

The Bids are due to the Front Desk Receptionist at the time and date specified within the Bid document. Electronic submission of the Bid will **NOT** be accepted.

NOTICE CALLING FOR BIDS

**FURNITURE: SYSTEMS AND STAND ALONE
BID NO. 23/24-0005**

BID DEADLINE: Wednesday, June 21, 2023 2:00 P.M.

PLACE OF OPENING: San Bernardino County SUPERINTENDENT of Schools
ATTN: Front Desk Receptionist
760 East Brier Drive
San Bernardino, CA 92408

Notice is hereby given that the San Bernardino County Superintendent of Schools hereafter called **SUPERINTENDENT**, will receive sealed bids up to, but not later than, the time fixed above for procuring furniture: new or refurbished, systems, stand alone and classroom furniture as required by the **SUPERINTENDENT**.

All bids shall be made on the bid form furnished by the **SUPERINTENDENT**.

Each bid must conform and be responsive to all pertinent Bidding and Contract Documents.

Bids shall remain open, valid and subject to acceptance anytime within ninety (90) days after the bid opening date and time unless otherwise stipulated.

The successful **VENDOR** may be required to furnish a Performance Bond in the amount at a level to be determined by the **SUPERINTENDENT**.

Sealed bids will be received by the Front Desk Receptionist, 760 East Brier Drive, San Bernardino, CA 92408, on or before the time and date stated above. Bids will remain sealed until the time and date stated. Bids must be sealed and clearly marked on the outside of the envelope in the lower left-hand corner "**BID ENCLOSED - #23/24-0005 Furniture: Systems and Stand Alone**"

No **VENDOR** may withdraw his bid for a period of 90 days after the date set for the opening thereof.

To request a copy of the Bid document, please contact Procurement and Warehouse Services at (909) 386-9508 or visit <https://www.sbcss.k12.ca.us/index.php/business-services/business-support-services/procurement-and-warehouse-services/bids-upcoming>

ELECTRONIC SUBMISSION OF BIDS WILL NOT BE ACCEPTED.

Respectfully,

Amber L Arias, Manager Procurement Services

Advertisement #1: May 30, 2023

Advertisement #2: June 6, 2023

Questions Due: June 13, 2023

Bids Due: June 21, 2023 2:00 p.m.

Bid Opening: June 21, 2023 2:15 p.m.



FURNITURE: SYSTEMS AND STAND ALONE
BID NO. 23/24-0005

The San Bernardino County Superintendent of Schools (**SUPERINTENDENT**) is seeking a **VENDOR(s)** to supply furniture: new or refurbished, systems, stand alone and classroom furniture as per the requirements of the **SUPERINTENDENT**. Please see Attachment A for FAQs.

1. INSTRUCTIONS TO VENDORS

VENDORS shall conform to instructions provided in the bid document. All bids must be in a sealed envelope bearing the name and address of the **VENDOR** and must clearly state on the outside of the envelope in the lower left-hand corner "**BID ENCLOSED #23/24-0005 Furniture: Systems and Stand Alone**".

1.1 Delivery Address

San Bernardino Superintendent of Schools
Front Desk Receptionist
760 East Brier Drive
San Bernardino, CA 92408

1.2 Bid Opening

VENDORS must submit all required documents prior to the deadline. Bids received after the deadline will be deemed non-responsive as not meeting with statutory requirements. Bids are due to the Front Desk Receptionist at **2:00 p.m.** on **Wednesday, June 21, 2023**. Bids will be **opened and read at 2:15 p.m. via Zoom**. Please email amber.arias@sbcss.net if you are interested in receiving an invitation and call in information for the virtual bid opening.

1.3 Erasures

Erasures and "whiteouts" are not permitted. Mistakes may be crossed out. Corrections will be noted in the margin and initialed in ink by the person signing the bid. Bids cannot be withdrawn or corrected after being opened. **SUPERINTENDENT** will not be responsible for errors or omissions on the part of **VENDORS** in making up their bids.

