clara County Office of Education, acting by and through its Governing Board, herein called the "SCCOE:"

1. Pursuant to your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having become familiarized with the terms of the complete contract, as defined in Exhibit-C the Professional Services Agreement (PSA), the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner all of the work required in connection with the following:

Bid No: #01-23-24 Dairy

2. All in strict conformity with the complete contract as defined in the PSA, including addenda nos. \_\_\_\_, \_\_\_\_, and \_\_\_\_, on file at the office of the SCCOE Purchasing Department, located at 1290 Ridder Park Drive San Jose CA 95131, for the sum (Total bid for all items, tax is not included in this total) of:

Extended Total 'Extended Bid Price' (Estimate Use in Unit of Measure for Bid (A) x Bid Price per Unit of Measure)

\_\_\_\_\_ dollars

\$ \_\_\_\_\_.

**MUST RETURN Attach 'EXHIBIT A - Dairy List for Bid' with Column "D" and "E" filled.**

It is understood that the SCCOE reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice Inviting Bids.

- a) The required Noncollusion Declaration is hereto attached.
- b) The required Information Required of Bidder is attached.
- c) It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the SCCOE a contract in the form attached hereto in accordance with the bid as accepted within five (5) calendar days after receipt of notification of acceptance, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated per the Agreement.

3. Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to the undersigned at the address stated below.

(email) \_\_\_\_\_

(Mailing Address) \_\_\_\_\_

4. The name of all persons interested in the foregoing proposal as principals are as follows (list Name and Title):

\_\_\_\_\_

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

5. Pursuant to Section 4552 of the Government Code, in submitting a bid to the SCCOE, the bidder offers and agrees that if the bid is accepted, it will assign to the SCCOE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under Cartwright Act (Chapter 2 {commencing with Section 16700} of Part 2 of Division 7 of Business and Profession Code), arising from purchase of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing tenders final payment to the bidder.

6. If the bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of \_\_\_\_\_ and that \_\_\_\_\_ whose title is \_\_\_\_\_ is authorized to act for and bind the corporation.

7. In the event the successful bidder fails or refuses to post the required Certificate of Insurance and return executed copies of the agreement form within five (5) calendar days from the date of receiving the Notice of Recommendation to Award Contract, the successful bidder shall be deemed to be in default and the SCCOE may award the contract to the next lowest

bidder.

**Signature Authorization and Nature of Bidders Firm.**

The undersigned hereby proposes and agrees to furnish, and deliver the goods and services in accordance with the terms, conditions, specifications and prices herein quoted.

\_\_\_\_\_  
Proper name of Individual, Company or Corporation

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Type or Print Signer's Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

Corporate Seal (if a corporation)

**NONCOLLUSION DECLARATION**  
to Be Executed by Bidder and Submitted with Bid

**Dairy**  
**Bid # 01-23-24**

(Public Contract Code Section 7106)

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 \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Typed Name of Officer

\_\_\_\_\_  
Office

**INFORMATION REQUIRED OF BIDDER**

**General Information**

**(To be submitted with Bid)**

Bidder shall furnish the following information. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to Bidder's firm and any of its officers, directors, shareholders, parties and principals.

1. Firm name and address:

\_\_\_\_\_

\_\_\_\_\_

2. Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

3. Type of firm: (Check one)

Individual\_\_\_Partnership\_\_\_Corporation\_\_\_Joint Venture \_\_\_

4. If Bidder's organization is a corporation, answer the following:

a. Date of Incorporation: \_\_\_\_\_

b. State of Incorporation: \_\_\_\_\_

c. President's Name: \_\_\_\_\_

d. Vice-president's Name(s) \_\_\_\_\_

e. Secretary's \_\_\_\_\_

f. Name: \_\_\_\_\_

5. If Bidder is an individual or a partnership, answer the following:

a. Date of Organization: \_\_\_\_\_

b. Name and Address of all partners (state whether general or limited partnership):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. If Bidder's organization is other than a corporation or partnership, describe organization, name principals, and include titles, if any:

\_\_\_\_\_

---

7. List other states in which Bidder's organization is legally qualified to do business.

---

8. Number of years as a vendor of the products/services of this type: \_\_\_\_\_

9. If applicable, person who inspected site of the proposed Work for your firm:

Name and Title: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_

10. Has your firm or any of its principals defaulted so as to cause a loss to a surety? If the answer is "Yes", give dates, name and address of surety and details.

