INVITATION FOR BID (IFB)

Date: March 16, 2015  Bid No: #JP200008701

California Polytechnic State University, San Luis Obispo, is soliciting bids for 1000 mattresses for the Housing Department. Cal Poly is requesting fixed pricing for two (2) years.

Bids are subject to the attached Exhibits:

- Exhibit A: CSU Solicitation Provisions and Bidder Certifications, consisting of 7 pages;
- Appendix 1: Small Business/DVBE Bidder Declaration consisting of 2 pages;
- Exhibit B: General Provisions for Good & Services Acquisitions, consisting of 9 pages;
- Exhibit C: Specifications, consisting of 3 pages;
- Exhibit D: Scope of Work, consisting of 1 page;
- Exhibit E: Bid Cost Sheet, consisting of 1 page;
- Exhibit F: Document Check List, consisting of 1 page;
- Exhibit G: Specification of Compliance, consisting of 1 page.

Instruction to Bidders:

To be deemed responsive, the bidder must include all required documents listed in Exhibit F.

Submit bid to:
California Polytechnic State University
IFB JP2000008701
1 Grand Avenue, Building 1, Room 128
San Luis Obispo, CA 93407

You may submit bids by email. Email bid to purchasing@calpoly.edu only. Please do not send copies to any other email addresses. Make sure to reference the bid number in the Subject field, so the email can be easily identified as an Invitation for Bid (IFB). The bids will be opened Wednesday, April 1, 2015 at 3 p.m. PDT

Any questions relating to this Invitation for Bid need to be received by Monday, March 23, 2015 at 5 p.m. PDT and submitted via email directly to Jeanette Paolucci at jepaoluc@calpoly.edu

Schedule of Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Post IFB</td>
<td>Monday, March 16, 2015</td>
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<tr>
<td>Last day for questions – email questions to Jeanette Paolucci at <a href="mailto:jepaoluc@calpoly.edu">jepaoluc@calpoly.edu</a></td>
<td>Monday, March 23, 2015</td>
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<tr>
<td>Cal Poly Publishes responses to questions</td>
<td>Wednesday, March 25, 2015</td>
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<tr>
<td>Mattress samples due</td>
<td>No later than Tuesday, March 31, 2015</td>
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<tr>
<td>Bid Closing/Bid Opening</td>
<td>Wednesday, April 1, 2015-3 p.m. PDT</td>
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<tr>
<td>Contract Award (tentative)</td>
<td>Friday, April 3, 2015</td>
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<tr>
<td>Delivery</td>
<td>No sooner than June 17, 2015-No later than August 28, 2015</td>
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SOLICITATION PROVISIONS

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 mean 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 that 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.
   (c) 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.
   (d) The CSU reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.
   (e) 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 Target Area Contract Preference Act (TACPA) the bidder must complete and return the appropriate form incorporated in the solicitation. If applicable, 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. In accordance with Government Code section 14838(f), and Military and Veterans Code sections 999.5(a) and 999.5(d), the Trustees shall grant a bid incentive for bid evaluation purposes only to Bidders that exceed the three percent DVBE participation requirement. The level of DVBE incentive will correlate to the level of participation; that is, the more DVBE participation proposed, the higher the incentive. A non-small business cannot displace a California certified small business from the top ranked position due to application of preferences or incentive.

**DVBE Incentive Levels**
The Trustees are granting a DVBE participation bid incentive for this project for bid evaluation purposes only. Bidder must exceed the three percent DVBE participation requirement in order to earn this incentive. The bid incentives are as follows:

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<th>DVBE Participation</th>
<th>Incentive</th>
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<tr>
<td>6%</td>
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<tr>
<td>8%</td>
<td>3%</td>
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<tr>
<td>10%</td>
<td>4%</td>
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In solicitations where an award is to be made to the highest scored bidder based on evaluation factors in addition to price, the DVBE Incentive shall be a percentage of the highest responsible bidder’s total score. In solicitations where an award is to be made to the low bid, the incentive is a percentage of the low bid total.

If requesting the DVBE Incentive, then complete the DVBE Form in the appendices and indicate the total DVBE participation.

For more information on DVBE participation for this solicitation, please contact: Jeanette Paolucci jepaoluc@calpoly.edu

11. Small Business Preference Request
The State of California requires agencies to provide a five percent (5%) preference to Proposers or Bidders who qualify as either California certified small businesses or non-small businesses that commit 25% of the contract value to California certified small businesses. To be eligible, the small businesses must be certified by The Office of Small Business and DVBE Services. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Government Code, Section 14838, et seq. and Title 2, California Administrative Code, Section 1896, et seq. Copies of the codes and regulations are available online or upon request.

If requesting the Small Business Preference, then complete the form in the appendices and indicate the total Small Business participation.

