CALIFORNIA STATE UNIVERSITY, NORTHRIDGE

INVITATION FOR BID
FOR

STUDENT HOUSING MATTRESSES

RFP INFORMATION

RFP Number: RFP 1016  
Project Name: Student Housing Mattresses  
Contact: Christine Plasting, Buyer II  
Christine.plasting@csun.edu

Phone Number: 818/677-6542  
818/677-6544 (fax)

Questions: All questions must be submitted via fax or email.

Schedule

Issue Date: March 21, 2011
Deadline for RFI’s (questions): April 8, 2011, 5:00 PM
RFP Due Date and Time: April 19, 2011, 3:00 P.M.
Notice of Intent to Award: May 6, 2011
Approximate Award Date: May 14, 2011

Submit Response to: California State University, Northridge  
Purchasing & Contract Administration  
Attn: Christine Plasting, Buyer II  
18111 Nordhoff Street  
ROOM 180  
Northridge, CA 91330-8231

Number of copies of RFP: 1 original and 2 copies of the proposal must be submitted

Response must be submitted in a sealed envelope marked: RFP 1016 – Student Housing Mattresses

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SECTION 1 - INTRODUCTION

Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals for Mattresses with the construction and materials as described in this RFP.

Background

California State University, Northridge (CSUN), one of the largest of the 23 campuses of The California State University system, is located twenty-five miles northwest of central Los Angeles in the San Fernando Valley, a suburb with a multi-ethnic population of over one million people. The University enrolls approximately 45,000 students served by over 1,500 faculty. The campus size is approximately 700 acres with fourteen major structures.

SECTION 2 – STATEMENT OF SERVICE

Scope

Student Housing is comprised of 15 building in University Park, located on the California State University, Northridge (CSUN) campus. The facilities house 3050 bed spaces. CSUN is looking to purchase 2000 mattresses within the next 4 years. The resulting contract shall be for 1 year with two possible one-year extensions.

Description/Summary

The University is looking for a manufacturer and supplier to manufacture and deliver as required, innerspring mattresses especially designed for Student Housing meeting all California and Federal fire codes for ultimate comfort, firm support, clean ability, and long life. Mattresses must meet or exceed these requirements.

Typical Size: 36” x 80” x 7”

Construction and Materials

A. General

1. All mattresses shall be manufactured in accordance with Quality Management System based on ISO 9001-2000 or ISO 1345-2003

2. All mattresses manufactured in accordance with the best practice known to the manufacturing industry and shall be clean and free from defects in material workmanship.

B. Ticking

1. The mattress shall be covered in Duratex Moisture Barrier Fabric, or equal, with a yarn size of no less than 190 but not greater than 250 where coating imparts the qualities of water proof, anti-bacterial, anti-fungal, and a moisture vapor transmission rate of less than 250 grams per meter squared over a 24-hour period.

2. The mattress will be manufactured with the fabric side out.

3. The top and bottom sections in the mattress ticking shall be made up of one full width fabric with no seams.

4. The ticking used for the borders shall contain not more than two seams all around with all ends
hemmed, spliced and securely sewn together by machine in such manner as to leave no break in the uniformity and finish.

5. The tape edge will be sewn with a lock stitch. Chain stitching will not be acceptable for closing the tape edge.

C. Spring Unit

1. All wire spring units, knotted coil construction shall consist of transverse rows of coils connected by the use of helical running at right angles of the log axis of the unit in such a manner as to prevent a free hinge action.

2. All coils should be hour glass shape.

3. Each unit is to contain a minimum of 208 coils in a row configuration of 8 x 26.

4. All coils should be made of 13 gauge spring wire. All helical to be made of 17.5 gauge spring wire.

5. All spring wire used in the construction of these units is to be high carbon steel wire.

6. Units to be 5” high. Each coil to contain a minimum of five turns or convolutions.

7. All portions of the spring unit shall be properly over tempered to relieve internal stress and eliminate permanent stress from loading.

8. Each unit should have a top and bottom helical or clipped border on the top and bottom perimeters with a #6 gauge oil tempered border wire. The corners of this unit have to have a 2 ½” radius.

9. Each innerspring unit will be reinforced with six double-edge supports made of 11 gauge spring wires. The edge supports shall be installed two on each side and one on each end to provide optimal edge strength.

10. The size of the innerspring unit shall not be less than 34 ½” x 78 ½” and manufacture to properly fit the specified bed size of 36” x 80.”