---

---

---

11. Have you been assessed liquidated damages for any project in the past three years?

If Yes, Explain: \_\_\_\_\_

12. Have you been in litigation on a question relating to your performance on a contract during the past three years? \_\_\_\_\_

If "Yes," explain, and provide case name and number:

---

13. Have you ever failed to complete a project in the last three years? \_\_\_\_\_

If so, give name of owner and details

---

14. Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation.

15. List the names, addresses and telephone numbers of three successful references, preferably school SCCOE clients whose jobs you have worked on in the past three years.

Name	Address	Telephone
_____	_____	( ) _____
_____	_____	( ) _____
_____	_____	( ) _____

16. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of SCCOE?  
If so, please elaborate. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

17. Has your firm ever been found to be “non-responsible” by an awarding agency? If so, please elaborate. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

18. List Trade References:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. List Bank References:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. Name of Bonding Company and Name and Address of Agent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**List of References**

**(To be submitted with Bid)**

The following information should contain persons or entities familiar with Bidder's work:

1. Name of Agency: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person and Telephone: \_\_\_\_\_  
Type of Equipment/Supplies or other Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Contract Amount: \_\_\_\_\_
2. Name of Agency: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person and Telephone: \_\_\_\_\_  
Type of Equipment/Supplies or other Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Contract Amount: \_\_\_\_\_
3. Name of Agency: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person and Telephone: \_\_\_\_\_  
Type of Equipment/Supplies or Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Contract Amount: \_\_\_\_\_

**Verification and Execution**

**(To be submitted with Bid)**

This document shall be executed only by a duly authorized official of Bidder.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_\_,

County of \_\_\_\_\_, State of \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 states as follows:

“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 either as an individual employer, or as one employer in a group of employers, 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 or her employees.

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

I am aware of the provisions of 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 the code, and I will comply with such provisions before commencing the performance of the Work of the Contract.

In signing below, VENDOR covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidders.

\_\_\_\_\_  
(Proper Name of Vendor)

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Signor)

\_\_\_\_\_  
(Title of Signor)

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Signor)

\_\_\_\_\_  
(Title of Signor)

(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 the Contract.)

**ALCOHOL AND TABACCO FREE CERTIFICATION**

The CONTRACTOR agrees that it will abide by and implement the SCCOE’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on SCCOE - owned or leased buildings, on SCCOE property and in SCCOE vehicles.

The CONTRACTOR 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.

Authorized Official of Contractor: \_\_\_\_\_ (company name)

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Phone Number Email Address

\_\_\_\_\_  
Signature Date

***Note: This document must be executed and submitted with the executed Agreement between Owner and Contractor.***

## **DRUG-FREE WORKPLACE CERTIFICATION**

This Drug-Free Workplace Certification form is required from all successful Bidders pursuant to the requirements mandated by Government Code section 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 doing certain specified acts. In addition, the Drug-Free Workplace Act of 1990 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 contractor 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 that each employee engaged in the performance of the Contract be given a copy

of the statement required by section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if SCCOE 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 section 8350 et seq.

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

In signing below, VENDOR covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidders.

VENDOR

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

## Criminal Background Check/Tuberculosis Clearance Written Certification Form

Name of Independent Contractor/Service Provider:	
--	--

*\*Provided as a summary only; the provisions in the Agreement regarding this subject matter shall control. Direct services to students must be performed on school grounds.*