The use of the Small Business Preference shall be in compliance with the law and specifically Government Code Section 14838.B.2. In solicitations where an award is to be made to the highest scored bidder based on evaluation factors in addition to price, the preference to small businesses or microbusiness shall be 5 percent of the highest responsible bidder’s total score. The preference to non-small business bidders that provide for small business or microbusiness subcontractor participation shall be up to a maximum 5 percent of the highest responsible bidder’s total score, determined according to rules and regulations established by the Department of General Services. In solicitations where an award is to be made to the low bid, the preference is applied by factoring 5 percent of a non-small business low bid total and subtracting this amount from the small business bid total.
12. 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.

13. 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.

14. 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.

15. 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.

16. 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, or 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.

11. DARFUR CONTRACTING ACT
PCC sections 10475 et seq., the Darfur Contracting Act of 2008, establish restrictions against contracting with vendors conducting certain types of business in Sudan. The Act sets forth criteria to determine if a vendor is a “scrutinized company” and therefore ineligible to bid on or submit a proposal for State contracts.

Upon submitting a bid, bidders that have had business activities outside of the Untied States within the previous three years certify that they are not a scrutinized company as defined, or demonstrate they obtained permission under the statute. (PCC §§ 10478, 10477(b).) False certifications shall cause the bid to be invalidated. (PCC § 10479.)

12. IRAN CONTRACTING ACT
PCC sections 2202 et seq., the Iran Contracting Act of 2010, establish restrictions against contracting with vendors that provide specified levels of goods or services or other investment activities, as defined, in the energy sector of Iran. By submitting a bid in excess of $1 million, bidder certifies that bidder is not a financial institution extending credit to an ineligible vendor on the list published by the California Department of General Services on the web site: http://www.documents.dgs.ca.gov/pd/poliproec/Iran%20Contracting%20Act%20List.pdf (PCC § 2204.) The Act includes certain exceptions. (PCC § 2203(c).)

13. THE CONGO – SECURITIES EXCHANGE ACT
PCC § 10490 establishes restrictions on contracting for certain goods and services relating to compliance with the Securities Exchange Act of 1934. The CSU will not accept bids or proposals or contract for goods or services related to products or services from companies designated as a “scrutinized company” by the Federal Government. By submitting a bid, bidder certifies that they are not a scrutinized company as defined. False certifications shall cause the bid to be invalidated.

For purposes of this section, a “scrutinized company” is a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.
BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):
   a. Identify current California certification(s) (MB, SB, NVSA, DVBE): __________ or None ________ (If “None”, go to Item #2)
   b. Will subcontractors be used for this contract? Yes ___ No ___ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

   c. If you are a California certified DVBE:
      (1) Are you a broker or agent? Yes ___ No ___
      (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes ___ No ___ N/A ___

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

<table>
<thead>
<tr>
<th>Subcontractor Name/Contact Person, Phone Number &amp; Fax Number</th>
<th>Subcontractor Address &amp; Email Address</th>
<th>CA Certification (MB, SB, NVSA, DVBE or None)</th>
<th>Work performed or goods provided for this contract</th>
<th>Corresponding % of bid price</th>
<th>Good Standing?</th>
<th>51% Rental?</th>
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CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.
BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1. Identify all current certifications issued by the State of California. If the prime bidder is a California certified business, check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:
   • Microbusiness (MB)
   • Small Business (SB)
   • Nonprofit Veteran Service Agency (NVSA)
   • Disabled Veteran Business Enterprise (DVBE)

2. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No" proceed to Item #4. If "Yes", enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14137.10(6)(i) for small/microbusinesses.

Bid proposal may propose or use subcontractors to perform all of the prime's contract. Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

1. If possessing rental equipment, mark either "Yes" or "No" to identify whether subcontractor is providing rental equipment (quantity and value) and whether subcontractor is a certified DVBE. Enter "No" if the subcontractor is NOT providing any rental equipment.

2. If no subcontracts are proposed do not complete the table. Read the certification at the bottom of the form and complete "Page _ of _ " on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page _ of _ " accordingly.

(Continued)

Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number — List each element for all subcontractors.

Subcontractor Address & Email Address — Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, or DVBE or None) — If the subcontractor possesses a current State of California certification(s), verify on this website (www.e-procure.pddgs.ca.gov).

Work performed or goods provided for this contract — Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful functions.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of Bid Price — Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing? — Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the subcontractor has met the criteria for certification.