1.4 Withdrawal of Bids

Any **VENDOR** may withdraw their bid, by written request any time prior to the scheduled opening date and time. All bids received shall become the property of **SUPERINTENDENT**.

1.5 Bid Preparation Cost

Costs for preparing bid response and any other related material is the responsibility of the **VENDOR** and shall not be chargeable in any manner to **SUPERINTENDENT**.

1.6 Questions Regarding Bid

Questions should be reduced to writing and e-mailed to Amber Arias, Procurement Services at amber.arias@sbcss.net or (909) 386-9508.

1.7 Bid Content – All bids submitted shall include:

- Signature Page/Bid Form
- Non-Collusion Declaration
- Workers Compensation Certification
- Drug Free Workplace Certification
- Resellers Permit and/or manufacturer authorization letter

2.0 INTERPRETATION OF DOCUMENTS

Any interpretation or correction of the bid documents will be made only by addendum duly issued and a copy of such addendum will be delivered to each person receiving a set of the bid documents. No person is authorized to make any oral interpretation of any provision in the bid documents to any **VENDOR** and no **VENDOR** is authorized to rely on any such unauthorized oral interpretation.

Changes in, or additions to, the bid form, recapitulations of work bid upon, alternative proposals or any other modification of the bid form which is not specifically called for in the bid documents may result in **SUPERINTENDENT'S** rejection of the bids as not being responsive. No oral or telephonic modification of any bid submitted will be considered.

3.0 AWARD

SUPERINTENDENT 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, if made by **SUPERINTENDENT** may be to more than one **VENDOR** who meets all requested criteria, based on the needs of the **SUPERINTENDENT**.

4.0 VENDORS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make, file or be interested in more than one bid for the same project unless alternate bids are specifically called for.

5.0 LENGTH OF CONTRACT

Length of contract shall be for a period of one (1) year with an option for up to two (2) additional one-year renewals in accordance with provisions contained in Education Code Section 17596.

6.0 PRICES

6.1 Prices shall remain firm for the entire term of the contract.

6.2 Bid is structured as a percentage off current manufacturer's list price with items to be ordered on an as needed basis.

6.3 Bid prices are to include shipping, F.O.B. San Bernardino County Superintendent of Schools, except when District's shipping destination is a radius of 100 or more miles from Bidder's distributing warehouse. Awarded **VENDOR** shall deliver and install all office furniture, classroom furniture, accessories, and sundries at no charge to the **SUPERINTENDENT**. Any additional installation charges (ie., stair carry, wall attachment, in-ground bench placement) must be disclosed in writing and approved at the time of purchase. No additional delivery or installation charges will be paid for by the **SUPERINTENDENT**.

7.0 TAXES

If under federal excise tax law, any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, **SUPERINTENDENT** upon request will execute a certificate of exemption which will certify that **SUPERINTENDENT** is a political subdivision of the state for the purposes of such exemption and that the sale is for the exclusive use of **SUPERINTENDENT**. No excise tax for such materials shall be included in any bid price. California State Sales Tax should not be included in the **VENDOR'S** quotation. Public school districts are exempt from Federal Excise Tax.

8.0 INVOICES AND PAYMENTS

Invoices shall be submitted under the same firm name as shown on the purchase order. Invoice format shall be approved by **SUPERINTENDENT'S** authorized representative. **SUPERINTENDENT** shall make payment for materials, supplies or equipment furnished under the purchase order within a reasonable and proper time after acceptance.

9.0 DELIVERY

Destination will be designated within the boundaries of the San Bernardino County Superintendent of Schools. Actual delivery dates should be coordinated with the **SUPERINTENDENT**. All shipments shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips,

invoices, and packages. There shall be no minimum quantities required in order for the **SUPERINTENDENT** to place orders as needed. **Bid all items F.O.B., San Bernardino County Superintendent of School.** Destination will be designated within the boundaries of the San Bernardino County **SUPERINTENDENT** of Schools.

The right is reserved to reject and return at the risk and expense of the **VENDOR** such portions of any shipment which may be defective or fail to comply with specifications without invalidating the remainder of the order.

