



June 27, 2023

Sierra School Equipment Company
ATTN: Patrick M. McDermott
3003 Citation Way
Bakersfield, CA 93308

**NOTICE OF AWARD
BID 23/24-0005
FURNITURE: SYSTEM AND STAND ALONE**


Dear Patrick M. McDermott,

Thank you for your participation in the San Bernardino County Superintendent of Schools bid process. **Sierra School Equipment Company** is one of the successful bidders for BID#23/24-0005 Furniture: Systems and Stand Alone and is hereby awarded on July 1, 2023, and will expire on June 30, 2024, and may be extended for up to two (2) additional one-year renewal by mutual written consent of both parties.

A purchase order will be issued as needed for purchases throughout the term of the agreement.

Please sign below for acceptance of the term as well as complete and sign Attachment A. A fully executed contract will be returned to you for your records upon acceptance of both parties.


Signature _____ 7/3/23
Date


Signature _____ 06/30/2023
Date

CFO _____
Title

Kevin Garcia, Program Manager
Procurement & Warehouse Services

Michael G. McDermott
Sierra School Equipment Company

Attachment A

Education Department of General Administration Regulation (EDGAR)

Federal Funding Contract Compliance Form

The following provisions are required and apply when federal funds are expended by San Bernardino County Superintendent of Schools for any contract resulting from this procurement process. San Bernardino County Superintendent of Schools is the sub grantee or sub recipient by definition.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

BREACH OF CONTRACT BY EITHER PARTIES

- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.

Pursuant to Federal Rules (A) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the Superintendent reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES  Initials of Authorized Representative of Vendor

TERMINATION FOR CAUSE OR FOR CONVENIENCE

- (B) Termination for cause or for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rules (B) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the Superintendent reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendors fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. San Bernardino County Superintendent of Schools also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if San Bernardino County Superintendent of Schools believes, in its sole discretion that it is in the best interest of San Bernardino County Superintendent of Schools to do so. The vendor will be compensated for work performed and accepted and goods accepted by San Bernardino County Superintendent of Schools as of the termination date if the contract is terminated for convenience of San Bernardino County Superintendent of Schools. Any award under this procurement process is not exclusive and San Bernardino County Superintendent of Schools reserves the right to purchase goods and services from other vendors when it is in the best interest San Bernardino County Superintendent of Schools.

Does vendor agree? YES  Initials of Authorized Representative of Vendor

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT

- (C) **Rights to Inventions Made Under a Contract Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement, “; the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (C) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the vendor certifies that during the term of an award for all contracts by San Bernardino County Superintendent of Schools resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does vendor agree? YES JMP Initials of Authorized Representative of Vendor

CLEAN AIR ACT (42 U.S.C.7401-7671q.)

- (D) **Clean Air Act (42 U.S.C. 7401-7671q.)** and the **Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**, as amended – Contracts and sub grants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (D) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the vendor certifies that during the term of an award for all contracts by San Bernardino County Superintendent of Schools resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (D) above.

Does vendor agree? YES JMP Initials of Authorized Representative of Vendor

DEBARMENT AND SUSPENSION

- (E) **Debarment and Suspension (Executive Orders 12549 and 12689)** – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the system for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), “Debarment and Suspension”. SAM exclusions contain the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (E) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the vendor certifies that during the term of an award for all contracts by San Bernardino County Superintendent of Schools resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES J. Allen Initials of Authorized Representative of Vendor

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

(F) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certified to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (F) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the vendor certifies that during the term and after the awarded term of an award for all contracts by San Bernardino County Superintendent of Schools resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- a. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds to all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does vendor agree? YES J. Allen Initials of Authorized Representative of Vendor

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR
WITH FEDERAL FUNDS – 2 CFR § 200.333**

When federal funds are expended by San Bernardino County Superintendent of Schools for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after

grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES MS Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by San Bernardino County Superintendent of Schools for any contract resulting from this procurement process, the vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES MS Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES MS Initials of Authorized Representative of Vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES MS Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Company Name: Sierra School Equipment Company
Address: PO Box 80667
City: Bakersfield State: CA Zip: 93380-0667
Phone Number: (661) 399-2993 Fax #: 661-399-0218
Email Address: mikemcdermott@ssecinc.com
Printed Name of Authorized Representative: Michael G. McDermott
Signature of Authorized Representative: [Signature] Date: 06/30/2023