**Contractor shall check the applicable boxes and fill in any applicable blanks.**

<b>CRIMINAL BACKGROUND CHECK</b>		
1.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers will <b><u>ONLY HAVE LIMITED OR NO CONTACT</u></b> with SCCOE students (as defined by SCCOE) in the performance of this Agreement. By checking this box, Contractor certifies that its employees, agents, volunteers will have no contact, or only limited contact, with SCCOE students in the performance of this Agreement.
2.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers, <u>listed here/attached</u> , will have <b><u>MORE THAN LIMITED CONTACT</u></b> with SCCOE students (as defined by SCCOE) in the performance of this Agreement. <b>INSERT NAMES OF EMPLOYEES</b> (Attach and sign additional pages, as needed.)  By checking this box, Contractor certifies that the employee(s), agent(s), volunteer(s) noted above/attached fingerprinted under procedures established by the California Department of Justice and the FBI, and the results of those fingerprints reveal that none of these individuals have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code, and Contractor certifies that it has requested subsequent arrest notification for these individuals.
<b>TUBERCULOSIS CLEARANCE</b>		
3.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers will <b><u>ONLY HAVE LIMITED OR NO CONTACT</u></b> with SCCOE students (as defined by SCCOE).
4.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers, <u>listed here/attached</u> , will have <b><u>MORE THAN LIMITED OR PROLONGED CONTACT</u></b> with SCCOE students (as defined by SCCOE) in the performance of this Agreement, and have cleared a TB Test (within the past year, four years if a chest x-ray). <b>INSERT NAMES OF INDIVIDUALS AND DATES OF T.B. CLEARANCE</b> (Attach and sign additional pages, as needed.)

**Further Certification by Contractor:** *"I hereby certify on behalf of Contractor that the information provided herein is true and accurate. I further agree that during the term of this Agreement, if Contractor learns of additional information that differs from the responses provided above, including but not limited to hiring new personnel and/or notice of a subsequent arrest, Contractor will immediately forward this information to SCCOE. If Contractor receives any subsequent arrest notification, I certify that Contractor will immediately notify SCCOE and bar such employee/ agent/ volunteer from performing any services under this Agreement that involve any contact with students."*

\_\_\_\_\_  
Contractor Signature                      Date

\_\_\_\_\_  
Print name of Signatory

**Exhibit C – Professional Services Agreement (PSA)**

**NOTE**: Attached Professional Service Agreement must be sent back signed with BID response.

**See Next**





**Request for Bid # 01-23-24  
Dairy**

BID DUE DATE  
**3:00 pm, Wednesday, May 24, 2023**

SUBMIT BIDS TO  
Jas Sohal, Purchasing Manager

Santa Clara County Office of Education  
Purchasing Department  
1290 Ridder Park Drive  
San Jose, California 95131-2304  
Phone: 408-453-6858

Santa Clara County Office of Education

Dairy  
Bid # 01-23-24

**Table of Contents**

Notice Inviting Bids	1
Instructions to Bidders	2
List of Required Submittals	7
Bid Form	8
Noncollusion Declaration	11
Information Required of Bidder with List References	12
Verification & Execution	16
Workers' Compensation Certification	17
Alcohol and Tobacco Free Certification	18
Drug Free Workplace Certification	19
Criminal Records Check Certification	21

Exhibit A – Dairy List for Bid

Exhibit B – Delivery Locations

Exhibit C – Professional Services Agreement (PSA)

**NOTE: PSA must be send signed with the Bid Proposal**

## NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN THAT the Santa Clara County Office of Education (hereinafter referred to as "SCCOE" invites qualified suppliers to submit bids for:

Bid Number: **#01-23-24 Dairy.**

Bids shall be sealed and clearly marked with SCCOE's Proposal Name and Number and received up to, but no later than **3:00 PM, Wednesday, May 24, 2023**

Bids shall be received at:

**Santa Clara County Office of Education  
1290 Ridder Park Drive  
San Jose, CA. 95131-2304  
Attention: Jas Sohal, Manager Purchasing Services**

There will not be a formal bid opening for these proposals and no commitment will be made at that time until all bids are evaluated for pricing, specifications and other pertinent information. Any nonconforming or incomplete bids may be rejected. Bidders must comply with the instructions contained in the bid package. It shall be the full responsibility of all bidders to insure that sealed bids are delivered to the above office by the time and date stated. *Facsimile (FAX) copies or E-mail of the bid will not be accepted.* SCCOE will not be responsible for late deliveries by U.S. mail or any other means.