• Possesses valid license(s) for any license(s) or permits required by the solicitation or law
• If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
• Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental? — This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if:
• Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
• Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does not own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page _ of _ " accordingly.
General Provisions for Goods & Services Acquisitions

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

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

3. Severability
   Contractor and 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 its presumed non-applicability of such provision. Should the illegal or unenforceable provision be a material or essential term of the Contract, the Contract shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

4. Independent Status
   Contractor and its employees and agents, and subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees or agents of CSU or the State of California. While Contractor may be required by this Contract to carry Worker’s Compensation Insurance, in no event shall Contractor and its employees and agents be entitled to unemployment or workers’ compensation benefits from the CSU.

5. 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.

6. Contractor’s Power and Authority
   Contractor warrants it has full power and authority to enter into this Contract and will hold CSU harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor shall not enter into any arrangement, agreement or contract with any third party that might abridge any rights of the CSU under this Contract.

7. Assignments
   Contractor shall not assign this Contract, either in whole or in part, without CSU’s written consent, which will not be unreasonably withheld.

8. Personnel
   Contractor shall give its personal attention to the performance of the Contract and shall make every effort consistent with sound business practices to honor CSU’s requests regarding Contractor’s assignment of its employees. However, Contractor maintains the sole right to determine the assignment of its employees in order to keep all phases of work under its control. If an employee of Contractor is unable to perform due to illness, resignation or other factors beyond Contractor’s control, Contractor shall use its best effort to provide suitable substitute personnel.

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

10. Time
   Time is of the essence in the performance of this Contract.
11. 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 each party.

12. Appropriation of Funds
(a) If the term of this 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 and not yet paid for by CSU, terminate any future services and commodities to be 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 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.

13. Cancellation
CSU has the right to cancel this Contract at any time and without future financial obligation upon thirty (30) days written notice to Contractor.

14. Termination for Default
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.

15. Rights and Remedies of CSU for Default
(a) In the event any Deliverables furnished or services provided by Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by Contractor, CSU may reject the same, and it shall thereupon become Contractor's duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to the CSU, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse to do so, CSU shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor.
(b) In the event Contractor fails to make prompt delivery of any item as specified in the Contract, the same conditions as to CSU's right, but not obligation, to purchase in the open market and receive reimbursement from Contractor, as set forth in (a), above shall apply.
(c) In the event the CSU terminates this Contract, either in whole or in part, for Contractor’s default or breach, Contractor shall compensate CSU, in addition to any other remedy CSU may have available to it, for any loss or damage sustained and cost incurred by the CSU in procuring any items that Contractor agreed to supply.
(d) CSU’s rights and remedies provided above shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity or this Contract.

16. Warranty
(a) Contractor warrants that (i) Deliverables furnished or services provided by Contractor in the performance of this Contract should conform to the requirements herein, or to the sample submitted by Contractor, and (ii) the Deliverables will be free from defects in materials and workmanship. Where the parties have agreed to design specifications in the Statement of Work directly or by reference, Contractor warrants the Deliverables shall provide all functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, Contractor warrants such Software shall perform in accordance with its license and accompanying Documentation. CSU’s approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.
(b) Contractor warrants that at the time of delivery, deliverables (i) shall be free of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or software); and (ii) shall not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if CSU believes harmful code may be present in any Commercial
Software delivered, Contractor shall, upon CSU’s request, provide a master copy of the Software for comparison and correction. (c) Unless otherwise specified in the Statement of Work: (i). Where Contractor resells Hardware or Software it purchased from a third party, and such third party offers additional or more advantageous warranties than those set forth herein, Contractor shall pass through any such warranties to CSU and shall cooperate in enforcing them. Such warranty pass-through shall be supplemental to, and not relieve Contractor from, Contractor's warranty obligations set forth above. (d) All warranties, including special warranties specified elsewhere herein, shall inure to CSU, its successors, assigns, customer agencies, and other governmental users of the Deliverables or services.

17. Insurance Requirements
The Contractor shall not commence Work until it has obtained all the insurance required in this Contract, and such insurance has been approved by the CSU.

(a) Policies and Coverage.
   (1) The Contractor shall obtain and maintain the following policies and coverage:
      (i) Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, covering Work done or to be done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the Work.
      (ii) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired, and non-owned automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists.
      (iii) Worker's Compensation including Employers Liability Insurance as required by law.

   (2) The Contractor also may be required to obtain and maintain the following policies and coverage:
      (i) Environmental Impairment Liability Insurance should the Work involve hazardous materials, such as asbestos, lead, fuel storage tanks, and PCBs.
      (ii) Other Insurance by agreement between the Trustees and the Contractor.

(b) Verification of Coverage. The Contractor shall submit original certificates of insurance and endorsements to the policies of insurance required by the Contract to the Trustees as evidence of the insurance coverage. Renewal certifications and endorsements shall be timely filed by the Contractor for all coverage until the Work is accepted as complete pursuant to Article 8.01, Acceptance. The Trustees reserve the right to require the Contractor to furnish the Trustees complete, certified copies of all required insurance policies.