10.0 BRAND NAMES

This bid is a percentage off **VENDOR's** catalog pricing. **VENDOR** will provide a list of manufacturers and/or manufacturer's products, with a percentage discount off of their current catalog pricing.

11.0 SAMPLES

Samples, when requested, must be furnished at no expense or obligation to **SUPERINTENDENT**. Samples should be plainly marked with **VENDOR** name, item number and description. The return of samples (if not destroyed in testing) shall be arranged by the **VENDOR** at no cost to **SUPERINTENDENT**.

In addition, any and all product tests performed by **SUPERINTENDENT** are, and will be, considered sufficient to meet the terms of this section.

12.0 RESOURCE CONSERVATION

SUPERINTENDENT is fully committed to providing a safe and healthy school or work environment for students, families and staff. **SUPERINTENDENT** will promote the conservation of resources through "Green Practices" and take a proactive and preventative approach in the areas of purchasing, new construction, maintenance and operations. A form for this purpose will be provided to the awarded **VENDOR(s)**.

13.0 QUANTITIES

SUPERINTENDENT does not guarantee quantities.

14.0 SAFETY REQUIREMENTS

All items proposed in response to this bid must conform with the Safety Order of the State of California, Division of Industrial Safety and CAL-OSHA regulations in effect at the time of bid. **VENDORs** receiving awards of items subject to Chapter 4 (Industrial Safety Orders) California Administrative Code, Title 8, Division of Industrial Relations, must submit to the Procurement Office of **SUPERINTENDENT**, Material Safety Data Sheets (MSDS) for those items, when requested.

15.0 HOLD HARMLESS

VENDOR agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless **SUPERINTENDENT**, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any act or omission or the condition of any property owned or controlled by the **VENDOR** in the

performance of this contract. It is understood that employees of the **VENDOR** in its performance under this contract are not agents or employees of **SUPERINTENDENT**.

16.0 DEFAULT BY VENDOR

If the successful **VENDOR** fails or neglects to furnish and/or deliver the supplies at the prices quoted, or at the times and places agreed upon, or otherwise fails to comply with the terms, conditions and specifications of this bid document in its entirety, **SUPERINTENDENT** reserves the right to cancel existing orders of any items affected by such default; and procure the supplies from other sources and deduct from any unpaid balance due to the successful **VENDOR** or collect against his sureties. The price paid shall be considered the prevailing market price at the time such purchase is made.

17.0 ASSIGNMENT

VENDOR shall not assign this contract or any part thereof without prior written consent of **SUPERINTENDENT**. Any assignment of money to become due under this contract shall be subject to a prior lien for services rendered or materials supplied for performance of work called for under said contract by all persons, firms or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Code of Civil Procedure and the Government Code.

18.0 NOTICE OF TERMINATION

SUPERINTENDENT shall have the right, upon ten (10) days prior written notice to **VENDOR**, to terminate this Agreement at any time and without cause prior to complete delivery. Such termination shall be without any obligation or liability to **VENDOR** other than payment of outstanding invoices for products delivered prior to notice of termination.

Any notice from one party to the other under the contract shall be in writing and shall be dated and signed by party giving such notice or by duly authorized representative of such party and sent certified mail.

19.0 CLAIMS/DISPUTES

Claims, disputes, or other matters in question between the parties to the contract or breach thereof shall be subject to mediation under the auspices of a recognized, neutral third party professional mediation service, or other mediation method acceptable to both parties, prior to undertaking any legal action. The cost of the mediation services shall be borne equally by the parties.

20.0 OTHER AGENCIES: PIGGYBACK CLAUSE

Other public entities in the State of California may procure items off this bid under the same terms and conditions stated in the bid, pursuant to Public Contract Code Section 20118 and 20651 to 20659. Said public entities shall process their purchase orders and warrants directly to the successful **VENDOR** upon agreement by the public entity and the **VENDOR**.

21.0 SEVERABILITY

If any provision of the Agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way effect the validity or enforceability of the remaining provisions of this Agreement, which shall remain valid and enforceable according to its term.