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. <u>1</u>	Date Received <u>6/14/23</u>	Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____	Addendum No. _____	Date Received _____

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

- See Attached % off See Attached manufacturer's list price
- See Attached % off See Attached manufacturer's list price
- See Attached % off See Attached manufacturer's list price
- See Attached % off See Attached manufacturer's list price
- See Attached % off See Attached manufacturer's list price
- See Attached % off See Attached manufacturer's list price

Standard labor rates included. Per Section 34 of Bid 23/24-0005 prevailing wage labor will be quoted as needed at the time of the order based on the scope of work * labor and installation fees

Provided by Quote Only * Stair carry fees

N/A * shipping costs (if over 100 miles from distribution warehouse)

YES _____ NO x * 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

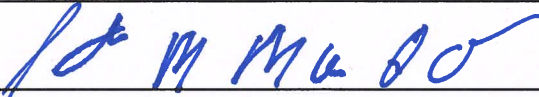
Company Name: Sierra School Equipment Company

Authorized Representative: Patrick M. McDermott
(Please type or print)

Company Address: 3003 Citation Way

Telephone Number: (661) 399-2993 Fax Number (661) 399-0218

E-mail Address: sales@ssecinc.com

Authorized Representative's Signature: 



3003 Citation Way, Bakersfield, CA 93308
 P.O. Box 80667 Bakersfield, CA 93380-0667
 ☎ 661-399-2993 | 📠 661-399-0218
 www.ssecinc.com

Bid #23/24-0005 Furniture: Systems and Stand Alone

Vendors	Discount Off List
Academia*	53%
Alumni*	50%
Arcadia*	37%
Berco*	32%
Berco - Oasis	17%
Biofit - Tables*	30%
Biofit - Chairs*	30%
Brodart - Contract Furniture	32%
Diversified Woodcrafts*	32%
Encore*	38%
Fleetwood*	10%
Fomcore*	30%
Haskell*	36%
Hon*	38%
Indiana Furniture*	35%
Interior Concepts*	25%
Irwin	List +5%
KI*	30%
Leisure Craft*	List +27%
List Industries	List +5%
Logiflex*	30%
Mien - Under \$5,000 List	8%
Mien - Equal to or Over \$5,000 List*	25%
Mitchell	12%
NPS*	37%
Office Master*	42%
Palmer Hamilton*	20%
Palmer Hamilton - Wall Pocket Tables, PhabLab, Outdoor	10%
Sico - 3n1, TC65, Pacer Table*	30%
Sico - Enriched Dining (excl. Graphics), Graduate, Communicator, LB Banquet, Pacer II, FLT, Linenless FLT*	29%
Sico - BY 65, Socializer, Dancefloors*	23%
Sico - Stages, Riser, & Accessories, MultiApp, MultiApp IIS, Table Caddies*	20%
SBI*	10%
Sit-On-It*	45%
Smith Systems*	5%
Superior Recreation*	List +30%
Tenjam*	35%
UltraSite*	List +25%
Wisconsin Bench*	42%

Note: *Large quantity/volume orders may qualify for additional discounts, beyond this listed discount. At dealer discretion

NON-COLLUSION DECLARATION
(To Be Submitted with Bid)

The undersigned declares:

I am the Director of Sierra School Equipment Company, 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:

June 19, 2023, at Bakersfield, CA. (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: 6/19/23

VENDOR Sierra School Equipment Company

By: Patrick M. McDermott



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.

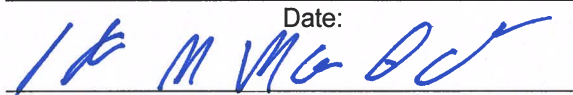
I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that 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.

6/19/23

Date:


Signature, Vendor



6/8/2023

Letter of Authorization

To: San Bernardino County of Superintendent of Schools – Bid # 23/24-0005

Re: Sierra School Equipment Company (SSEC)

Sierra School Equipment Company is a premier dealer and is authorized to sell Academia Furniture. They are in good standing.

