



San Bernardino County  
Superintendent of Schools

Ted Alejandre  
County Superintendent

*Transforming lives through education*

**RENEWAL NOTICE**

**BID #17/18-0955  
FURNITURE: SYSTEMS AND STAND ALONE**

April 9, 2019

Culver-Newlin  
Attn: Heather Bushem  
520 E. Rincon #102  
Corona, CA 92879

Dear Ms. Bushem:

The bid award notice for providing Furniture: Systems and Stand Alone for the San Bernardino County Superintendent of Schools per Bid #17/18-0955 is due to expire as of May 31, 2019. At this time, we would like to extend the notice at the current terms and conditions through and including May 31, 2020. Unless you notify me by May 31, 2019 that you do not agree to the extension at the current times and conditions a purchase order will be issued at the time a need is determined.

If you have any questions or concerns regarding this matter, please feel free to contact me at (909) 386-9508 or [Katie.Hylton@sbcss.net](mailto:Katie.Hylton@sbcss.net).

Sincerely,

Katie M. Hylton, Program Manager  
Purchasing/Contracts/Warehouse

KMH/sn



San Bernardino County  
Superintendent of Schools

Ted Alejandre  
County Superintendent

*Transforming lives through education*

**NOTICE OF AWARD**

**BID #17/18-0955  
FURNITURE: SYSTEMS AND STAND ALONE**

April 2, 2018

Culver-Newlin  
Attn: Heather Bushern  
520 E. Rincon #102  
Corona, CA 92879

Dear Ms. Bushern:

Thank you for your participation in the San Bernardino County Superintendent of Schools bid process. I am pleased to inform you that Culver-Newlin is one of the successful bidders for providing Furniture: Systems and Stand Alone for the San Bernardino County Superintendent of Schools per Bid #17/18-0955.

A purchase order will be issued as needed for purchases throughout the term of May 1, 2018 through and including May 31, 2019.

If you have any questions or concerns regarding this matter, please feel free to contact me at (909) 386-9508.

Sincerely yours,

Terrie S. Johnson, Purchasing/Bids Supervisor  
Purchasing/Contracts

TJ/sn

Culver-Newlin CSLB #968540 C61-D34



**THE BELOW DISCOUNT REPRESENTS % SAVINGS OFF OF MANUFACTURE LIST PRICE**

9 to 5	50%	FOMCORE	40%	MOORECO	30%
ALL SEATING	30%	GHENT	30%	NPS	52.50%
AMERICAN SEATING	40%	HALE	25%	OCI/SITWELL	35%
ARCADIA	20%	HIGHPOINT	40%	OKLAHOMA SOUND	1.50%
AMNEON	40%	HON	50%	OMNI PACIFIC	35%
ARTOPEX	25%	HUMANSKALE	40%	PALADIN LIBRARY	10%
BALT	30%	INWOOD OFFICE	40%	PLATINUM VISUALS	45%
BEST RITE	30%	IZZY	25%	RIGHT ANGLE	40%
BRETFORD	30%	JASPER CHAIR	40%	SAFCO	25%
CAROLINA HOUSE	40%	JONTICRAFT	10%	SANDUSKY CABINETS	30%
CARPETS FOR KIDS	26%	KFI	40%	SCHOLARCRAFT	42%
CHROMCRAFT	40%	KI	40%	SHAIN	52%
CLARIN	25%	KIMBALL	25%	SICO	15%
COMMUNITY	49.50%	KORDEN	37%	SISNEROS	52%
COPERNICUS	20%	LA STEELCRAFT	LIST	SMITH SYSTEMS	25%
DIVERSIFIED WOODCRAFTS	35%	LAZYBOY CONTRACT	45%	SPACESTOR	15%
ECD	52%	LESRO	35%	THONET	30%
ENCORE	40%	LUXOR	15%	UNITED CHAIR	40%
FALCON	30%	MARVEL	40%	VANERUM STELTER	25%
FAUSTINOS	53%	MAYLINE	40%	VS	1.50%
FIREKING	35%	MAVERICK	50%	WEBCOAT	1.50%
FLEETWOOD	25%	MITY-LITE	20%	WORKRITE	30%

**THESE PREFERRED CULVER-NEWLIN PARTNERS OFFER LARGE QUANTITY DISCOUNTS BEYOND LIST**

**SAN BERNARDINO COUNTY SUN**

This space for filing stamp only

473 E CARNEGIE DR #200, SAN BERNARDINO, CA 92408  
Telephone (909) 889-9666 / Fax (909) 884-2536

SAN BERNARDINO SUPERINTENDENT OF  
S.B. COUNTY SUPERINTENDENT OF SCHOOLS  
1950 S. SUNWEST LANE STE 300  
SAN BERNARDINO, CA - 92408-3264

SB #: 3105960

**PROOF OF PUBLICATION**

(2015.5 C.C.P.)