(c) Insurance Provisions. Nothing in these insurance provisions shall be deemed to alter the indemnification provisions in Article 4.07. The insurance policies shall contain, or be endorsed to contain, the following provisions.
   (1) For the general and automobile liability policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents are to be covered as additional insureds.
   (2) For any claims related to the Work, the Contractor’s insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor’s insurance and shall not contribute with it.
   (3) Each insurance policy required by this Article shall state that coverage shall not be canceled by either the Contractor or the insurance carrier, except after thirty (30) Days prior written notice by certified mail, return receipt requested, has been given to the Trustees.
   (4) The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

(d) Amount of Insurance.
   (1) For all projects, the insurance furnished by Contractor under this Article shall provide coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:
      (i) Comprehensive or Commercial Form General Liability Insurance--Limits of Liability $2,000,000 General Aggregate
$1,000,000 Each Occurrence--combined single limit for bodily injury and property damage.

(ii) Business Automobile Liability Insurance-Limits of Liability
$1,000,000 Each Accident-- combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.

(iii) Workers’ Compensation limits as required by law with Employers Liability limits of $1,000,000.

(2) For projects involving hazardous materials, the Contractor shall provide additional coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:

(i) Environmental Impairment (pollution) Liability Insurance-Limits of Liability
$10,000,000 General Aggregate
$5,000,000 Each Occurrence--combined single limit for bodily injury and property damage, including cleanup costs.

(ii) In addition to the coverage described in 4.06-d (1) (b), Business Automobile Liability Insurance, the Contractor shall obtain for hazardous material transporter services:

(iii) MCS-90 endorsement
(iv) Sudden & Accidental Pollution endorsement--Limits of Liability*
$2,000,000 Each Occurrence
$2,000,000 General Aggregate

*A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden & Accidental Pollution Insurance.

With the Trustees’ approval, the Contractor may delegate the responsibility to provide this additional coverage, as described in this Article 4.06-d (2) (b) above, to its hazardous materials subcontractor. When the Contractor returns its signed project construction phase agreement to the Trustees, the Contractor shall also provide the Trustees with a letter stating that it is requiring its hazardous materials subcontractor to provide this additional coverage, if applicable. The Contractor shall affirm in this letter that the hazardous materials subcontractor’s certificate of insurance shall also adhere to all of the requirements in Article 4.06-b: Verification of Coverage and 4.06-c: Insurance Provisions. Further, this letter will provide that the subcontractor’s certificate of insurance will be provided to the Trustees as soon as the Contractor fully executes its subcontract with the hazardous materials subcontractor, or within 30 Days of the Notice to Proceed, whichever is less.

(e) Acceptability of Insurers.
Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best’s rating of A:VII, or shall be a carrier otherwise acceptable to the University.

(f) Subcontractor’s Insurance.
Contractor shall ensure that its subcontractors are covered by insurance of the types required by this Article, and that the amount of insurance for each subcontractor is appropriate for that subcontractor’s Work. Contractor shall not allow any subcontractor to commence Work on its subcontract until the insurance has been obtained. Only the Contractor and its hazardous materials subcontractor(s) shall have the coverage for projects involving hazardous materials as required in Article 4.06-d, Amounts of Insurance, subdivision (2).

(g) Miscellaneous.
(1) Any deductible under any policy of insurance required in this Article shall be Contractor’s liability.
(2) Acceptance of certificates of insurance by the Trustees shall not limit the Contractor’s liability under the Contract.
(3) In the event the Contractor does not comply with these insurance requirements, the Trustees may, at its option, provide insurance coverage to protect the Trustees. The cost of the insurance shall be paid by the Contractor and, if prompt payment is not received, may be deducted from Contract sums otherwise due the Contractor.
(4) If the Trustees are damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the Trustees for all such damages.
(5) The Contractor’s obligations to obtain and maintain all required insurance are non-delegable duties under this Contract.
(6) The Contractor’s liability for damages proximately caused by acts of God (as defined in Public Contract Code section 7105) and not involving Contractor negligence shall be limited to five percent of the Contract.

18. General Indemnity
Contractor shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective 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 related to, arising out of or resulting from Contractor’s performance of this Contract.

19. Invoices

Invoices shall be submitted, in arrears, to the address provided in the Contract. Each invoice must contain the Contract number and Contractor's Identification number. Final invoice shall be marked as such. Contractor shall submit invoices to CSU for payment of goods and services rendered. Unless otherwise specified, CSU shall pay properly submitted invoices not more than 45 days after (i) CSU’s acceptance of goods; (ii) the performance completion date of services; or (iii) 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 of this Contract, including travel and per diem, unless otherwise expressly so provided.

