

California State University, Chico



REQUEST FOR PROPOSAL FOR SUTTER HALL FURNITURE – Student Bedrooms

Potential bidders are to notify the University at e-mail address rfp-sutterfurniture@csuchico.edu of their interest in participating in this bid opportunity. Bidders must include their address, contact person name, telephone number, fax number and e-mail address. This RFP and any associated addenda will be posted on website: www.csuchico.edu/purc/vendor/opps.shtml

PROPOSAL INFORMATION

RFP Number: 2009-07MM
Project Name: Sutter Hall Furniture – Student Bedrooms
Contact: Michael McNairn
Phone Number: (530) 898-4525

KEY DATES

(refer to additional dates on Schedule of Events, Section II)

 **Deadline for Submitting Written Questions:** **Thurs., October 22, 2009 – 4:00 p.m. PDT**
Submit via e-mail to: rfp-sutterfurniture@csuchico.edu

Proposal Due Date/Time:* **Thurs., November 5, 2009 – 4:00 p.m. PST**

Delivery Location:

California State University, Chico
Procurement & Contract Services
Attn: Michael McNairn
400 West 1st Street
Kendall Hall Room 205
Chico, CA 95929-0245

 **Finalist On-Site Presentations** **Tues.-Fri., December 1-4, 2009**

IMPORTANT: *Bidders to schedule time for a campus visit with the team that would be assigned to this project to answer questions regarding the proposal AND display the furniture that is proposed. Note only finalists will be invited if the University decides to have bidder presentations, but it behooves bidders to plan in advance for this important visit. Bidders would only be required to come one day during this time period, day & vendors TBA.*

*Proposals must be submitted sufficiently in advance of the specified proposal closing date and time. California State University, Chico assumes no responsibility for delay in delivery of the proposal to the designated delivery location by the United States Postal Service, by University Mail Services, or by any other means. Fax or e-mail proposals will not be accepted.

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SECTION I

PURPOSE AND GENERAL REQUIREMENTS

1.0 GENERAL SCOPE OF CONTRACT

California State University, Chico ("CSU, Chico", "University", or "campus") is soliciting sealed proposals from qualified and responsible vendors to **plan, design, supply, install and provide after-installation support** for residence hall furniture for SUTTER RESIDENCE HALL, located on Legion Avenue between Warner Street and Citrus Avenue on the CSU, Chico campus. This RFP is specifically for student bedrooms. Furniture for study rooms, floor lounges, dining center and other areas will be solicited through separate RFP's.

The STUDENT BEDROOM furniture to be provided will include 116 student bedrooms [106 double occupancy and 10 single occupancy]. Each student furniture set will have a loft/bunk single bed [with ladder and safety rail]; mattress; student pedestal desk; pedestal desk-top book hutch; two-position task chair; 3-drawer chest [identical height to match the student pedestal desk]; wardrobe closet tailored to fit the space allocated for each bedroom type. The University is striving to obtain – at minimum - LEED Silver Certification for the building thus it is expected that proposals will include LEED considerations for the furniture proposed. Furniture specifications are listed in Exhibits E1-E7 and Floor plan/room configuration drawings are listed in Exhibit F.

The building is currently under construction with student occupancy expected in August 2010. It is anticipated the successful vendor(s) will/could begin furniture installation in a multi-phase program as early as mid-July 2010 as fully completed bedroom floors are released to the University. Alternatively, the successful vendor(s) might elect to fully load the building in a single installation beginning 30 July 2010 and concluding not-later-than 13 August 2010 in either scenario. The project is hence on a "fast track", with the expectation that any vendor choosing to participate in the RFP will commit the resources and work diligently with manufacturers to meet the University's timeline for furniture construction, delivery and installation.

1.1 RFP OBJECTIVES

The objectives of this RFP are to partner with a vendor(s) who will work cooperatively with the University to provide 1) well-designed layouts and 2) quality, aesthetically appealing, ergonomically sound and environmentally conscious furniture, within the project timeline.