State of California )  
County of SAN BERNARDINO ) ss

Notice Type: BID - NOTICE INVITING BIDS

Ad Description:

BID # 17/18-0955 Furniture: Systems and Stand Alone

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SAN BERNARDINO COUNTY SUN, a newspaper published in the English language in the city of SAN BERNARDINO, county of SAN BERNARDINO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN BERNARDINO, State of California, under date 06/27/1952, Case No. 73081. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

03/05/2018, 03/12/2018

Executed on: 03/12/2018  
At Riverside, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Signature



Email

\* A 0 0 0 0 0 4 6 9 7 0 4 8 \*

NOTICE CALLING FOR BIDS  
FURNITURE: SYSTEMS AND STAND  
ALONE BID NO. 17/18-0955 BID  
DEADLINE: MONDAY, MARCH 26,  
2018 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 will  
be opened and read aloud at the time  
fixed above. 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  
bidder 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 at  
which time they will be publicly opened  
and read aloud. 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 - #17/18-0955 Furniture:  
Systems and Stand Alone" No Bidder  
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  
Purchasing/Contracts at (909) 386-  
9508 or visit  
[http://www.sbcss.k12.ca.us/index.php/  
business-services/business-support-  
services/purchasing-contracts-  
warehouse/upcoming-bids](http://www.sbcss.k12.ca.us/index.php/business-services/business-support-services/purchasing-contracts-warehouse/upcoming-bids)  
ELECTRONIC SUBMISSION OF BIDS  
WILL NOT BE ACCEPTED.  
Respectfully, Tame S. Johnson,  
Purchasing/Bids Supervisor  
Purchasing/Contracts  
3/5, 3/12/18

SBS-3105960#

**NOTICE CALLING FOR BIDS**

**BID# 17/18-0955**

**FURNITURE: SYSTEMS AND STAND ALONE**

**BID DEADLINE:** MONDAY, MARCH 26, 2018 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 will be opened and read aloud at the time fixed above.

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 bidder 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 at which time they will be publicly opened and read aloud. 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 - #17/18-0955 Furniture: Systems and Stand Alone"

No Bidder 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 Purchasing/Contracts at (909) 386-9508 or visit <http://www.sbcss.k12.ca.us/index.php/business-services/business-support-services/purchasing-contracts-warehouse/upcoming-bids>

**ELECTRONIC SUBMISSION OF BIDS WILL NOT BE ACCEPTED.**

Respectfully,

Terrie S. Johnson, Purchasing/Bids Supervisor  
Purchasing/Contracts

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**

**BID# 17/18-0955**

**FURNITURE: SYSTEMS AND STAND ALONE**

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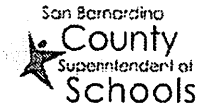
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**ELECTRONIC SUBMISSION OF BIDS WILL NOT BE ACCEPTED.**

Respectfully,

Terrie S. Johnson, Purchasing/Bids Supervisor  
Purchasing/Contracts



**FURNITURE: SYSTEMS AND STAND ALONE  
BID NO. 17/18-0955**

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**.

**1. INSTRUCTIONS TO BIDDERS**

Bidders shall conform to instructions provided in the bid document. All bids must be in a sealed envelope bearing the name and address of the Bidder and must clearly state on the outside of the envelope in the lower left-hand corner "BID ENCLOSED" #17/18-0955 Furniture: Systems and Stand Alone. Envelopes are provided in the bid packet.

**1.1 Delivery Address**

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

**1.2 Bid Opening**

Bidders 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 **MONDAY, MARCH 26, 2018**, at which time bids will be opened and read aloud.

**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 bidders in making up their bids.

**1.4 Withdrawal of Bids**

Any bidder 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 bidder and shall not be chargeable in any manner to **SUPERINTENDENT**.

**1.6 Questions Regarding Bid**

Questions should be reduced to writing and faxed or e-mailed to Terrie Johnson, Purchasing/Contracts at [Terrie.Johnson@sbcss.net](mailto:Terrie.Johnson@sbcss.net) or (909) 386-9512.

**1.7 Bid Content – All bids submitted shall include:**

- Signature Page/Bid Form
- Non-Collusion Declaration
- Workers Compensation Certification
- Drug Free Workplace Certification



**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 bidder and no bidder 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 BIDDERS 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 two (2) additional one-year renewals.