22.0 GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with the laws of the State of California.

23.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

24.0 AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

25.0 ENTIRE AGREEMENT

This Agreement contains all of the understandings between the parties with respect to the subject matter. Any prior agreements, representations, statements, negotiations or undertakings whether oral or written are superseded hereby. Nothing modifying the terms and conditions will be binding unless made in writing and agreed to by both parties.

26.0 EFFECT OF WAIVER

No term or provision shall be waived, and no breach excused, unless consent is in writing and signed by both parties. Any consent to waive or excuse shall not constitute consent or waiver of any other subsequent breach.

27.0 COVENANT AGAINST GRATUITIES

VENDOR warrants by signing hereon that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the **VENDOR** or any agent or representative of the **VENDOR**, to any officer or employee of **SUPERINTENDENT** with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, **SUPERINTENDENT** shall have the right to terminate the contract, either in whole or in part. Any loss or damage sustained by **SUPERINTENDENT** in procuring on the open market any items which **VENDOR** agreed to supply shall be borne and paid for by the **VENDOR**. The rights and remedies of **SUPERINTENDENT** provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

28.0 PROTEST

VENDORS may protest the recommended award, provided the protest is in writing, contains the bid number and is delivered to the address listed for submission of bid documents, and submitted within five (5) calendar days of the date on which the bid was opened.

Grounds for a protest is that **SUPERINTENDENT** failed to follow the selection procedures and adhere to requirements specified in the RFB or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq.; or violation of any State or Federal law. Protests will not be accepted on any other grounds. All protests will be handled by a panel comprised of **SUPERINTENDENT** staff.

SUPERINTENDENT will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting **VENDOR** within seven (7) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

29.0 NON-COLLUSION

Any efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful. Public Contract Code 7106 requires all **VENDORS** to submit a non-collusion declaration. A form for this purpose is furnished with the bid documents.

30.0 PERFORMANCE BOND

Performance Bond may be required to be maintained during the life of the contract at the level to be determined by **SUPERINTENDENT**. A form for this purpose is furnished with the bid documents.

31.0 FINGERPRINTING REQUIREMENTS

This bid is subject to the provisions of Education Code Section 45125.1 and 45122.1. **VENDORS'** employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any 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 667.5c) and 1192.7c), 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. **SUPERINTENDENT** may request the removal of an employee from a site at any time. Failure to comply with this provision may result in termination of the contract. Acknowledgment of the fingerprinting requirements is included in the bid documents as Certification Page 14.

32.0 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

VENDOR shall take out and maintain during the life of the contract such public liability and property damage insurance as shall protect him and **SUPERINTENDENT** from all claims for property damage arising from operations under the contract.

All policies shall contain additional endorsements naming the **SUPERINTENDENT** and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder.

33.0 WARRANTY/QUALITY

VENDOR shall guarantee the product or service performed against all defects or failures of materials and workmanship for a minimum period of one (1) year from the actual delivery date.

34.0 PREVAILING WAGES

The assembly and delivery required in this bid will NOT generally require the payment of prevailing wage. If the **VENDOR** or **SUPERINTENDENT** determines that a service falls within the labor code section 1773 or SB 854, Prevailing wage labor may be deemed necessary. When prevailing wage labor is needed, a separate quote for said labor will be provided by the **VENDOR** at that time.

35.0 MANUFACTURER AUTHORIZED RESELLER DISTRIBUTOR

VENDORs must be either manufacturers or factory authorized resellers/distributors for brands they are bidding and must be able to show proof of information (submit with bid). The manufacturer's letter(s) shall indicate authorization to market, sell, distribute, warrant, or supply any product or service offered by the manufacturer through the **VENDOR** named in the bidding documents. If **VENDOR** is not an authorized dealer and is not in good financial standing, the line and/or catalog discount will not be awarded to the dealer and will result to the next lowest bidder whom is authorized to represent the specific manufacturer. The **SUPERINTENDENT** reserves the right to disqualify the entire bid of the dealer if they misrepresent pricing or falsely claim to be an authorized dealer.