All bids shall be made on form(s) furnished by SCCOE. Bids must conform with and be responsive to the contract documents, copies of which are on file and may be obtained from the office of the Purchasing Department or accessible on our website:

<http://www.sccoe.org/depts/bizserv/purchasing/Pages/Bids-Posting-System.aspx>

All questions regarding the Bid must be submitted in writing no later than May 19, 2023, to Jas Sohal, Purchasing Manager at the address noted above or via email to [Jas\\_Sohal@sccoe.org](mailto:Jas_Sohal@sccoe.org)

SCCOE reserves the right to accept or reject any and all proposals and to waive any irregularities or informalities in any bid or in the bid process. No bid, or any portion thereof, may be withdrawn for a period of ninety (90) days after bid opening.

Publication Dates: **May 5 & May 12, 2023**

# INSTRUCTIONS TO BIDDER

## Bid # 01-23-24 - Dairy

### 1. Preparation of the Bid Form

SCCOE invites bids on the form attached to be submitted at the time and place stated in the Notice Inviting Bids. Bids shall be submitted on the prescribed Bid forms, completed in full. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the bid shall be in longhand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the bidder.

**NOTE:** 'Exhibit A - Dairy List for Bid" must be completed and submitted with bid.

### 2. Form and Delivery of Bids

The bid shall be made on the Bid Forms provided (Bid Form plus Exhibit A Dairy List for Bid), and the complete bid, together with an electronic copy (flash drive or CD with Bid Form plus Exhibit A Dairy List for Bid) of the bid forms and any and all additional materials as required by the Contract Documents, shall be enclosed in a sealed envelope, addressed and delivered to the SCCOE Purchasing Department address: 1290 Ridder Park Drive San Jose, California 95131, and must be received on or before the time set forth in the Notice Inviting Bids. The envelope shall be plainly marked with the bidder's name, the Contract designation (Bid#01-23-24 Dairy), and the date and time for the opening of bids. It is the bidder's sole responsibility to ensure that its bid is received prior to the scheduled closing time for receipt of bids. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time set forth in the Notice Inviting Bids for the opening of bids the sealed bids will be opened at the SCCOE office.

### 3. Signature

Bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign on behalf of the bidder and must be in permanent blue ink.

### 4. Modifications

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in SCCOE 's rejection of the bid as not being responsive to the invitation to bid.

### 5. Erasures, Inconsistent Bids

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the case of an error in an extension, the unit price upon which the extension is based shall take precedence. In the event SCCOE determines that any bid is unintelligible, inconsistent or ambiguous, SCCOE may reject such bid as not being responsive to the invitation to bid.

**6. Withdrawal of Bids**

Any bid may be withdrawn, either personally, by written request, or by telegraphic request at any time prior to the scheduled closing time for receipt of bids. All requests for bid withdrawal must be accompanied with a power-of- attorney or other proof acceptable to SCCOE which authorizes the individual requesting the bid withdrawal to so act on behalf of the bidder.

**7. Form of Agreement**

Proposed Agreement which the successful bidder will be required to execute is included in the contract documents and should be carefully examined by the bidder.

**8. Bidders Interested in More Than One Bid**

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub- proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal.

**9. Award of Contract**

SCCOE reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by SCCOE, will be to the lowest responsible bidder(s), therefor from among those bidders responsive to the call for bids. SCCOE realizes that conditions other than price are important; and may award based on individual items bid, or any combination of individual items, or upon a cumulative total of all items bid; whichever method is determined to be in its best interests and can be awarded to multiple bidders, on an all or nothing basis, may reject any or all bids, any part of a bid, or may waive any informality in a bid.

**10. Competency of Bidders**

In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Work covered by the bid. By submitting a bid, each bidder agrees that SCCOE, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the Work. To this end, each bid shall be supported by a statement of the bidder's experience as of the recent date on the form entitled "INFORMATION REQUIRED OF BIDDER," bound herein.

**11. Forfeiture for Failure to Execute Contract**

In the event the bidder to whom an award is made fails or refuses to execute the contract within five calendar days from the date receiving notification that he is the bidder to whom the contract is awarded, SCCOE may award the work to the next lowest bidder or may call for new bids.