**6.0 PRICES**

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

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

**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 bidder'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**

All deliveries to be F.O.B. destination. Each item shall be securely packed and clearly marked as to its contents. All materials furnished must be ready for use, unless otherwise specified. All shipments shall be accompanied by a packing slip and the purchase order number shall appear on all cases and package. The right is reserved to reject and return at the risk and expense of the Bidder 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**

Brand names are specified for descriptive purposes only. If the bidder is proposing brands not listed on the bid form, they shall state the brand name and number they are bidding. If no notations appear, it is understood that the bidder is quoting on the exact brand name and number requested. If more than one (1) brand name is specified, bidder must indicate which brand they are bidding on. When proposing materials other than those specified, bidder must provide a product specification sheet, brochure or information complete enough to fully describe the alternate item. It is the Bidder's responsibility to provide such information with their bid package. Bids submitted without complete descriptive information may be rejected. **SUPERINTENDENT** shall be the sole judge as to whether such deviations are, in fact, substantially equal to those set forth and whether such deviations are acceptable. All products bid must be new and not reconditioned. In all cases, the Bidder must guarantee his products from defects.

Brand names are included for descriptive purposes, to indicate quality, design and utility desired. This specification is not intended to restrict competition. Brands of equal make or type to those specified are acceptable unless otherwise indicated in this bid request. Recycled products must also meet the requirements set forth. Each bidder shall indicate the manufacturer's name and model number of the brands being bid and shall submit all samples in accordance with Section 11.0 SAMPLES.

#### **11.0 SAMPLES**

Samples, when requested, must be furnished at no expense or obligation to **SUPERINTENDENT**. Samples should be plainly marked with Bidder name, item number and description. The return of samples (if not destroyed in testing) shall be arranged by the Bidder 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 Bidder(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. Bidders receiving awards of items subject to Chapter 4 (Industrial Safety Orders) California Administrative Code, Title 8, Division of Industrial Relations, must submit to the Purchasing/Contracts Office of **SUPERINTENDENT**, Material Safety Data Sheets (MSDS) for those items, when requested.

#### **15.0 HOLD HARMLESS**

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

**16.0 DEFAULT BY BIDDER**

If the successful bidder 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 bidder 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**

Bidder 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 Bidder, to terminate this Agreement at any time and without cause prior to complete delivery. Such termination shall be without any obligation or liability to Bidder 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**

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 bidder upon agreement by the public entity and the Bidder.

**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**

Bidder warrants by signing hereon that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Bidder or any agent or representative of the Bidder, 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 Bidder agreed to supply shall be borne and paid for by the Bidder. 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**

Bidders 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'S** staff.

**SUPERINTENDENT** will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting bidder 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 bidders 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.

**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: (Bidder 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:

\_\_\_\_\_ % off SEE ATTACHED LIST 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  
 \_\_\_\_\_ shipping costs

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

**COMPANY INFORMATION**

Company Name: CULVER-NEWLIN

Authorized Representative: HEATHER BUSHEM  
(Please type or print)

Company Address: 520 E. RINCON #102  
CORONA, CA 92879

Telephone Number: (949) 597-0123 Fax Number (949) 855-9577

E-mail Address: HEATHERB@CULVER-NEWLIN.COM

Authorized Representative's Signature: \_\_\_\_\_

**NON-COLLUSION DECLARATION**  
*(To Be Submitted with Bid)*

The undersigned declares:


I am the VICE PRES of CULVER-NEWLIN, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on:

03/22/2018, at CORONA, CALIFORNIA  
\_\_\_\_\_. (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.

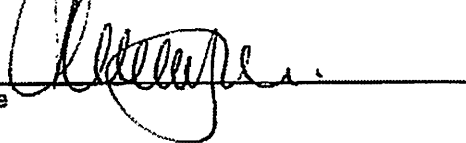
Date: 03/22/2018

Vendor

Caher - Newlin Inc.

By: HEATHER BUSHEM

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 bidders 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.

Werner-Newlin      3/22/18  
Date:  
[Signature]  
Bidder



## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That WILL REAS, the San Bernardino County Superintendent of Schools identified as "SUPERINTENDENT", has given to CN School and Office Solutions, Inc. dba Culver-Newlin hereinafter designated as the "Principal", a Notice of Intent to Award Contract for the work described as follows:

## FURNITURE: SYSTEMS AND STAND ALONE

BID #17/18-0955

WILFRAS, 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 Arch Insurance Company as Surety, in admitted Surety pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California at 555 Marrett Dr., Ste. 315 are held and firmly bound unto the Superintendent in the sum of One Hundred Thousand and 00/100 DOLLARS (\$ 100,000.00), 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 initially 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 24th day of October, 2018.