D. Upholstery

1. Each side of the innerspring unit should be covered with a 2 oz. per square foot bonded polyester pad measuring 36” x 81.”

2. Batt pre-compressed of fire retardant cotton felt, one unit size batt per side over the polyester pad placed over polyester pad.

3. A 1” x 40” x 84” co-polymer (minimum density 1.5 lbs per cubit ft) foam topper over cotton felt place on each side.

4. Indentation load deflection (25% ILD @ 4”) 34-37 lbs. Compression modules 2.4 minimum, hysteresis loss 25% maximum.

5. Foam must meet or exceed California Technical Bulletin #117 flammability standards.

6. An inner roll edge shall be made by enfolding the foam topper around the edge of the polyester and placing the cover, flanged with 2 oz per square yard typar, over the topper and securing the cover by hog ringing the flange to the outside coils of the innerspring unit.

7. A fire barrier consisting of a knitted fiberglass/modacrylic/polyester fabric shall be placed over all the upholstery in such a way that it completely encapsulates the entire mattress forming a full fire
barrier. The ends of the barrier shall be completely closed.

8. The border shall be made of the same material at the top and bottom panels and shall contain two welded vents in one end. The vent shall be installed in such a way as to NOT break the fire barrier.

9. All cotton felt shall be a mixture of 2/3 U.S. Government grade No. 2 first cut cotton linters and 1/3 white willowed picker. The cotton fibers are to be sprayed with naphthenic base oil and then treated with borax powder in such a way that the oil and the powder impregnate the entire thickness of the felt in order to render the felt flame retardant. Total cotton felt weight for this mattress shall be no less than 8 pounds.

10. The overall thickness of the finished mattress shall be 7.”

E. Flammability Test Requirements

The mattress shall meet the flammability requirements of the following test methods:

   c. Boston Fire department IX-11 Full Composite Burn Test.
   d. The mattress manufacturer must provide the purchaser written clarification with this proposal that his or her product has been certified in accordance with Boston Fire Department IX-11 (Regulatory notice of October 25, 1990 and revised August 19, 1999.)

F. Other Requirements/Special Instructions

1. All mattresses must have a minimum 5 year warranty on construction and materials.
2. All mattresses must be individually wrapped at delivery.
3. Installation of new mattresses into actual rooms.
4. Removal of and disposal of existing mattress.
5. Delivery, installation and disposal will be the responsibility of the awarded proposer.

SECTION 3 – INSTRUCTION FOR SUBMITTAL & EVALUATION CRITERIA

Proposal Requirements

Firms are to submit proposals that at a minimum address the following Evaluation criteria. Proposals should be limited to no more than 20 pages.

1. Provide a cover letter detailing the firms’ history and experience. Firm should have a minimum of five (5) years working with Higher Education or a similar environment.

2. Provide a minimum of four (4) project references in the area of Higher Education or a similar environment for similar services. References should include the Owners’ name, project name, project contact (with telephone number and email address) contract duration, original contract value and ending contract value.

3. Demonstrate possession of sufficient staff, equipment, resources to carry out the services.
4. Provide resumes for staffing that will supervise the installation.

5. Provide sample materials that will be used in the construction of the mattress (they will be viewed inside and out to meet construction requirements as stated in this RFP.)

6. Provide written warranty on the mattress for five (5) years including construction and workmanship.

7. Provide material specifications that were used in the construction of the mattresses proposed.

8. Provide current copies of all certifications listed in this RFP.

Evaluation Process

The University shall appoint a proposal Evaluation Committee. The Evaluation Committee shall review each responsive proposal and score the proposals. The highest scored proposal shall be awarded the contract.

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<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
<th>Points</th>
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<tr>
<td>Firm’s History &amp; Experience in Higher Ed. Or similar environment</td>
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<td>1-5</td>
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<td>Staffing Resources</td>
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<td>Quality of Sample Materials</td>
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<td>Submittal of required documentation</td>
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<td>1-5</td>
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<tr>
<td>Fee Schedule</td>
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<td>1-5</td>
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<tr>
<td><strong>Total Possible Points</strong></td>
<td></td>
<td><strong>30</strong></td>
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Instruction for Submittal:

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the University. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

3.1 *Product Literature* – Please provide product literature of the product you are quoting.

3.2 *Pricing* – Please complete Exhibit A Pricing Spreadsheet included in this IFB. Do NOT alter spreadsheet format.

3.9 *Additional Costs* – Please advise as to any additional costs. Any costs not mentioned in this section will NOT be accepted by CSUN after the award.