20. Packing and Shipment

(1) All goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
   (i) show the number of the container and the total number of containers in the shipment; and
   (ii) the number of the container in which the packing sheet has been enclosed.

(2) All shipments by Contractor or its subcontractors must include packing sheets identifying: the CSU’s contract number; item number; quantity and unit of measure; part number and description of the goods shipped; and appropriate evidence of inspection, if required. Goods for different contracts shall be listed on separate packing sheets.

21. Delivery

Contractor shall strictly adhere to the delivery and completion schedules specified in this contract. Time, if stated as a number of days shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the CSU shall not be required to make any payment for the excess deliverables, and may return them to Contractor at Contractor’s expense or utilize any other rights available to the CSU at law or in equity.

22. Substitutions

Substitution of Deliverables may not be tendered without advance written consent of the CSU. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the CSU.

23. Inspection, Acceptance and Rejection

Unless otherwise specified in the Statement of Work all deliverables may be subject to inspection and test by the CSU.

24. Taxes, Fees, Expenses, and Extras

(a) Contractor certifies that it shall comply with all California Sale and Use Tax requirements. Articles sold to CSU are exempt from certain Federal Excise Taxes. CSU will furnish an exemption certificate on request.

(b) Unless specified otherwise, prices quoted shall include all required and applicable 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 CSU unless expressly included and itemized in the Contract. 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. On "FOB Shipping Point" transactions, should any shipments under this Contract be received by 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 shall, at its own expense, assist CSU in establishing carrier liability.

(d) Contractor certifies it will immediately advise CSU of any change in its retailers seller’s permit or certification of registration or applicable affiliate’s sellers permit or certificate of registration.

25. Electronic Software Tax Liability

Contractor further agrees to deliver purchased software solely in an intangible form and via electronic means. Contractor shall be responsible for ensuring that the software is not delivered to the CSU in tangible form, and shall defend and indemnify the CSU for any and all tax liability resulting from Contractors failure to deliver the software as required by this Agreement.

26. Document Referencing
27. Patent, Copyright, and Trade Secret Indemnity
(a) Contractor shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents, and employees (collectively referred to as CSU), from any and all third party claims, costs (including without limitation reasonable attorneys’ fees), and losses for infringement or violation of any Intellectual Property Right, domestic or foreign, by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to CSU, in addition to the foregoing provision, such indemnity rights as it receives from such third party (“Third Party Obligation”) and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide CSU with indemnity protection.

(i) CSU will notify Contractor of such claim in writing and tender its defense within a reasonable time; and

(ii) Contractor will control the defense of any action on such claim and all negotiations for its settlement or compromise, except when substantial principles of government or public law are involved, when litigation might create precedent affecting future CSU operations or liability, or when involvement of the CSU is otherwise mandated by law. In such case no settlement shall be entered into on behalf of CSU without CSU’s written approval.

b) Contractor may be required to furnish CSU a bond against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor’s opinion are likely to become, the subject of a claim of infringement or violation of a Intellectual Property Right, whether domestic or foreign, CSU shall permit Contractor at its option and expense either to procure for CSU the right to continue using the Deliverables or Software or to replace or modify the same so they become non-infringing, provided they comply with Contract and performance requirements and/or expectations. If neither option can reasonably practicable or if the use of such Deliverables or Software by CSU shall be prevented by injunction, Contractor agrees to take back such Deliverables or Software and use its best effort to assist CSU in procuring substitute Deliverables or Software at Contractors cost and expense. If, in the sole opinion of CSU, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from Contractor under this Contract impracticable, CSU shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such Deliverables or Software and refund any sums CSU paid Contractor less any reasonable amount for use or damage.

(d) Contractor certifies it has appropriate systems and controls in place to ensure State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

28. Rights in Work Product
a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by Contractor pursuant to this Contract, including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.

29. Examination and Audit
For contracts in excess of $10,000, Contractor shall be subject to the examination and audit by (a) the Office of the University Auditor, and (b) the Bureau of State Audits, for a period of three (3) years after final payment under the Contract. 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. Note: Authority Cited: Government Code Section 8546.7; Education Code Section 89045(c&d), respectively.

30. Dispute
Any dispute arising under or resulting from this Contract that is not resolved within 60 days of time by authorized representatives of Contractor and CSU shall be brought to the attention of Contractor’s Chief Executive Officer (or designee) and CSU’s Chief Business Officer (or designee) for resolution. Either Contractor or CSU may request that the CSU Vice Chancellor, Business and Finance (or designee) participate in the dispute resolution process to provide advice regarding CSU contracting policies and procedures. If this informal dispute resolution process is unsuccessful, the parties may pursue all remedies not inconsistent with this Contract. Despite an unresolved dispute, Contractor shall continue without delay in
performing its responsibilities under this Contract. Contractor shall accurately and adequately document all service it has performed under this Contract.