**12. Delivery Charges**

Bids are sought which are priced F.O.B. destination, freight included.

**13. Delivery**

See EXHIBIT B for delivery locations (subject to change). All bids on items shall be F.O.B.

destination. No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the prices bid.

Upon award of bid, supplier shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. There shall be no minimum quantities required in order for SCCOE to place orders for needed items.

All products shall conform to provisions set forth in Federal, State, County, and City laws for their production, handling, processing, marketing, and labeling. In the event of off-flavor damage, or items found to be unsatisfactory for consumption, the Contractor shall replace items promptly or issue credit to SCCOE at SCCOE's discretion.

#### **14. Age And Condition Of Items**

Stock shall be fresh, not frozen at any time before delivery and sound, prepared in properly equipped plants under modern sanitary conditions in accordance with the best commercial practice, and free from decay, discoloration or foreign matter. Containers must be sound, clean, sturdy and sealed. Opened or damaged packages will not be accepted. Packages must have uniform identifying labels placed on two sides of the container. Brand, item code, and count must be clearly identified on master cases and boxes within master cases. All products must have a visible freshness date/code.

#### **15. Prices**

Quoted prices must include all delivery charges and surtaxes. No extra charges will be allowed. 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 to SCCOE for as long as the lower prices are in effect, but at no time shall the prices charged to SCCOE exceed the prices bid except by written approval and acceptance by SCCOE and confirmed a minimum of 30 days in advance.

SCCOE shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other County Office of Education or any other state, county, municipal or local governmental agency in Santa Clara County for products listed herein.

Contract term is one year. SCCOE reserves the right to renew the contract for two (2) additional, one (1) year terms. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of SCCOE. Such renewal will be made by notifying the vendor, in writing, thirty (30) days prior to the expiration of the contract, in accordance with provisions contained in the Education Code, Sections 17596 (K-12). In the event of a general price decrease SCCOE reserves the right to revoke the bid award unless the decrease is passed on to SCCOE.

#### **16. Sales Tax**

Do not include California State Sales or Use Taxes in unit prices. This tax will be added and paid for by SCCOE. Do not include or add Federal Excise Tax, as SCCOE is exempt.

#### **17. SCCOE Requirements**

The quantity shown is the estimate of consumption for the contract period. The needs

of SCCOE may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. If at any time the successful bidder(s) should fail or be unable, for any reason, to provide items needed by SCCOE, SCCOE reserves the right to acquire as necessary from other sources during the life of the contract.

SCCOE shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period.

#### **18. Interpretation of Documents:**

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the contract documents or finds discrepancies, in or omissions from, the Specifications, they may, at least 5 days prior to bid opening date, submit to the Purchasing Manager of SCCOE a written request via email to [Jas\\_Sohal@SCCOE.org](mailto:Jas_Sohal@SCCOE.org) for an interpretation or correction hereof. Any interpretation or addendum duly issued by SCCOE will be emailed to the person submitting the request and will be posted to SCCOE's website. SCCOE will not be responsible for any other explanation or interpretation of the proposed documents.

#### **19. Substitutions for Specified Items**

Whenever in these specifications any item is indicated or specified, such specifications shall be deemed to be used for the purpose of facilitating description of the item desired and shall be deemed to be followed by the words "or equal".

Bidders may propose items equal to those specified herein but must furnish complete specifications of each item and a sample of the item proposed must be provided. Such specifications and samples must be furnished and delivered to:

Walden West Kitchen  
Attention: Jesus Hernandez  
15555 Sanborn Road  
Saratoga, CA 95070

no later than 1:30 PM, May 19, 2023, at no cost or obligation to SCCOE, for the purposes of testing and evaluation. SCCOE at its sole discretion will make a determination as to the acceptance or rejection of a proposed substitution.

A copy of the specifications for proposed substitutions must also be submitted via email to the Purchasing Manager at [Jas\\_Sohal@SCCOE.org](mailto:Jas_Sohal@SCCOE.org) no later than 4:00 pm, May 19, 2023.