(Corporate Seal)

PRINCIPAL CN School and Office Solutions, Inc. dba Culver-NewlinBY Martin E. Schlom

(Corporate Seal)

TYPED/PRINTED NAME Martin E. SchlomTITLE Owner / CEOSURETY Arch Insurance CompanyBY Bonnie S. Robbins

(Attach Attorney-in Fact Certificate)

TYPED/PRINTED NAME Bonnie S. RobbinsTITLE Attorney in Fact



**FURNITURE: SYSTEMS & STAND ALONE  
BID #17/18-0955**

**ADDENDUM #1**

The San Bernardino County Superintendent of Schools is in receipt of a question from SourceOne Office Products Inc., Tangram Interiors and Virco. The following is the question and answer:

**Question #1:** Will this contract be available to other California based school districts to piggyback with? I didn't see any verbiage about this on the document, so I wanted to ask.

**Answer:** Yes, school districts will be able to piggyback per Section 20.0 of the bid document.

**Question #2:** I wanted to find out if there were any addendums issued and if any further specification were available for review?

**Answer:** All documents, information and addendums regarding this bid can be found on the Superintendent's website at the following link:  
<http://www.sbcss.k12.ca.us/index.php/business-services/business-support-services/purchasing-contracts-warehouse/upcoming-bids>

**Question #3:** I had a question with the bid document not having the quantities and type of product within the bid. Can you please clarify what product we are bidding on?

**Answer:** **SUPERINTENDENT** is seeking a Vendor(s) to supply furniture: new or refurbished, systems and stand alone. Vendor is to provide a percentage discount and name of manufacturer(s) Vendor can offer.



**FURNITURE: SYSTEMS & STAND ALONE  
BID #17/18-0955**

**ADDENDUM #2**

The San Bernardino County Superintendent of Schools is in receipt of a question from Workrite Ergonomics. The following is the question and answer:

**Question #1:** The Performance Bond form is included with the Bid package. Section 30, page 7, Performance Bond, states a Performance Bond may be required. Would you please clarify if one is required and, if so, the amount?

**Answer:** A Performance Bond is not required to submit a Bid; however, may be requested in the future.

***BID opening date is Monday, March 26, 2018 at 760 East Brier Drive, San Bernardino, CA 92408. The BID is due at the Receptionist's office before 2:00 p.m.***

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.**

*This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.*

## **POWER OF ATTORNEY**

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Bonnie S. Robbins, Charles P. Boomazian and Nickle L. Sorensen of Longwood, FL (EACH)

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this Instrument to be signed and its corporate seal to be affixed by their authorized officers, this 26<sup>th</sup> day of January, 2016.

Attested and Certified

Arch Insurance Company

  
Patrick K. Nails, Secretary

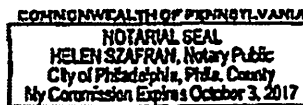


  
David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

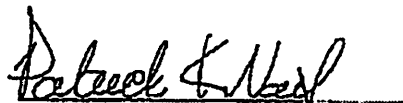


  
Helen Szafran, Notary Public  
My commission expires 10/03/2017

#### CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 26, 2016 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 26<sup>th</sup> day of January, 2016.

  
Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102



Acknowledgement Form

State of Florida,

County of Sumner, )ss.:  
County of Sumner,

On the 14th day of October in the year 2018 before me, the undersigned notary public, personally appeared Yvonne S. Rutledge, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Susan Carpino Notary Public





*Mary Coco*  
*(215) 606-1621*  
*valid until project completion*

Company Profile

COMPANY PROFILE

Company Search

Company Information

Company Search Results

Company Information

Old Company Names

Agent for Service

Reference

Information

NAIC Group List

Lines of Business

Workers'

Compensation

Complaint and

Request for

Action/Appeals

Contact Information

Financial Statements PDF's

Annual Statements

Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer

ARCH INSURANCE COMPANY  
210 HUDSON STREET, SUITE 300 HARBORSIDE 3  
JERSEY CITY, NJ 07311  
877-688-2724

Old Company Names

Effective Date

FIRST AMERICAN INSURANCE COMPANY	01/05/1987
FIRST AMERICAN INSURANCE COMPANY DBA AMERICAN FIRST INSURANCE COMPANY	11/06/2002

Agent For Service

Karissa Lowry  
2710 Gateway Oaks Dr.,  
Ste. 150N  
Sacramento CA 95833-3505

Reference Information

NAIC #:	11150
California Company ID #:	3005-6
Date Authorized in California:	07/19/1985
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MISSOURI

[back to top](#)

NAIC Group List

NAIC Group #: 1279 Arch Ins Grp

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT  
AUTOMOBILE  
BOILER AND MACHINERY  
BURGLARY  
COMMON CARRIER LIABILITY  
DISABILITY  
FIRE  
LIABILITY  
MARINE

**San Bernardino County Superintendent of Schools**

**BID #17/18-0955**

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