Sincerely,

Ben Ptalis
VP of Business Development
Academia Furniture Industries



June 8, 2023

**Sierra School Equipment Co.
3003 Citation Way
Bakersfield, CA 93308
Attn: Patrick McDermott, Finance Director**

RE: Dealer Authorization – San Bernardino County Superintendent of Schools Bid – Bid #23/24-0005 -Furniture Systems and Standalone Furniture

To Whom It May Concern:

This letter is to certify that Sierra School Equipment Co. is an Authorized Dealer in Good Standing with Alumni Classroom Furniture Inc. and is, thereby authorized to submit a proposal, market, sell, distribute, and supply our entire product line for the above referenced bid/contract.

As an authorized dealer of our products, Sierra School Equipment Co. is also authorized to provide installation services, warranty service work and/or maintenance services for Alumni Classroom Furniture Inc. products.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Joseph Campos". The signature is written in a cursive, flowing style.

Joseph Campos
Relationship Support Manager
Alumni Classroom Furniture Inc.
Email: contracts@alumni.com
Tel: 1-(833)-939-9300 ext. 509

June 9, 2023

Sierra School Equipment Company
1911 Mineral Court
Bakersfield, CA 93308

Re: Dealer Authorization / San Bernardino County Superintendent of Schools Bid #23/24-0005

To Whom It May Concern:

This letter confirms that Sierra School Equipment Company is an **AUTHORIZED DEALER** in good standing and authorized to sell and market all products within Arcadia's & Encore's offerings.

Should you require any additional information, please feel free to contact me.

Sincerely,

Kimberlee Pichler - Girard

Kimberlee Pichler-Girard
Director of Corporate Operations
kimp@arcadiacontract.com
714-562-8200 ext. 276



June 21, 2023

To whom it may concern:

Please be advised that Sierra School Equipment Company is a Berco dealer in good standing and is authorized to provide sales and service of Berco products.

Please let us know if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Denise Cason".

Denise Cason
Customer Service Manager
dcason@bercotables.com



Jay L. Krause
National Contracts Manager

15500 Biofit Way
Bowling Green, OH 43402

June 16, 2023

San Bernardino County Superintendent Of Schools
760 E Brier Dr, San Bernardino, CA 92408

RE: Letter of Authorization / RFP - Contract #23/24-0005 Furniture Systems and
Standalone Furniture

Sierra School Equipment Co.

Dear Procurement Professional:

Please be advised that the aforementioned dealer is in "Good Standing" with our firm. This being the case, I support their application for the contract listed above, and do hereby grant them permission to add their company as an authorized agent (to include: sales, service, warranty, installation, etc.) on our behalf.

If you have any questions, or if I can be of further assistance in any other capacity, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in black ink that reads "Jay L. Krause". The signature is fluid and cursive, written over a horizontal line.

Jay L. Krause



Brodart Co.
500 Arch Street, Williamsport, PA 17701
P: 800•233•8467 F: 570•651•1639
www.brodart.com

June 14, 2023

Re: Manufacturer's Authorization
San Bernardino County Superintendent of Schools
Bid #23/24-0005 for Furniture Systems and Standalone Furniture.

To Whom It May Concern:

The purpose of this letter is that Brodart Contract Furniture hereby authorizes Sierra School Equipment Company as an approved distributor/dealer to sell the product line in its entirety for Bid #23/24-0005 for Furniture Systems and Standalone Furniture.

Sierra School Equipment Company does not have any restrictions on sales; they are able to service all markets within their outlined territory.

Respectfully,

A rectangular area containing a handwritten signature in black ink, which appears to read "M. Zingaro".

Michael A. Zingaro
Contract Furniture Division
Brodart Company

Michael.Zingaro@Brodart.Com
800-233-8467 x 4769

Books & Library Services

500 Arch St., Williamsport, PA 17701
P: 800•233•8467
www.brodartbooks.com

Contract Furniture

280 North Rd., McElhattan, PA 17748
P: 888•521•1884
www.brodartfurniture.com

Supplies & Furnishings

500 Arch St., Williamsport, PA 17701
P: 888•820•4377
www.shopbrodart.com



June 14, 2023

San Bernardino City Superintendent of Schools
BID #23/24-0005
RE: Letter of Authorization for **Sierra School Equipment**

To Whom It May Concern:

Sierra School Equipment is an authorized dealer in good standing for Diversified Spaces and, thereby authorized to market, sell, distribute, warranty and supply our products on the above referenced bid/contract for all 50 States.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Sarah Hanson". The signature is written in a cursive style with a large initial "S".