SCCOE will notify bidder not less than three (3) days prior to the bid deadline whether the requested substitution has been approved as an "or equal" to the specified item. If an alternate has been indicated but rejected by SCCOE as not being an "equal," bidder agrees that by submitting its bid, bidder shall provide the specified item. Unless an approved substitute is indicated, it is agreed all items proposed are as named in the specifications. Substitution after the award will not be permitted.

#### **20. Anti-Discrimination**

It is the policy of SCCOE that in connection with all work performed, materials

purchased or supplies provided under any contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code section 1410 and Labor Code section 1735. In addition, the vendor agrees to require like compliance by any sub-vendors employed on the work by him.

**21. Domestic Origin**

Items of foreign origin must be so indicated, in accordance with the provisions of Chapter 226 of the 1933 Statutes of the State of California and California Public Contract Code Section 3410. Your signature to this document will be taken as your certification that all manufactured articles, processed foods, produce, materials and supplies not so indicated have been made, grown or produced in the United States or its' insular possessions from articles, materials or supplies mined, grown, produced or manufactured as the case may be, in those areas.

**22. Marking of Packages**

Each package contained in each shipment shall be clearly marked with SCCOE's purchase order number. Failure to mark the packages may delay SCCOE acceptance and payment for the shipment.

**23. Addenda**

Addenda or changes to the project specification may be issued by SCCOE prior to bid opening and any addenda so issued must be included in the contractors' proposal cost.

**24. Piggybacking**

Pricing on this bid may be extended to other school and community college districts in Santa Clara County and to any other California school or community college district the vendor agrees to service at these prices per section 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.



## LIST OF REQUIRED SUBMITTALS

### Dairy

#### Bid # 01-23-24

*NOTE: The following items must be filled in completely with appropriate signatures and submitted with your bid. Failure to submit any of the required materials will be non-responsive to the bid requirements and may be grounds for disqualification.*

1. Bid Form
2. Exhibit A Dairy List for Bid
3. Noncollusion Declaration
4. Information Required of Bidders, References
5. Verification & Execution Form
6. Electronic copy of bid documents (Exhibit A in Excel format as provided by SCCOE)

# BID FORM

Dairy

Bid # 01-23-24

TO: Santa Clara County Office of Education, acting by and through its Governing Board, herein called the "SCCOE:"

1. Pursuant to your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having become familiarized with the terms of the complete contract, as defined in Exhibit-C the Professional Services Agreement (PSA), the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner all of the work required in connection with the following:

Bid No: #01-23-24 Dairy

2. All in strict conformity with the complete contract as defined in the PSA, including addenda nos. \_\_\_\_, \_\_\_\_, and \_\_\_\_, on file at the office of the SCCOE Purchasing Department, located at 1290 Ridder Park Drive San Jose CA 95131, for the sum (Total bid for all items, tax is not included in this total) of:

Extended Total 'Extended Bid Price' (Estimate Use in Unit of Measure for Bid (A) x Bid Price per Unit of Measure)

\_\_\_\_\_ dollars

\$ \_\_\_\_\_.

**MUST RETURN Attach 'EXHIBIT A - Dairy List for Bid' with Column "D" and "E" filled.**

It is understood that the SCCOE reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice Inviting Bids.

- a) The required Noncollusion Declaration is hereto attached.
- b) The required Information Required of Bidder is attached.
- c) It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the SCCOE a contract in the form attached hereto in accordance with the bid as accepted within five (5) calendar days after receipt of notification of acceptance, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated per the Agreement.

3. Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to the undersigned at the address stated below.

(email) \_\_\_\_\_

(Mailing Address) \_\_\_\_\_

4. The name of all persons interested in the foregoing proposal as principals are as follows (list Name and Title):

\_\_\_\_\_

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

5. Pursuant to Section 4552 of the Government Code, in submitting a bid to the SCCOE, the bidder offers and agrees that if the bid is accepted, it will assign to the SCCOE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under Cartwright Act (Chapter 2 {commencing with Section 16700} of Part 2 of Division 7 of Business and Profession Code), arising from purchase of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing tenders final payment to the bidder.

6. If the bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of \_\_\_\_\_ and that \_\_\_\_\_ whose title is \_\_\_\_\_ is authorized to act for and bind the corporation.