3.10 *Warranty* – Please describe your warranty policy for the products being quoted.

3.11 *Return Policy* - Please describe your return policy for the products being quoted.

3.12 *Delivery* – After receipt of order, how many days will it take until delivery is made to the University.

3.13 *Certification* – Are you currently listed as a Certified Small Business with the State of California.? If yes, please provide your OSMB reference Number.
SECTION 4 – ADDITIONAL INFORMATION

- The quantities on Exhibit A Pricing Spreadsheet are estimated quantities. It is CSUN’s intention to continue purchasing these tables thru 2015. Therefore, your pricing to CSUN is to be protected until 06/30/2015.

- CSUN reserves the right to select all, part, or none of your proposal for award.

- CSUN Freight Terms are FOB Destination. CSUN does not pay any freight charges.

- CSUN Payment Terms are NET 30 Days.

- By accepting this RFP, vendor agrees to offer CSUN a chance to receive a demonstration, review, and test proposed equipment for evaluation if required. Evaluation site will be CSUN Campus unless otherwise agreed. This evaluation will be at no cost to CSUN.

- Any exceptions, with respect to the specifications, technical criteria, data requirements, administrative requirements, terms and conditions, or the use of the technical data submitted must be specified in writing as part of the required proposal. Specific reference must be made to the paragraph numbers or other identifying criteria with respect to any exceptions proposed by the proposer. Unless the exceptions are stated with the proposal at the time of its submission, no further consideration of the exceptions will be recognized by the University, and any resulting awards will be issued on the basis that no exceptions exist and the bidder will be held responsible for compliance to the detail of all specifications and conditions. The University reserves the right to analyze exceptions in detail.
RIDER A

CSU GENERAL PROVISIONS
for
ACQUISITION OF GOODS
Revision 08/03/06

1. Commencement of Work

Work shall not commence under the Contract until a fully executed Contract has been received by the Contractor and the Contractor has been given approval to proceed. Any work performed by the Contractor prior to the date of approval shall be considered as having been performed at the Contractor's own risk and as a volunteer.

2. Invoices

In connection with any discount offered, except when provision is made for a testing period preceding acceptance by the CSU, time will be computed from date of delivery of the commodities as specified, or from date that correct invoices are received in the office specified by the CSU if the latter date is later than the date of delivery. When provision is made for a testing period preceding acceptance by the CSU, date of delivery shall mean the date the supplies, equipment or services are accepted by the CSU following the specified testing period. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the CSU warrant or check. Invoices shall be submitted, in arrears, to the address stipulated in the Contract. The Contract number and Contractor's Identification number are to be included on the invoice. Final invoice shall be marked as such. The Contractor shall submit invoices to the CSU for payment of goods and services rendered. Unless otherwise specified, the CSU shall pay properly submitted invoices not more than 45 days after (i) the acceptance of goods by the CSU; or (ii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to this Contract. The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

3. Appropriation of Funds

(a) If the term of the Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to the CSU under the Contract, and relieve the CSU of any further obligation therefore.

(b) CSU agrees that if provision (a) above is involved, commodities shall be returned to the Contractor in substantially the same condition in which they were delivered, subject to normal wear and tear. CSU further agrees to pay for packing, crating, transportation to Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such packing and crating.

4. Cancellation

CSU reserves the right to cancel this Contract at any time upon thirty (30) days written notice to the Contractor.

5. Independent Status

The Contractor, and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of California. While Contractor may (or may not) be required under the terms of this Contract to carry Worker's Compensation Insurance, Contractor is not entitled to unemployment or workers' compensation benefits from the CSU.
6. **Conflict of Interest**

(a) The Contractor shall not utilize any information, not a matter of public record, which is received by reason of this Contract, for pecuniary gain not contemplated by the terms of this Contract, regardless of whether the Contractor is or is not under Contract with the CSU at the time such gain is realized. Any report, survey, or product developed by the Contractor pursuant to this Contract is the property of the CSU, and shall not be used in any manner by the Contractor unless authorized by the CSU. Breach of this provision will make the Contract voidable at the Trustees’ option, and the Contractor shall be liable for any other damages incurred by the CSU as the result of such breach (Education Code, Section 89006).

(b) The CSU requires a Statement of Economic Interests (Form 700) to be filed by any Consultant (or Contractor) who is involved in the making, or participation in the making, of decisions which may forseeably have a material effect on any CSU financial interest [reference G.C. 82019].