Sarah Hanson
Contract Administration



June 9, 2023

RE: San Bernardino County Superintendent of Schools Bid #23/24-0005 for Furniture Systems and Standalone Furniture

To Whom it May Concern:

Please be advised that Sierra School Equipment Company is a Fleetwood Furniture dealer in good standing and is authorized to bid and sell Fleetwood Furniture products. Our dealer network will provide delivery and installation services according to Fleetwood's standard terms.

Fleetwood dealers are required to represent our warranty in the market and service needs after the product sale. We are proud of our 68 years of partnering with local dealerships.

If you have any questions, please do not hesitate to contact me directly.

Drew Ericks

Drew Ericks
Contract Manager
Fleetwood Furniture
drewe@fleetwoodfurniture.com
616-820-8270



1770 East Keating Avenue
Muskegon, MI 49442
231.366.4791

Jay L. Krause, National Contracts Manager
Tina M. Rader, Contracts Manager

June 9, 2023

San Bernardino City Unified School District
777 North "F" Street
San Bernardino, CA 92410

RE: Letter of Authorization / RFP - Contract #23/24-0005

Sierra School Equipment Co.

Dear Procurement Professional:

Please be advised that the aforementioned dealer is in "Good Standing" with our firm. This being the case, I support their application for the contract listed above, and do hereby grant them permission to add their company as an authorized agent (to include: sales, service, warranty, installation, etc.) on our behalf.

If you have any questions, or if I can be of further assistance in any other capacity, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in blue ink that reads "Jay L. Krause".

Jay L. Krause



June 8, 2023

San Bernardino County Superintendent of Schools

RE: San Bernardino County Superintendent of Schools Bid# 23/24-0005

This letter shall serve as confirmation that Sierra School Equipment is an authorized dealer for Haskell Education products on Bid No. 23/24-0005.

Sierra School Equipment, as our dealer is authorized to provide installation service, warranty service work and/or maintenance service work.

Sierra School Equipment is a dealer for our entire product line and not restricted in any way.

Haskell Education agrees to assume or assign to another distributor the obligations contained in Bid No. 23/24-0005 in the case that Sierra School Equipment is no longer able to meet the contract requirements.

Sincerely,

A handwritten signature in black ink that reads 'Cristel Hutchinson'.

Cristel Hutchinson
Vice President, Sales

/tpk



Make your space work.

June 7, 2023

RE: San Bernadino County Superintendent of Schools
Furniture and Stand Alone, Bid No. 23/24-005

This letter certifies that Sierra School Equipment Co. is a fully authorized dealer for The HON Company with access to the full line of product, manufactured by The HON Company. Sierra School Equipment Co. is authorized to sell, install and service our products.

For more information about The HON Company, please visit our website at www.hon.com.

Should you have further questions or need more information, please do not hesitate to reach out me or our local representative Nik Weigand at 657-307-5767.

Sincerely,

A handwritten signature in black ink that reads "Shani A. Hart".

Sales Operations Manager
SalesOpsTeam@honcompany.com

Indiana FURNITURE

June 16, 2023

San Bernardino County Superintendent of Schools
C/O Sierra School Equipment Company
P.O. Box 80667
Bakersfield, CA 93380-0667

Letter of Authorization

To whom it may concern,

Regarding a proposal for the San Bernardino County Superintendent of Schools bid #23/24-0005 for Furniture Systems and Standalone Furniture. This is to verify Sierra School Equipment Company located at 3003 Citation Way, Bakersfield, California is an authorized dealer for Indiana Furniture Industries, Inc. in good standing. In addition, Sierra School Equipment can market, sell, install and service all products without restriction.

If there are any questions, please feel free to contact me directly at (812) 482-5727, extension 107 or via email at mike.blessinger@indianafurniture.com.

Thank you for the opportunity to be considered as a part of this contract.