7. In the event the successful bidder fails or refuses to post the required Certificate of Insurance and return executed copies of the agreement form within five (5) calendar days from the date of receiving the Notice of Recommendation to Award Contract, the successful bidder shall be deemed to be in default and the SCCOE may award the contract to the next lowest

bidder.

**Signature Authorization and Nature of Bidders Firm.**

The undersigned hereby proposes and agrees to furnish, and deliver the goods and services in accordance with the terms, conditions, specifications and prices herein quoted.

\_\_\_\_\_  
Proper name of Individual, Company or Corporation

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Type or Print Signer's Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

Corporate Seal (if a corporation)

**NONCOLLUSION DECLARATION**  
to Be Executed by Bidder and Submitted with Bid

**Dairy**  
**Bid # 01-23-24**

(Public Contract Code Section 7106)

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 \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Typed Name of Officer

\_\_\_\_\_  
Office

**INFORMATION REQUIRED OF BIDDER**

**General Information**

**(To be submitted with Bid)**

Bidder shall furnish the following information. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to Bidder's firm and any of its officers, directors, shareholders, parties and principals.

1. Firm name and address:

\_\_\_\_\_

\_\_\_\_\_

2. Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

3. Type of firm: (Check one)

Individual\_\_\_Partnership\_\_\_Corporation\_\_\_Joint Venture \_\_\_

4. If Bidder's organization is a corporation, answer the following:

a. Date of Incorporation: \_\_\_\_\_

b. State of Incorporation: \_\_\_\_\_

c. President's Name: \_\_\_\_\_

d. Vice-president's Name(s) \_\_\_\_\_

e. Secretary's \_\_\_\_\_

f. Name: \_\_\_\_\_

5. If Bidder is an individual or a partnership, answer the following:

a. Date of Organization: \_\_\_\_\_

b. Name and Address of all partners (state whether general or limited partnership):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. If Bidder's organization is other than a corporation or partnership, describe organization, name principals, and include titles, if any:

\_\_\_\_\_

---

7. List other states in which Bidder's organization is legally qualified to do business.

---

8. Number of years as a vendor of the products/services of this type: \_\_\_\_\_

9. If applicable, person who inspected site of the proposed Work for your firm:

Name and Title: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_

10. Has your firm or any of its principals defaulted so as to cause a loss to a surety? If the answer is "Yes", give dates, name and address of surety and details.

---

---

---

11. Have you been assessed liquidated damages for any project in the past three years?

If Yes, Explain: \_\_\_\_\_

12. Have you been in litigation on a question relating to your performance on a contract during the past three years? \_\_\_\_\_

If "Yes," explain, and provide case name and number:

---

13. Have you ever failed to complete a project in the last three years? \_\_\_\_\_

If so, give name of owner and details

---

14. Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation.

15. List the names, addresses and telephone numbers of three successful references, preferably school SCCOE clients whose jobs you have worked on in the past three years.

Name	Address	Telephone
_____	_____	( ) _____
_____	_____	( ) _____
_____	_____	( ) _____

16. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of SCCOE?  
If so, please elaborate. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

17. Has your firm ever been found to be “non-responsible” by an awarding agency? If so, please elaborate. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

18. List Trade References:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. List Bank References:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. Name of Bonding Company and Name and Address of Agent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**List of References**

**(To be submitted with Bid)**

The following information should contain persons or entities familiar with Bidder's work:

1. Name of Agency: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person and Telephone: \_\_\_\_\_  
Type of Equipment/Supplies or other Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Contract Amount: \_\_\_\_\_
2. Name of Agency: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person and Telephone: \_\_\_\_\_  
Type of Equipment/Supplies or other Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Contract Amount: \_\_\_\_\_
3. Name of Agency: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person and Telephone: \_\_\_\_\_  
Type of Equipment/Supplies or Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Contract Amount: \_\_\_\_\_

**Verification and Execution**

**(To be submitted with Bid)**

This document shall be executed only by a duly authorized official of Bidder.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_\_,

County of \_\_\_\_\_, State of \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 states as follows:

“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 either as an individual employer, or as one employer in a group of employers, 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 or her employees.