1.2 BACKGROUND INFORMATION

The SUTTER RESIDENCE HALL is a five-level, 111,000 square foot building that will accommodate 222 residence hall students, a 630-seat dining center, administrative office spaces, and auxiliary program building. Refer to www.csuchico.edu/fcp/projects/sutter for information regarding the SUTTER RESIDENCE HALL project.

1.3 PROPOSALS

The University will accept one complete proposal per bidder. The proposal will, however, include two (2) cost proposals limited to: one (1) cost proposal for bedroom furniture as described above and elsewhere in this document with a multi-phase installation and delivery schedule; and one (1) cost proposal for the same furniture with a single phase delivery and installation schedule. In either scenario all furniture must be installed not later than 13 August 2010.

1.4 CONTRACT TERM

The contract shall become effective on the date of the last signature on the Agreement, with the term extending until the completion of all work and written acceptance of installation to the satisfaction of the Trustees.

1.6 CONTRACT ISSUANCE

The contract issued against this RFP will be awarded to the responsible proposer whose proposal is determined to be the most advantageous to the University based on the evaluation factors set forth in this Request for Proposal. Price, although a consideration, will not be the sole determining factor. A University Agreement, Exhibit A, will be issued to the successful bidder.

1.7 CSU GENERAL PROVISIONS FOR ACQUISITION OF GOODS

The company awarded a contract as a result of this RFP will be required to comply with and accept the CSU General Provisions for Acquisition of Goods, Exhibit B.

1.8 INSURANCE REQUIREMENTS

The company awarded a contract as a result of this RFP and any of their subcontractors (if any) will be required to provide evidence of insurance as described in Exhibit C, Insurance Requirements, including policy endorsements.

1.9 DRIVING AND PARKING RULES FOR THE CAMPUS CORE

In an effort to better control driving and parking on the campus core and reduce the potential for injuries to persons and damage to property, the University is limiting driving and parking on campus by vendors and contractors. The company awarded a contract as a result of this RFP will be required to obtain a permit from the University Police Department, as necessary, and comply with the Driving and Parking Rules for the Campus Core located at website: www.csuchico.edu/up/parking/vendors.html

1.10 PAYEE DATA RECORD FORM

The company awarded a contract as a result of this RFP will be required to complete and return a Payee Data Record form prior to any payments being made against the contract. The form is available at website: www.csuchico.edu/purc/forms/vendorForms.shtml,

1.11 SMALL BUSINESS, MICRO BUSINESS AND DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION

The University supports statewide goals for participation of small, micro, and disabled veteran business enterprises in its contracts. As such, respondents to this RFP are to include documentation if they are a California-certified small, micro, or DVBE vendor/contractor and provide data on any small, micro or DVBE suppliers or subcontractors that will be used to satisfy the requirements of the contract and/or their efforts to solicit participation by such companies. Information on State of California Small Business, Micro Business and Disabled Veteran Business regulations is located at www.pd.dgs.ca.gov/smbus/default.htm.

SECTION II

SCHEDULE OF EVENTS

Event	Date	Time	Location
Post RFP on P&CS Website and Advertise on CSCR	October 12, 2009		The University will post the Request for Proposal on the following website: www.csuchico.edu/purc/vendor/opps.shtml Also advertised on California State Contracts Register (CSCR): www.eprocure.dgs.ca.gov Hardcopies of the RFP will be available upon request.
Deadline for Written Questions/Clarification	October 22, 2009	4:00 p.m. PDT	The University will accept final written RFP questions/clarifications e-mailed to the following e-mail address: rfp-sutterfurniture@csuchico.edu The University will post all questions and responses on the following website, as well as e-mail bidders who have submitted their intent to participate : www.csuchico.edu/purc/vendor/opps.shtml
Deadline for Receipt of Proposals	November 5, 2009	4:00 p.m. PST	California State University, Chico Procurement & Contract Services Office Kendall Hall Room 205 400 West 1 st Street Chico, CA 95929-0245 Exterior of Proposal Packaging to include: RFP 2009-07MM Sutter Hall Furniture- Student Bedrooms Due: November 5, 2009
Proposal Evaluation Period	November 9-13, 2009		Projected period for RFP evaluation committee to review and evaluate written proposals.
Target Dates for on-site bidder presentations	Nov. 30 – Dec. 4, 2009	TBD	Presentations, where RFP finalists will be asked to display their proposed furniture and answer questions about their proposed design plan, implementation plan, etc., will be on the California State University, Chico campus. Date and time, and exact location to be announced to the top contenders. The number of finalists invited for demonstrations/presentations will be at the University's discretion.
IMPORTANT: Bidders are encouraged to make advance plans for an on-site visit to the campus during the above dates. Only finalists will be invited, but it behooves bidders to have their team available and ready to attend if selected as one of the finalists.			
Target Date for Notice of Intent to Award	December 10, 2009		Tentative date for University to announce intent to award
Target Contract Award Date	By December 18, 2009		Tentative date for contract award to the successful bidder. The period between the intent to award date and contract award date will be the contract negotiation period.
Target Installation Period	July 1 to August 13, 2010		Period for selected vendor to install furniture.