7. **Governing Law**

To the extent not inconsistent with applicable federal law, this Contract shall be construed in accordance with and governed by the laws of the State of California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

8. **Assignments**

Without written consent of the CSU, the Contract is not assignable by Contractor either in whole or in part.

9. **Time**

Time is of the essence of the Contract.

10. **Contract Alterations & Integration**

No alteration or variation of the terms of the Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Contract not incorporated here in shall be binding on any of the parties hereto.

11. **General Indemnity**

The Contractor agrees to indemnify, defend and save harmless the CSU, its officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Contractor in the performance of this Contract.

12. **Use of Data**

The Contractor shall not utilize any information, not a matter of public record, which is received by reason of this Contract, for pecuniary gain not contemplated by the terms of this Contract, regardless of whether the Contract is in effect at the time such gain is realized.

13. **Termination for Default**

The CSU may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the CSU may proceed with the work in any manner deemed proper by the CSU. The cost to the CSU shall be deducted from any sum due the Contractor under the Contract, and the balance, if any,
shall be paid the Contractor upon demand.

14. Nondiscrimination

(a) During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

(b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

(c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Trustees upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Trustees shall require to ascertain compliance with this clause.


(e) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(f) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract. (Gov. Code Section 12990, 11135 et seq.; Title 2, California Code of Regulations, Section 8107).

15. Drug-Free Workplace Certification

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
   (i) the dangers of drug abuse in the workplace;
   (ii) the person's or organization's policy of maintaining a drug-free workplace;
   (iii) any available counseling, rehabilitation and employee assistance programs; and,
   (iv) penalties that may be imposed upon employees for drug abuse violations.

c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
   (i) will receive a copy of the company's drug-free policy statement; and,
   (ii) will agree to abide by the terms of the company's statement as a condition of employment on the
16. Severability

The Contractor and the CSU agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

17. Dispute

Any dispute arising under the terms of this Contract which is not resolved within a reasonable period of time by authorized representatives of the Contractor and the CSU shall be brought to the attention of the Chief Executive Officer (or designated representative) of the Contractor and the Chief Business Officer (or designee) of The CSU for joint resolution. At the request of either party, The CSU shall provide a forum for discussion of the disputed item(s), at which time the Vice Chancellor, Business and Finance (or designated representative) of The CSU shall be available to assist in the resolution by providing advice to both parties regarding The CSU contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Contract. Despite an unresolved dispute, the Contractor shall continue without delay to perform its responsibilities under this Contract. The Contractor shall keep accurate records of its services in order to adequately document the extent of its services under this Contract.

18. Privacy of Personal Information

Contractor expressly acknowledges the privacy rights of individuals to their personal information that are expressed in the State’s Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article 1, Section 1. Contractor shall maintain the privacy of personal information. Contractor shall not release personal information contained in CSU records without full compliance with applicable state and federal privacy laws. Contractor further, acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. Contractor shall maintain the privacy of protected personal information and shall be financially responsible, if and to the extent that any security breach relating to protected personal information results from acts or omissions of Contractor, or its personnel, for any notifications to affected persons (after prompt consultation with CSU), and to the extent requested by CSU, administratively responsible for such notifications.

19. Waiver of Rights

Any action or inaction by the CSU or the failure of the CSU on any occasion to enforce any right or provision of the Contract shall not be construed to be a waiver by the CSU of its rights hereunder and shall not prevent the CSU from enforcing such provision or right on any future occasion. The rights and remedies of the CSU provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

20. Endorsement

Nothing contained in this Contract shall be construed as conferring on any party hereto, any right to use the other party’s name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Furthermore nothing in this Contract shall be construed as endorsement of any commercial product or service by the CSU, its officers or employees.
21. **Patent, Copyright, and Trade Secret Indemnity**

A contractor may be required to furnish a bond to the CSU against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement. In addition:

(a) The Contractor, at its own expense, shall defend any action brought against the CSU to the extent that such action is based upon a claim that the product supplied by the Contractor or the operation of such product infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the CSU in any such action. Such defense and payment shall be conditioned on the following:

(i) That the Contractor shall be notified within a reasonable time in writing by the CSU of any notice of such claim; and,

(ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the CSU has the option to participate in such action at its own expense.