31. Conflict of Interest
   CSU requires a Statement of Economic Interests (California 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 foreseeably have a material effect on any CSU financial interest.

32. Endorsement
   Nothing contained in this Contract shall be construed as conferring on any party, 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.

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

34. Nondiscrimination
   (a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
   (b) Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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.
   (c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

35. Compliance with NLRB Orders
   Contractor declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court to comply with an order of the National Labor Relations Board. Note: Cite Authority: PCC 10296

36. Drug-Free Workplace Certification
   Contractor certifies that Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall 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
   (b) Establish a Drug-Free Awareness Program 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 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 Contract. Note:
   Authority Cited: Government Code Section 8350-8357.

37. Forced, Convict, Indentured and Child Labor
   By accepting a contract with CSU, Contractor:
   (a) Certifies that no equipment, materials, or supplies furnished to CSU pursuant to this Contract have been produced in whole
      or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor
      or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured
      labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further
      certifies it will adhere to the Sweat free Code of Conduct as set forth on the California Department of
      Industrial Relations website located at http://www.dir.ca.gov/, and Public Contract Code Section 6108.
   (b) Agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if
      reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice
      to determine Contractor's compliance with the requirements under paragraph (a).

38. Recycled Content Certification
   Contractor shall certify in writing the minimum, if not exact, percentage of postconsumer material, as defined in Public
   Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to CSU regardless whether the
   product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the
   requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply
   (PCC 12205).

39. Child Support Compliance Act
   For any contract in excess of $100,000, Contractor acknowledges in accordance with Public Contract Code Section 7110,
   that:
   (a) 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) 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.

40. Americans With Disabilities Act (ADA)
   Contractor warrants that it complies with California and federal disabilities laws and regulations. (Americans with
   Disabilities Act of 1990, 42 U.S.C. 12101et seq). Contractor hereby warrants the products or services it will provide under
   this Contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29
   agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor
   further agrees to indemnify and hold harmless CSU from any claims arising out of Contractor’s failure to comply with the
   aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

41. Expatriate Corporations
   Contractor declares and certifies that it is not and expatriate corporation, and is not precluded from contracting with CSU by

42. Citizenship and Public Benefits
   If Contractor is a natural person, Contractor certifies he or she 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).

43. Loss Leader
Contractor certifies and declares it is not engaged in business within this State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. Note: Authority Cite: (PCC 12104.5(b).)

44. DVBE and Small Business Participation
(a) If Contractor has committed to achieve small business (SB) participation it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU:
   (1) the name and address of the SB(s) who participated in the performance of the Contract;  
   (2) the total amount the prime Contractor received under the Contract; and  
   (3) the amount each SB received from the prime Contractor. (Govt. Code § 14841.)
(b) If Contractor has committed to achieve disabled veteran business enterprise (DVBE) participation, it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU:
   (1) the name and address of the DVBE(s) who participated in the performance of the Contract;  
   (2) the total amount the prime Contractor received under the Contract; and 
   (3) the amount each DVBE received from the prime Contractor. The Contractor shall also certify that all payments under the Contract have been made to the DVBE. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code §14841).

45. Debarment and Suspension
By accepting a contract with the CSU, Contractor certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency (2 Code Federal Regulations[CFR] 180.220, in accordance with the Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235)).
UNIVERSITY HOUSING
MATTRESS SPECIFICATION
HEAVY DUTY CFR 1633, CTB #129, BOSTON FIRE CODE IX-11

QUANTITY: 1000 mattresses
SIZE - 38” X 80” X 6”
DELIVERY – No sooner than Wednesday, June 17, 2015, and no later than Friday, August 28, 2015.

CONSTRUCTION AND MATERIALS:

A. GENERAL
1. All mattresses must be manufactured in accordance with the best practice known to the manufacturing industry and must be clean and free from defects in material and workmanship.

B. TICKING
1. The ticking material shall be nylon backed polyurethane fabric that has been embossed to simulate the feel of a durable woven fabric, or equivalent. The coating of the material must be treated to be fluid proof, anti-bacterial, anti-fungal, and must have a moisture vapor transmission rate of at least 250 grams per meter squared over a 24 hour period, or equivalent.
2. The cover must incorporate two colors. The color will identify the “soft” side of the foam core; and the “firm” side of the foam core.
3. The top and bottom ticking sections in the mattress should be made up of at least one full width of fabric with no seams. The edges of the top and bottom sections will join in the center of the side wall and will be closed by a Radio Frequency (RF) or equivalent weld, allowing no opportunities for bed bug ingress.
4. The mattress cover should be vented with a hospital grade fiber filter that has been tested to ensure that bed bugs, bed bug nymphs, and bed bug eggs cannot pass through or penetrate.
5. The final close of the mattress must be RF welded shut to complete the sealed seam and the mattress must be covered with a ticking that contains no sewn seams.