Sincerely,

Indiana Furniture



Mike Blessinger
Vice President, Sales and Marketing

CC: Patrick McDermott, SSEC
Phillip McDermott, SSEC

1224 Mill Street
PO Box 270
Jasper, Indiana 47546-0270
800.422.5727
www.IndianaFurniture.com



June 13, 2023

RE: Letter of Authorization for
Sierra School Equipment Co.
San Bernadino County Superintendent of Schools Bid #23/24-0005 (Furniture Systems and
Standalone Furniture)

To Whom It May Concern:

Sierra School Equipment Co. is an authorized dealer in good standing for Interior Concepts Corporation and, thereby authorized to provide our supplies and materials as required on the above referenced bid and resulting contract.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Laurel Davis', written in a cursive style.

Laurel Davis
Chief Legal Officer



Dedicating ourselves to customer satisfaction, employee well-being, and profitable growth.

June 15, 2023

To Whom It May Concern:

The purpose of this letter is to certify that Sierra School Equipment Company of Bakersfield, California is the authorized distributor and installer of Irwin Seating Company products for the state of California. Further, Sierra School Equipment Company is the only authorized distributor of Irwin Seating Company fixed seating products for education market customers in San Bernardino County.

Sierra School Equipment has been an Irwin Seating Company distributor for over 30 years and has successfully completed hundreds of significant projects. We have complete confidence in Sierra School Equipment's ability to professionally represent Irwin Seating Company products.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Spence Benedict".

Spence Benedict
Director of Sales
Irwin Seating Company

Spence Benedict, Director of Sales

Postal Address: PO Box 2429 • Grand Rapids, Michigan 49501-2429, USA

Shipping Address: 3251 Fruit Ridge NW • Grand Rapids, Michigan 49544, USA

Direct Phone: (616) 574-7341 • **Mobile:** (616) 291-2550 • spence.benedict@irwinseating.com

An EEOC/AA Employer



June 19, 2023

RE: KI Approved Authorized Dealer

To whom it may concern,

Sierra School Equipment is an authorized dealer with Krueger International, Inc. (KI)

Sierra School Equipment is authorized to purchase and sell all KI Products.

All KI warranties are applicable for sales through this dealer as defined in KI's warranty statement.

Respectfully,

Lee Amundson

Lee Amundson
Senior Project Coordinator
KI Bid /Quote Department
800-454-9796 ext. 2564
lee.amundson@ki.com



www.leisurecraft.com
sales@leisurecraft.com
800.633.8241

■ P.O. Box 1190
■ Hendersonville, NC 28793
■ 828.693.8241

June 8, 2023

Sierra School Equipment Co.
1911 Mineral Ct, Bakersfield, CA 93308
P.O. Box 80667, Bakersfield, CA 93380-0667

RE: Letter of Authorization
San Bernardino County Superintendent of Schools Bid #23/24-0005

This letter is intended to state that Sierra School Equipment Co. is an authorized dealer of Leisure Craft Holdings, LLC.

Sierra School Equipment co. is authorized to sell products from Leisure Craft Holdings, LLC.

If I can be of further assistance, or if you have any questions, please do not hesitate to contact us.

Thank you,

A handwritten signature in black ink, appearing to read 'John Gardner'. The signature is written in a cursive style with a horizontal line through the middle.

John Gardner
President/CEO
Leisure Craft Holdings LLC



8 June 2023

Sierra School Equipment Company
1911 Mineral Court
Bakersfield, CA 93308

Attn: San Bernardino County Superintendent of Schools Bid #23/24-0005

To Whom It May Concern:

This letter is written to confirm that Sierra School Equipment Company is our exclusive distributor authorized to market, sell, and service List Industries' Superior products throughout the state of California.

Please let me know if you have any questions or concerns.

Thank you,

A handwritten signature in black ink that reads 'Braden List'. The signature is written in a cursive, flowing style.

Braden List
Regional Sales Manager
List Industries

Friday, June 16, 2023

Patrick McDermott
Sierra School Equipment Co.
3003 Citation Way
Bakersfield, CA 93308
USA

Object: Certification letter

Dear Mr McDermott,

With the present letter, we certify that company Sierra School Equipment Co. established at 3003 Citation Way, Bakersfield, CA 93308 is an authorized dealer from Logiflex mobilier de bureau.