(b) Should the product, or the operation thereof, become, or in the Contractor's opinion is likely to become, the subject of a claim of infringement of a United States or foreign patent or copyright or a trade secret, the CSU shall permit the Contractor at its option and expense either to procure for the CSU the right to continue using the product, or to replace or modify the same so that they become non-infringing provided such replacement or modified product satisfies the performance requirements specified in the Contract. If none of these options can reasonably be taken, or if the use of such product by the CSU shall be prevented by injunction, the Contractor agrees to take back such product and make every reasonable effort to assist the CSU in procuring a substitute product. If, in the sole opinion of the CSU, the return of such infringing product makes the retention of other products acquired from the Contractor under this contract impractical, the CSU shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such product and refund any sums the CSU has paid Contractor less any reasonable amount for use or damage.

22. **Compliance with NLRB Orders**

Contractor declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

23. **Examination and Audit**

For contracts in excess of $10,000, the Contractor shall be subject to the examination and audit of (a) the Office of the University Auditor, and (b) the State Auditor, for a period of three (3) years after final payment under the contract in accordance with Government Code Section 8546.7 and with Education Code Section 89045(c & d), respectively. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract.

24. **DVBE and Small Business Participation**

The State of California supports statewide participation goals of 3% for Disabled Veteran Business enterprises (DVBE Program) and requires agencies to provide a 5% preference when awarding contracts to small businesses. Only small businesses certified by the Office of Small Business and DVBE Services (OSDS) are eligible to receive the preference. The CSU encourages all contractors to use the services of DVBE and OSDS-certified small business enterprises whenever possible, and to report their use to the CSU.
25. Citizenship and Public Benefits

If Contractor is a natural person, Contractor certifies in accepting this Contract that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69).

26. Americans With Disabilities Act (ADA)

Contractor warrants that it complies with California and federal disabilities laws and regulations.

27. Child Support Compliance Act

For any contract in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code Section 7110, that:

(a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

(b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

28. Document Referencing

All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show the Contract number. If factory shipment, the factory must be advised to comply. Invoices not properly identified with the contract number and contractor identification number may be returned to contractor and may cause delay in payment.

29. Taxes, Fees, Expenses, and Extras

(a) Articles sold to the CSU are exempt from certain Federal Excise Taxes. The CSU will furnish an exemption certificate on request.

(b) Unless specified otherwise, prices quoted shall include all required taxes.

(c) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the CSU unless expressly included and itemized in the bid.

Unless otherwise indicated on the Purchase Order or Contract, on "FOB Shipping Point" transactions vendor shall arrange for lowest cost transportation, prepay, add freight to invoice, and furnish supporting freight bills over $50.

Shipments that are California intrastate in nature and where freight is to be borne by the CSU shall be tendered to carriers with written instructions that rates and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.

On "FOB Shipping Point" transactions, should any shipments under this Purchase Order or Contract be received by the CSU in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers by wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper, such as inadequate packing or loading or some inherent defect in the equipment and/or material, vendor on request of the CSU shall at vendor's own expense assist the CSU in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
30. Forced, Convict, Indentured and Child Labor

By accepting a contract or purchase order, the Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to this Contract have been laundered or produced in whole or in part by sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, or abusive forms of child labor or exploitation of children in sweatshop labor.

Contractor shall cooperate fully in providing reasonable access to the Contractor’s records, documents, agents or employees, or premises if reasonably required by authorized officials of the CSU, the Department of Industrial Relations, or the Department of Justice determine the Contractor’s compliance with the requirements above. (Public Contract Code Section 6108) Incorporated this clause in to Item 2 Invoices & Payments.

31. Covenant Against Gratuities

The Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the CSU 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, the CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the CSU in procuring the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the CSU provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

32. Rights and Remedies of CSU for Default

(a) In the event any Deliverables furnished or services provided by the Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the CSU may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith or to correct the performance of services, without expense to the CSU, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the Contractor fail, neglect, or refuse to do so, the CSU shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the price named in the Contract and the actual cost thereof to the CSU.

(b) In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the right of the CSU to purchase in the open market and to reimbursement set forth above shall apply, except for force majeure. Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts (known as “force majeure”) shall include but shall not be limited to fire, strike, freight embargo or acts of God and of the Government. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

(c) In the event of the termination of the Contract, either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the CSU in procuring any items which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.

(d) The rights and remedies of the CSU provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
33. **Contractor's Power and Authority**

The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the CSU hereunder harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the CSU under this Contract.

34. **Recycled Content Certification**

Contractor agrees to certify in writing, under penalty of perjury, the minimum, if not the exact, percentage of recycled content material, as defined in Sections 12161 and 12200 of the Public Contract Code, in materials, goods, or supplies used in the performance of this Contract.