36.0 UNFORESEEN CONDITIONS STORAGE

After an order is placed, an unforeseen circumstance could occur where the location for delivery is not clean, safe, or properly prepared to receive delivery (construction delays, force majeure, etc.). **SUPERINTENDENT** asks for the option to store the order in **VENDORs** bonded, insured warehouse facility no longer than 60 days.

37.0 REFUSE/DUNNAGE REMOVAL

No additional charges will be allowed for refuse/dunnage removal during delivery. **VENDOR** will be responsible for removing cardboard, packing materials, pallets, etc. offsite at no additional cost to **SUPERINTENDENT**.

SIGNATURE PAGE/BID FORM

(Please type or print)

The undersigned having carefully examined the Notice Calling for Bids, the Specifications, and all contract documents for the proposed furniture: new or refurbished, systems, stand-alone and classroom furniture bid the following:

ADDENDA: The undersigned has thoroughly examined any and all Addenda issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (**VENDOR** to list all addenda).

Addendum No. ____	Date Received _____	Addendum No. ____	Date Received _____
Addendum No. ____	Date Received _____	Addendum No. ____	Date Received _____

BID AMOUNT: Please provide percentage discount and name of manufacturer below.

_____ % off _____ manufacturer's list price
 _____ % off _____ manufacturer's list price
 _____ % off _____ manufacturer's list price
 _____ % off _____ manufacturer's list price
 _____ % off _____ manufacturer's list price
 _____ % off _____ manufacturer's list price

_____ * labor and installation fees
 _____ * Stair carry fees
 _____ * shipping costs (if over 100 miles from
 distribution _____ warehouse)
 YES _____ NO _____ * Unforeseen Conditions storage per 36.0

*** Required information – even if the answer is Zero (0), bidder must fill out all lines marked with an asterisk**

IF VENDOR CARRIES MORE LINES, PLEASE INDICATE MANUFACTURER NAME AND PERCENTAGE OFF THEIR PRODUCT AND ATTACH TO BID FORM.

COMPANY INFORMATION

Company Name: _____

Authorized Representative: _____
(Please type or print)

Company Address: _____

Telephone Number: (____) _____ Fax Number (____) _____

E-mail Address: _____

Authorized Representative's Signature: _____

NON-COLLUSION DECLARATION
(To Be Submitted with Bid)

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 **VENDOR** has not directly or indirectly induced or solicited any other **VENDOR** to put in a false or sham bid. The **VENDOR** has not directly or indirectly colluded, conspired, connived or agreed with any **VENDOR** or anyone else to put in a sham bid, or to refrain from bidding. 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**. All statements contained in the bid are true. 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, 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 **VENDOR** 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 **VENDOR**.

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:

_____, at _____, _____ (date)
(city) (state)

X _____

WORKERS' COMPENSATION CERTIFICATION

(To Be Submitted with Bid)

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 the 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 provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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 the work of this contract.

Date: _____

VENDOR

By: _____

Signature

(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.)

CERTIFICATE REGARDING DRUG-FREE WORKPLACE
(To Be Submitted with Bid)

This Drug-Free Workplace Certification form is required from all successful **VENDORS** pursuant to the requirements mandated by Government Code Section 8350 et seq., 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 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 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 (1) 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 publish a statement notifying employees concerning (a) the prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring 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 agrees to abide by the terms of that statement.

I also understand that if the SUPERINTENDENT 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.

Date:

Signature, Vendor

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the San Bernardino County SUPERINTENDENT of Schools identified as "SUPERINTENDENT", has given to _____ hereinafter designated as the "Principal", a Notice of Intent to Award Contract for the work described as follows:

**FURNITURE: SYSTEMS AND STAND ALONE
BID NO. 23/24-0005**

WHEREAS, said Principal is required under the terms of said Notice to furnish a Bond for the faithful performance of such Notice.