If you require more information, please feel free to contact me. Thank you for being one of our faithful dealers.

Sincerely,



Julie Grondin
USA Accounts Receivable Agent
1 877 864-9323 x 246



2547 3 Mile Rd NW Ste F
Grand Rapids, MI 49534
(616) 818-1970
sales@miencompany.com

June 21st, 2023

San Bernardino County SUPERINTENDENT of Schools
760 East Brier Drive
San Bernardino, CA 92408

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

To Whom It May Concern:

Sierra School Equipment Co. is a authorized dealer in good standing for MiEN Company and, thereby authorized to market, sell, distribute, and supply our products for the above referenced invitation for bid/contract.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be "J. Stacy".

Jake Stacy: Vice President of Operations, MiEN Company



MITCHELL FURNITURE SYSTEMS, INC.

P.O. BOX 1156 • 1700 W. ST. PAUL AVE. • MILWAUKEE, WI 53201 • (414) 342-3111
www.mitchell-tables.com 1-800-290-5960 • FAX (414) 342-4239

San Bernardino County
Bid# 23/24-0005
Furniture Systems and Standalone Furniture

June 5th, 2023

RE: Letter of Authorization

To whom it may Concern:

This letter is to certify that Sierra School Equipment Co. is an authorized dealer in good standing and authorized to sell and market Mitchell products. Please feel free to reach out with any questions.

Thank you,

Kelly J. Marchese
Regional Sales Manager
PH. 414/930-5749
kmarchese@mitchell-tables.com



June 8, 2023

RE: San Bernardino County Superintendent of Schools Bid #23/24-0005 for Furniture Systems and Standalone Furniture

To Whom it May Concern:

Please be advised that Sierra School Equipment Company is authorized to market, sell, distribute, warrant, or supply any product or service offered by the National Public Seating without restriction.

If I can be of further assistance, please do not hesitate to contact me directly.

Respectfully,

Leo Drel

National Public Seating
Oklahoma Sound
800-261-4112 x 105



omseating

1110 South Mildred Avenue, Ontario, California 91761
TF 877-776-5678 O 909-392-5678 F 909-392-4567

June 19, 2023

From: Ed Kuo, OM Seating (Office Master, Inc.)
Re: Dealer Authorization – Sierra School Equipment Co. (CSSSE)

To Whom it may concern,

The following letter is to confirm Sierra School Equipment Co. (CSSSE) is an authorized dealer of OM Seating and in good standings.

In addition, Sierra School Equipment Co. (CSSSE) can sell OM Seating products on San Bernardino County Superintendent of Schools Bid No. 23/24-0005.

If you have any questions, please feel free to contact me directly at (909) 392-5678 or by email at gov@omseating.com.

Thank you.

Sincerely,

Ed Kuo
Operations/Government Contracts
OM Seating (Office Master, Inc.)

Cc: Josh McLeish, EpicTrends

June 8, 2023

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

Re: **Bid #23/24-0005 for Furniture Systems and Standalone Furniture**

To Whom It May Concern:

This letter is to certify that Sierra School Equipment Co. is an Authorized Dealer in Good Standing with Palmer Hamilton, LLC.

Sierra School Equipment Co. is authorized to sell our products through Bid #23/24-0005 for Furniture Systems and Standalone Furniture.

If you desire additional information, don't hesitate to contact me at 262-274-4903 at any time or visit our website at <https://palmerhamilton.com>. Thank you for your interest in our product(s).

Sincerely,



Ty Maras
Vice President of National Sales, PHDesign, PHabLAB, INVENTORCLOUD
Palmer Hamilton, LLC
TMaras@palmerhamilton.com

SBI

P.O. Box 80667 • 93380-0667
3003 CITATION WAY
BAKERSFIELD, CALIFORNIA 93308
PHONE (661) 399-2994 • FAX (661) 399-0218

June 15, 2023

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

RE: Bid # 23/24-0005 – Furniture: Systems and Standalone

To Whom It May Concern:

Sierra School Equipment Company is an Authorized SBI dealer in good financial standing and thereby authorized to market, sell, distribute, warrant, or supply any product or service provided for our full line of products on the above referenced bid and resulting contract.