35. **Entire Contract**

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

36. **Expatriate Corporations**

By accepting a contract or purchase order, the Contractor declares under penalty of perjury under the laws of the State of California that the Contractor is eligible to contract with the CSU pursuant to The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286 et. Seq.

37. **Confidentiality of Data**

All financial, statistical, personal, technical and other data and information relating to CSU's operation which are designated confidential by the CSU and not otherwise subject to disclosure under the California Public Records Act, and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor using the same level of care in preventing unauthorized disclosure or use of the confidential information that it takes to protects its own information of a similar nature, but in no event less than reasonable care. The Contractor shall not be required under the provisions of this clause to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

Solicitation Provisions and Bidder Certifications

1. **Definitions:**

(a) The Trustees of the California State University are referred to as “CSU” or “University.”

(b) The terms “bid” and “proposal” are synonymous and means an offer made in response to a solicitation to perform a contract for work and labor or to supply goods at a specified price, whether or not it is considered a “seal bid” or results in award of a contract to a single or sole source.

(c) “Bidder” or “Proposer” is used interchangeably and each shall apply to the business entity which submits a bid/proposal or is awarded a contract.

2. **Preparation of Bids and Proposals:**

(a) Proposer shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond to the solicitation has been received or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the proposer’s sole risk.
(b) All bids submitted, including electronic bids, must indicate unit prices for each separate line item quoted in addition to showing the totals. In case of discrepancy between the unit price and the extension set forth for the item, the unit price shall prevail; however, if the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, the amount set forth in the “Extension” column shall be divided by the quantity for the item and the price thus obtained shall be the unit price. In case of discrepancy between the totals shown on the bid form and the actual sum of the item totals, the actual sum of all item totals shall prevail.

(c) Brand names: Any reference to brand names and numbers in the bid solicitation is intended to be descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the indicated standards of quality will be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the reference brands.

Unless the bidder specifies otherwise in the bid, it is understood that the bidder is offering a referenced brand item as specified in the bid solicitation. The CSU reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references; the CSU may require a bidder offering a substitute to supply additional descriptive material and a sample.

(d) Time of delivery (whether a commodity or a service) is a part of the bid and must be strictly observed. Time, if stated as a number of days, shall mean calendar days.

(e) Bids shall be completed in all respects as required by this solicitation. A bid may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity could have materially changed the quality of the bid. Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the evaluation committee, such information was intended to erroneously and fallaciously mislead the CSU in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this solicitation, the bid will be rejected.

Statements made by a bidder shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

The CSU reserves the right to request additional information which in the CSU’s opinion is necessary to assure that the proposer’s competence, experience, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

3. Submission of Bids:

(a) Whenever the CSU so designates, bids must be signed and sealed, with the bid number, bidder's name and address, and closing date, on the outside of the envelope.

(b) Bids or partial bids, and modifications or corrections thereof received after the closing time specified may not be considered.

(c) The bidder is solely responsible for ensuring that the bid is delivered to the CSU prior to the date and time specified and in accordance with the solicitation requirements. The CSU shall not be responsible for any delays in mail delivery, including delay occasioned by the internal CSU mailing system, or transmission errors or delivery errors.

4. Cancellation: This solicitation does not obligate CSU to enter into an agreement. CSU reserves the right to cancel this solicitation at any time, should the project be canceled, CSU loses the required funding or it is deemed in the best interest of CSU. No obligation either expressed or implied, exists on the part of CSU to make an award or to pay any cost incurred in the preparation or submission of a bid.
5. **Bidder's Cost:** Costs for developing bids are entirely the responsibility of the bidder and shall not be chargeable to the CSU.

6. **Revisions in Bid Solicitation:** In the event a bidder believes that the CSU’s bid solicitation is unfairly restrictive or has substantive errors or omissions in it, the matter must be promptly brought to the attention of the CSU's procurement office, either by telephone, telegraph, letter, or visit, immediately upon receipt of the bid solicitation, in order that the matter may be fully considered and appropriate action taken by the CSU prior to the closing time set for bids.

7. **Removal of Names from Bidders’ List:** The CSU may remove the name of any vendor or contractor from its lists of potential bidders whenever the CSU has received no recent responses to its bid solicitations from that vendor or contractor.