C. FOAM CORE
1. The foam core must be manufactured with two layers of high quality, high density polyurethane foam (a minimum 1.8 lb. density). Each layer of foam should be a minimum of 38”x80”x3”.
2. The soft side of the mattress will provide a comfortable sleeping surface that can be reversed head-to-foot. The design will include integrated side rails to support the resident on ingress/egress and while seated on the edge of the mattress.
3. The firm side of the mattress will have a firmer feel for residents who prefer more support that can be reversed head-to-foot. The design will include integrated side rails to support the resident on ingress/egress and while seated on the edge of the mattress.
4. The layers of foam must be horizontally laminated together. There will be no vertical laminations of the foam core.

D. PREFERRED AND MANDATORY FLAMMABILITY TEST REQUIREMENTS
The mattress shall meet the flammability requirements of the following test methods:

1. All mattresses shall be manufactured in accordance with International Organization for Standardization (ISO) 9001-2000, Quality Management System standards. A copy of the manufacturer’s ISO certification may be submitted as a part of the IFB.


4. California Technical Bulletin #129 Flammability Test Procedure for Mattresses for Use in Public Building. The mattress manufacturer must provide written certification with this bid that this product has been certified to pass Technical Bulletin #129 full scale mattress burn test by the State of California of Home Furnishings and Thermal Insulation.

5. Boston Fire Department IX-11 Full Composite Burn Test The mattress manufacturer must provide written certification with this bid that this product has been certified in accordance with Boston Fire Department IX-11 (Regulatory notice of October 25, 1990 and revised August 19, 1999).

E. ADDITIONAL MANDATORY TEST REQUIREMENTS

Bed bugs, nymphs, and bed bug egg laboratory test results showing these cannot pass through the mattress ticking, seams, or filters must be submitted to the University. Bed bug ingress/egress prevention must be proven through a series of third-party laboratory defined and conducted tests. These tests must be performed at multiple locations of the mattress, including welded seams, vent location, and the nylon backed polyurethane fabric.

F. PACKAGING

Mattresses may be wrapped individually, minimum of 5 mil plastic bag, or may be compressed and rolled into a 17x17x39” carton for shipping.

Packaging will be determined at the time of shipping to obtain the best possible freight rates for the order.

G. SAMPLE MATTRESS

All bidders must ship one (1) full-size mattress within one week of bid due date for sampling and inspection at no charge to Cal Poly. This mattress will not be returned to the bidder. Send mattress sample to Cal Poly Housing Dept., Bldg. 371B, and Attention Terry McGillicuddy.

Successful bidder will supply one (1) extra mattress (above the number called for in the bid) to be delivered at his/her own expense at no charge to the University. The University may select at random one (1) mattress from those manufactured under this solicitation and to open this mattress in order to check for compliance with these specifications. Such inspection, when deemed advisable, shall be at the University’s premises. Any inspection failure shall deem the entire shipment rejected.

H. WARRANTY

The manufacturer must replace promptly any units which by reason of defective materials or workmanship, shall fail under normal uses, free of negligence or accident, for a minimum period of five (5) years from date of acceptance. Such replacement must be free of charge to the owner. Each mattress law tag will be stamped with the month/year of manufacture. A copy of the manufacturer’s warranty must be submitted as a part of this IFB.
I. DELIVERY

Delivery, distribution, and set into place of 950 mattresses throughout the Yosemite Complex (Bldg. 114, Towers 0 through 9), as well as three buildings in the North Mountain Complex - Palomar (Bldg. 102), Diablo (Bldg. 101), and Whitney (Bldg. 103). It should be noted that these are three and two story buildings and no elevators are present in the buildings. Remaining 50 mattresses will be delivered to the University Housing, Housing Depot, Bldg. 371B. All mattresses will be delivered and distributed no earlier than June 17, 2015, and no later than August 28, 2014. Final schedule and installation must be approved by and coordinated with Cal Poly University Housing.