Sincerely,

A handwritten signature in blue ink, appearing to read "Philip G. McDermott", with a long horizontal line extending to the right.

Philip G. McDermott



A GLOBAL COMPANY

June 8, 2023

San Bernardino County Superintendent of Schools

RE: Letter of Authorization: Sierra School Equipment Company
Superintendent of Schools Bid #23/24-0005 for Furniture Systems and Standalone Furniture

To Whom It May Concern:

Sierra School Equipment Co. is an authorized dealer in good standing for SICO America, Inc. and, thereby authorized to market, sell, distribute, warrant, and supply our products on the above referenced Bid.

Please feel free to contact me should you have any questions.

Sincerely,

Brian Flanagan
National Sales Manager – Education Division
SICO America, Inc.



June 20, 2023

San Bernardino County Superintendent of Schools
760 East Brier Drive
San Bernardino CA 92408

RE: Manufacturer Letter of Authorization for Bid # 23/24-0005 Furniture – Systems and Stand Alone

To Whom It May Concern:

Sierra School Equipment Company is an authorized dealer in good standing for Smith System Manufacturing and, thereby authorized to market, sell, distribute, and supply our entire product line for the above referenced solicitation/contract. This includes providing installation, service, warranty service work, and/or maintenance service work for said product.

Please feel free to contact me should you have any questions.

Sincerely,

Lorrie Gibbs
Contract Manager
lorries@smithsystem.com
972-398-4067

Smith System®

Exemplis[®]

SitOnIt Seating[®]
IDEON[®]

June 8, 2023

Reference: San Bernardino County Superintendent of Schools Bid No. 23/24-0005

To Whom It May Concern:

Please let this Letter serve as Exemplis LLC's notification that Sierra School Equipment is an Authorized Dealer for Exemplis LLC.

Sierra School Equipment is authorized to sell all products offered by Exemplis LLC.

Please let me know if you have any questions at all.

Best Regards,

Katya King
Contracts Specialist
Exemplis LLC
Phone: 714-995-4800
Email: kking@exemplis.com

6415 Katella Avenue
Suite 200
Cypress, CA 90630
714 995 4800
www.exemplis.com



6/8/2023

To Whom It May Concern,

The following companies have been approved and "certified" to represent Superior Recreational Products lines as Product Certified Dealers in all US Continental United States including Alaska and Hawaii:

Sierra School Equipment Company

Bakersfield Ca 93380

These items include:

- Superior Site Amenities

I hope this letter conveys the confidence that we as a manufacturer place on our valued representative in the field. Please feel free to contact me with any questions.

Kind regards,

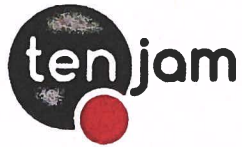
Shann McGuire

FROM THE DESK OF

Shann McGuire
*Site Amenities Brand
Manager*

678.390.1638 *o*
678.772.4772 *c*
770.832.6660 *m*
smcguire@siibrands.com

1050 Columbia Drive
Carrollton, GA 30117



June 13, 2023

San Bernardino City Unified School District
777 North "F" Street
San Bernardino, CA 92410

RE: Letter of Authorization for Sierra School Equipment Co.
Bid No. 23/24-0005

To Whom It May Concern:

Sierra School Equipment Co. is an authorized dealer in good standing for Tenjam and, thereby authorized to market, sell, distribute, warrant and supply our products and services as required on the above referenced bid and resulting contract.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Michael Collins". The signature is written in a cursive style.

Michael Collins
President

Direct: 678-777-0034

Email: mikec@tenjam.com



We Can.
DESIGN. BUILD. DELIVER.

June 8, 2023

San Bernardino County Superintendent of Schools
Bid 23/24-0005
RE: Letter of Authorization for **Sierra School Equipment**

To Whom It May Concern:

Sierra School Equipment, is an authorized dealer in good standing for WB Manufacturing and, thereby authorized to market, sell, distribute, warranty and supply our products on the above referenced bid/contract.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in black ink that reads 'Sarah Hanson'. The signature is written in a cursive, flowing style.

Sarah Hanson
Contract Administrator



**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**.

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.