8. **Award of Contracts:**
   
   (a) Contracts will be made or entered into with (1) the lowest responsible bidder meeting specifications, (2) the bidder with the highest score attained at the end of a competitive evaluation process, or (3) as otherwise specified in the bid solicitation. The CSU reserves the right to determine the results of the prescribed evaluation process and the awardee.

   (b) Where more than one item is specified in the bid solicitation, the CSU reserves the right to determine the low bidder either on the basis of individual items or on the basis of all items included in the bid solicitation.

   (b) Unless the bidder specifies otherwise in the submitted bid, the CSU may accept any portion or group of items or services offered in the bid, or accept none of them at all.

   (c) The CSU reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.

   (d) A CSU purchase order mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid solicitation results in a binding agreement without further action by either party. The binding agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

9. **Bid Evaluation Preferences:** In evaluating bids, the CSU will give preferences in accordance with the law for suppliers who are a California certified Small Business. If the bidder claims preferences under the Enterprise Zone Act (EZA), Target Area Contract Preference Act (TACPA) and Local Agency Military Base Recovery Area Act (LAMBRA), the bidder must complete and return the appropriate forms incorporated in the solicitation. Preferences may also be given for bidders using recycle products in accordance with Public Contract Code Sections 10408 and 12150 et seq. Where multiple preferences are claimed, the CSU will verify eligibility for the preference(s) and evaluate and apply preference(s) in accordance with law and established procedures.

10. **Financing of Acquisition:** Bidder shall include within the contents of its bid or proposal the best financing alternatives it has to offer the CSU whenever the solicitation document expresses the CSU’s desire to consider financing (including third-party possibilities) as an option.

11. **Patent, Copyright, and Trade Secret Indemnity:** A contractor may be required to furnish a bond to the CSU against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

12. **Protests:**
   
   (a) Prior to Bid Opening - Potential bidders are afforded the opportunity to take exception to or “protest” the specifications and/or requirements of the bid solicitation. Such protests must be
conveyed in writing to the CSU and also be resolved in writing by the CSU each within the timeframes specified, prior to the scheduled bid submittal deadline. However, any protests of specifications or requirements received after the deadline identified in the bid solicitation shall be considered untimely and shall be rejected. The CSU’s decision on a protest is final.

(b) Prior to Contract award - If, prior to award of a contract, a protest is received in writing within the timeframe specified within the bid solicitation and filed on the grounds that the intended award is not in conformance with the specifications or requirements of the bid solicitation, the contract shall not be awarded until the protest has been withdrawn or a decision has been reached by the CSU. The CSU shall review the merits and timeliness of the protest and submit a decision in writing or otherwise furnish to the bidder the decision in such a manner as to ensure receipt. The CSU’s decision on a protest is final.

13. Accommodations for the Disabled: It is the policy of the CSU to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. Persons with a disability needing a reasonable modification to participate in the procurement process, or persons having questions regarding reasonable modifications for the procurement process may contact the buyer listed elsewhere in this solicitation.

14. Confidentiality: Final bids are public upon bid opening; however the contents of all proposals, drafts bids, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder’s proposal shall be held in the strictest confidence until Notice of Intent to Award. The content of all working papers and discussions relating to the bidder’s proposal shall be held confidential indefinitely unless the public interest is best served by an item’s disclosure because of its direct pertinence to a decision, agreement or an evaluation of the bid.

II. BIDDER CERTIFICATIONS

By submitting a bid, the Bidder certifies to the following:

1. Americans With Disabilities Act (ADA): Contractor assures the CSU that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

2. Unfair Practices Act: Contractor warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.).

3. Violation of Air or Water Pollution Laws: Unless the contract is less than $25,000.00 or with a sole-source provider, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any State or federal air or water pollution control law. By a proposal the Contractor warrants that the Contractor has not been found to be in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution district, or is subject to a cease and desist order not subject to review issued pursuant to Section 13310 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or is finally determined to be in violation of provisions of federal laws relating to air or water pollution.

By submitting a bid, the Bidder certifies that it has not been identified either by published notices or by Board notification as a person in violation of State or federal air or water pollution control laws.

4. Compliance with NRLB Orders: In submitting a bid or signing a contract the Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor’s failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. This provision is required by, and shall be
construed in accordance with, Public Contract Code Section 10296.

5. Assignment of Antitrust Actions: The bidder's attention is directed to the following provisions of Government Code Sections 4552, 4553, and 4554, which shall be applicable to the bidder:

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

If an awarding body or public procurement body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery (Government Code Section 4553).