J. REMOVAL OF CURRENT MATTRESSES

Bid must include the cost to remove and dispose of current mattresses, 950 total, to an offsite location. Contractor must dispose of all mattresses, but will not be placing them in central locations. Contractor must be responsible for removing old mattress from each bed upon installation of new mattress. All mattresses must be recycled with a certification of recycled materials provided to the University within four weeks of removal.
Scope of Work

Contractors Responsibilities

1. Contractor shall provide all freight and set in place installation.
2. Contractor shall be financially responsible for any damage to paint, door frames, floors, stairs, corridors, elevators or any other portion of the structure or surrounding property.
3. Contractor is responsible for replacing any damaged good upon delivery and installation.
4. Contractors must protect elevator interiors with padding while moving furniture.
5. Contractor is responsible for the removal of all packaging and waste materials related to the performance of this project.
6. Contractor shall make every effort to minimize waste related to shipping and installation related shipping and installation. Recyclable packaging products shall be used when practical.
7. Contractor shall remove all shipping labels, tags, glue advertisements for furniture and leave final furnishings in a clean ready to use condition.
8. Contractor is responsible to maintain supervision of all onsite labor during delivery and installation.
9. Contractor shall schedule site access with the University no less than 5 working days in advance.
10. Contractor shall remove old mattresses from a specific campus location. Contractor should consider optimal re-use of the old mattresses. For example, denotation to a domestic or international non-profit or social organization, sale or donate to licensed mattress recycler, or other appropriate re-use of the product. **DISPOSAL OF USED MATTRESSES IN A LANDFILL IS NOT AN ACCEPTABLE PRACTICE.**
11. Contractor is responsible to maintain supervision of all onsite labor during delivery.
12. **DELIVERY** – No sooner than **Wednesday, June 17, 2015**, and no later than **Friday, August 28, 2015**.
13. Other CSU campuses and their affiliates will be able to use the pricing from this agreement per ICSUAM Policy number 5204.800. “When in the best interest of the campus, formally bid and awarded contracts from other campuses or other California public agencies may be used in lieu of formal bidding requirements.”

University Responsibilities

1. University will be responsible for handling any repairs to paint, door frames, floors, stairs, corridors, elevators or any other portion of the structure or surrounding property at Contractor expense.
2. University will provide the Contractor with escorted access to the project site to determine best practices for delivery, staging and installation.
3. University will provide Contractor site plans and building floor plans upon request.
4. University will provide the Contractor with itemized floor plan layout per room for installation and furniture placement.
5. University will coordinate delivery with Contractor.
SUPPLIER NAME:

## INVITATION FOR BID COST SHEET

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>ITEM</th>
<th>2015 UNIT PRICE</th>
<th>2015 EXTENDED PRICE</th>
<th>2016 UNIT PRICE</th>
<th>2016 EXTENDED PRICE</th>
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<tr>
<td>1000</td>
<td>Extra-Long Twin Mattresses SIZE - 38” X 80” X 6”</td>
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<td>Installation</td>
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<td>950</td>
<td>Removal of Mattresses from apartments/residential halls</td>
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<tr>
<td>950</td>
<td>Recycle Mattresses</td>
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<td>950</td>
<td>Tax at 7.5%</td>
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<td>TOTAL</td>
<td>$</td>
<td>$</td>
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<td>$</td>
</tr>
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</table>

**Time to Delivery:**
See Scope of Work #12

**Terms of Payment:**
Net 30

**Date of Quotation:**

**FOB:**
Destination

**Award will go to the lowest responsible bidder for year 2015.**

The bidder’s signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the bidder has, unless exempted, complied with the nondiscrimination program requirements of Government Code 12990 and Title 2, California Administrative Code Section 8103.

Contractor’s Signature:________________________ Date:___________

Title & Phone Number:________________________
**IFB 2000008701**  
**Mattress Document Check List**

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Required Status</th>
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<tbody>
<tr>
<td>California Technical Bulletin #129-Flammability Test Procedure for Mattresses for Use in Public Buildings - Per Exhibit C</td>
<td>(required)</td>
</tr>
<tr>
<td>Boston Fire Department IX-11- Full Composite Burn Test – Per Exhibit C</td>
<td>(required)</td>
</tr>
<tr>
<td>Laboratory Test Results – Per Exhibit C</td>
<td>(required)</td>
</tr>
<tr>
<td>Cost Sheet – Exhibit E</td>
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<tr>
<td>Specification of Compliance – Exhibit G</td>
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<tr>
<td>Small Business Certificate (if applicable)</td>
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<tr>
<td>DVBE Certificate (if applicable)</td>
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</tr>
<tr>
<td>Small Business/DVBE Bidders Declaration (if applicable)</td>
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</tbody>
</table>
Specification of Compliance

The Contractor must indicate below if their bid is not in compliance with all exhibits of this bid.

YES ____________ NO ____________

If Contractor has indicated the bid does not comply in all respects, please list and explain all deviations below:

Failure to comply with these specifications may cause the bid to be deemed non-responsive.

AUTHORIZED SIGNATURE: ____________________________________________

AUTHORIZED NAME (Print): ____________________________________________

CONTRACTOR: ______________________________________________________

DATE: ____________________________________________________________