NOW THEREFORE, we, the Principal and _____ as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California at _____, are held and

firmly bound unto the SUPERINTENDENT, in the sum of _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and will and truly keep and perform, the covenants, conditions and agreements as defined in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the times and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the SUPERINTENDENT, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after the acceptance of the Work by SUPERINTENDENT, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the SUPERINTENDENT from loss or damage made evident during the period of one (1) year from the date of acceptance of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, nothing in this paragraph shall limit the obligation of the surety and the obligation of the Surety shall continue so long as any obligation of Principal remains.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

In the event suit is brought upon this bond by the SUPERINTENDENT and judgment is recovered, the Surety shall pay all costs incurred by the SUPERINTENDENT in such suit, including a reasonable attorneys' fee to be fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 2020.

(Corporate Seal) PRINCIPAL _____
BY _____
TYPED/PRINTED NAME _____

(Corporate Seal) TITLE _____
SURETY _____
BY _____

(Attach Attorney-in Fact Certificate)
TYPED/PRINTED NAME _____
TITLE _____

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:
(Name of Contractor)

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

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

OR

- Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
- 1) The installation of a physical barrier at the worksite to limit contact with pupils.
- 2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

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

Date _____

Name of Contractor

Signature

Attachment A

Frequently Asked Questions (FAQ)

Q1. Section 6.3 states that the “Awarded vendor shall deliver and install all office furniture, classroom furniture, accessories, and sundries at no charge to the superintendent.” There is also a line for “Labor and Installation fees” on the Signature Page/Bid Form. Can you please clarify the purpose of the “Labor and Installation fees”?

A. **SUPERINTENDENT** may opt to purchase additional items from **VENDOR** that are not included in the awarded group of manufacturer’s products.

Also, Section 6.3 states “Bid prices are to include shipping, F.O.B. San Bernardino County Superintendent of Schools, except when District’s shipping destination is a radius of 100 or more miles from Bidder’s distributing warehouse. Awarded **VENDOR** shall deliver and install all office furniture, classroom furniture, accessories, and sundries at no charge to the **SUPERINTENDENT**. Any additional installation charges (i.e., stair carry, wall attachment, in-ground bench placement) must be disclosed in writing and approved at the time of purchase. No additional delivery or installation charges will be paid for by the **SUPERINTENDENT**.”

Please notate on the bid form if there are any conditions where **VENDOR** may charge “Labor and Installation Fees”, and what those fees might entail (hourly rate, flat fee based on thresholds of dollar amount purchased, etc.).

Q2. Section 34 states that when prevailing wage is required, a separate quote for the prevailing wage labor will be provided by the vendor at that time.

- Does this mean prevailing wage labor is considered separate from the “labor and installation fees” line on the Bid Signature Page?
- Will vendors be allowed to provide a quote for prevailing wage labor for each separate prevailing wage job at the time of the order? If so, should we note on the Signature Page/Bid Form that all prevailing wage labor will be quoted and provided to the purchaser at the time of purchase?

A. The “labor and installation fees” line on the Bid Signature Page refers to any additional labor charges for delivery as described in Question 1.

SUPERINTENDENT may purchase modular or cubicle furniture that would fall under prevailing wage labor requirements described in labor code sections 1773 or SB 854. In this circumstance, a quote will be requested of the **VENDOR** for prevailing wage labor, as described in Section **34.0 PREVAILING WAGES**. It is not necessary to note on the Signature Page/Bid Form that prevailing wage labor will be quoted/provided at time of purchase.

Q3. Will a Vendor’s answer to Section 36: Unforeseen Conditions Storage impact whether or not the manufacturer/bid is awarded to the vendor?

A. No

Q4. Please confirm if this is only a catalog bid or a catalog and line item bid.

A. This is only a catalog bid, with costs based on a percentage off current catalog pricing.

Q5. Is a Manufacturer able to submit a proposal and assign Authorized Resellers that would be able to Receive, Deliver and Invoice Purchase orders on our behalf? Currently we have several of our Resellers working with the San Bernardino County Superintendent of Schools and would like them all to be able to continue to offer their services.

A. This bid is for authorized **VENDORs** to provide pricing based on a percentage of the manufacturer’s list or catalog price. We would ask your resellers to provide a response to Bid 23/24-0005.