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (Government Code Section 4554).

6. Noncollusion Affidavit: By submitting a bid, Bidder hereby certifies that the bid is not made in the interest of, or on behalf of, any undisclosed party; that the bid is genuine and not collusive, false, or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly agreed with any Bidder or anyone else to put in a false or sham bid, or to refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought to fix any overhead, profit or cost element of the bid, of that of any other Bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

7. Safeguards for confidential information: By submitting a bid, Bidder acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. In the event that such information is required for the performance of the work specified, the Bidder hereby certifies that it has the appropriate safeguards in place as required by Title 16 Code of Federal Regulation Chapter 1 Section 314 et seq.

8. Covenant Against Gratuities: The Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the CSU 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, the CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the CSU in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the CSU provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

9. Public Contracts Code Restrictions For CSU Employees: CSU employees and immediate past employees must comply with restrictions regarding contracting with the CSU. Bidder needs to be aware of the following provisions regarding current or former CSU employees. In submitting a bid, bidder certifies that the bidder is eligible to contract with the CSU pursuant to the Public Contracts Code (PCC)
sections list below:

Current CSU Employees (PCC Section 10831):

a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any CSU department through or by a CSU contract unless the employment, activity or enterprise is within the course and scope of the officer’s or employee’s regular CSU employment.

b) No officer or employee shall contract on his or her own behalf as an independent contractor with any CSU department to provide goods or services.

c) This prohibition does not apply to officers or employees of the CSU with teaching or research responsibilities.

Former CSU Employees (PCC Section 10832):

a) For the two-year period from the date he or she left CSU employment, no former CSU officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any CSU department.

b) For the twelve-month period from the date he or she left state employment, no former CSU officer or employee may enter into a contract with any CSU department if he or she was employed by that CSU department in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving CSU service.

10. In submitting a bid for electronic devices, as defined by the Electronic Waste Recycling Act of 2003, Part 3 Division 30 Chapter 8.5 of the Public Resource Code, the Bidder certifies that it, and its agents, subsidiaries, partners, joint venturers, and subcontractors for the procurement, have complied with the Electronic Waste Recycling Act of 2003 and any regulations adopted pursuant to the Act, or have demonstrated to the CSU that the Electronic Waste Recycling Act of 2003 is inapplicable to all lines of business engaged in by the bidder, its agents, subsidiaries, partners, joint venturers, or subcontractors. In addition the Bidder agrees to cooperate fully in providing reasonable access to its records and documents that evidence compliance with the Electronic Waste Recycling Act of 2003.
EXHIBIT A
Pricing Sheet – RFP 1016
Any proposals submitted that exclude this form will be deemed “non-responsive.”

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2000</td>
<td>EA</td>
<td>36” x 80” x 7” Mattresses whose specifications are listed in the RFP</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SUBTOTAL

SALES TAX (9.75% SALES TAX MUST BE CALCULATED ON ALL COMMODITIES DELIVERED TO CSUN)

FREIGHT/DELIVERY COST

INSTALLATION COST

MISCELLANEOUS COST

TOTAL BID

1. WARRANTY (if applicable):

2. RETURN POLICY:

3. FOB Point: DESTINATION

4. Price, terms and any other conditions quoted shall remain valid and in effect ____ days from bid opening date (minimum of 60 days).

5. Delivery will be made ___ days after receipt of order.

6. Are you currently listed as a CERTIFIED SMALL BUSINESS with the State of California? ____ Yes ____ No

   If yes, please provide your OSMB REF# ______________________

7. This is to certify that I have carefully reviewed the California State University, Northridge's Invitation for Bid, Solicitation Provisions and Bidder Certifications, Recycled Content Certification and Product Specification and have clearly indicated in writing any exceptions my firm is making to these requirements. CSU Disabled Veteran Business Enterprises requirements are waived for this bid. Therefore, I, the undersigned, hereby agree to both furnish and deliver these items complete as specified, if awarded this bid, within the time specified and at the price quoted therein and without any additional charges to California State University, Northridge.

   ____________________________________________________________ ________________________________ ____________
   NAME AND TITLE OF AUTHORIZED COMPANY OFFICIAL

   SIGNATURE DATE

   ----------------------------------------------------------------------------------------------------------------------------------------------------------------------
   EMAIL ADDRESS

   COMPANY NAME | PHONE NUMBER | FAX NUMBER

   STREET NUMBER | STREET NAME | CITY | STATE | ZIPCODE

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