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

I am aware of the provisions of 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 the code, and I will comply with such provisions before commencing the performance of the Work of the Contract.

In signing below, VENDOR covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidders.

\_\_\_\_\_  
(Proper Name of Vendor)

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Signor)

\_\_\_\_\_  
(Title of Signor)

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Signor)

\_\_\_\_\_  
(Title of Signor)

(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 the Contract.)

**ALCOHOL AND TABACCO FREE CERTIFICATION**

The CONTRACTOR agrees that it will abide by and implement the SCCOE’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on SCCOE - owned or leased buildings, on SCCOE property and in SCCOE vehicles.

The CONTRACTOR 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.

Authorized Official of Contractor: \_\_\_\_\_ (company name)

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Phone Number Email Address

\_\_\_\_\_  
Signature Date

***Note: This document must be executed and submitted with the executed Agreement between Owner and Contractor.***

## **DRUG-FREE WORKPLACE CERTIFICATION**

This Drug-Free Workplace Certification form is required from all successful Bidders pursuant to the requirements mandated by Government Code section 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 doing certain specified acts. In addition, the Drug-Free Workplace Act of 1990 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 contractor 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 that each employee engaged in the performance of the Contract be given a copy

of the statement required by section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if SCCOE 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 section 8350 et seq.

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

In signing below, VENDOR covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidders.

VENDOR

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

**Criminal Background Check/Tuberculosis Clearance Written Certification Form**

Name of Independent Contractor/Service Provider:	
--	--

*\*Provided as a summary only; the provisions in the Agreement regarding this subject matter shall control. Direct services to students must be performed on school grounds.*

**Contractor shall check the applicable boxes and fill in any applicable blanks.**

<b>CRIMINAL BACKGROUND CHECK</b>		
1.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers will <b><u>ONLY HAVE LIMITED OR NO CONTACT</u></b> with SCCOE students (as defined by SCCOE) in the performance of this Agreement. By checking this box, Contractor certifies that its employees, agents, volunteers will have no contact, or only limited contact, with SCCOE students in the performance of this Agreement.
2.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers, <u>listed here/attached</u> , will have <b><u>MORE THAN LIMITED CONTACT</u></b> with SCCOE students (as defined by SCCOE) in the performance of this Agreement. <b>INSERT NAMES OF EMPLOYEES</b> (Attach and sign additional pages, as needed.)  By checking this box, Contractor certifies that the employee(s), agent(s), volunteer(s) noted above/attached fingerprinted under procedures established by the California Department of Justice and the FBI, and the results of those fingerprints reveal that none of these individuals have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code, and Contractor certifies that it has requested subsequent arrest notification for these individuals.
<b>TUBERCULOSIS CLEARANCE</b>		
3.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers will <b><u>ONLY HAVE LIMITED OR NO CONTACT</u></b> with SCCOE students (as defined by SCCOE).
4.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers, <u>listed here/attached</u> , will have <b><u>MORE THAN LIMITED OR PROLONGED CONTACT</u></b> with SCCOE students (as defined by SCCOE) in the performance of this Agreement, and have cleared a TB Test (within the past year, four years if a chest x-ray). <b>INSERT NAMES OF INDIVIDUALS AND DATES OF T.B. CLEARANCE</b> (Attach and sign additional pages, as needed.)

**Further Certification by Contractor:** *"I hereby certify on behalf of Contractor that the information provided herein is true and accurate. I further agree that during the term of this Agreement, if Contractor learns of additional information that differs from the responses provided above, including but not limited to hiring new personnel and/or notice of a subsequent arrest, Contractor will immediately forward this information to SCCOE. If Contractor receives any subsequent arrest notification, I certify that Contractor will immediately notify SCCOE and bar such employee/ agent/ volunteer from performing any services under this Agreement that involve any contact with students."*

\_\_\_\_\_  
 Contractor Signature Date

\_\_\_\_\_  
 Print name of Signatory

**Exhibit C – Professional Services Agreement (PSA)**

**NOTE**: Attached Professional Service Agreement must be sent back signed with BID response.

**See Next**