NOTE: Dates past the "Deadline for Receipt of Proposals" are tentative and do not require formal addenda to change.

- * Proposal(s) must be submitted sufficiently in advance of the specified proposal closing date and time. California State University, Chico assumes no responsibility for delay in delivery of the proposal to the designated delivery location by the United States Postal Services, by University Mail Services, or by any other means. Fax or e-mail proposals will not be accepted.

Bidder Questions

Any questions, requests for interpretation or requests for information are to be sent to the e-mail address noted above no later than the date/time listed. Bidders are not to contact the Project Manager or any other evaluation team members.

Proposal Evaluations and Bidder Demonstrations

California State University, Chico has the right to accept the best proposal as submitted, without presentations. The University, however, reserves the right to request the top scoring Proposers to make an on-site visit to the University to exhibit their proposed furniture and discuss the proposal contents with evaluation committee members and user groups, if necessary. The number of bidders invited to the campus will be at the discretion of the University.

Intent to Award

After the intent to award is issued, the University may begin negotiations with the selected bidder to facilitate arrival at a contract most advantageous to the University. The contract must be in substantial accord with the terms and conditions contained in the RFP.

SECTION III

SPECIFICATIONS & REQUIREMENTS

Note: Any reference to “new” shall be construed to mean “new to the University”. As the University is striving to obtain – at minimum - LEED Silver certification for the building, proposals for refurbished/remanufactured or newly manufactured of recycled material content will be allowed if meeting other RFP specifications as well.

3.0 PLANNING AND DESIGN

3.0.1 Background

Sutter Hall + Residential Dining Center

The successful completion of the Sutter Hall building [scheduled occupancy fall 2010] will signal the implementation of the Chico State University Student Housing Master Plan. The goal of Phase 1 of the program (Sutter Hall) is to modestly increase the residence hall system (230 beds) but, just as importantly, to fully replace the residential dining center now located in Whitney Hall (circa 1969).

Sutter Hall + Residential Dining Center are concurrently being constructed adjacent to the campus core as part of the central residential quad. A University Housing programming activity center was razed to create the necessary space. To mitigate the loss of the activity center, the University received approval to build a new programming center (~8,600 gsf) with anticipated completion to coincide with the completion of Phase 1 student housing expansion (fall 2010). The programming center will provide office space for residential dining administrative offices, large meeting space [275 person capacity], Residence Hall Association offices, Residential Life resource space, and a smart classroom.

The Sutter Hall residential dining center will accommodate 635 students [approximately double the capacity of the current residential dining unit]. The servery will include five (5) distinct and separate food platform areas. Two (2) private dining areas are included within the facility design. As programmed, one (1) platform will double as an “after hours” restaurant with a separate, exterior entrance from the courtyard.

The project construction budget is \$60,000,000 with the residential dining center representing approximately twenty percent [20%] of the program construction costs.

The residential dining center is designed to accommodate all current residence hall students participating in mandatory meal plan programs [~1,250] and will provide additional capacity for subsequent student housing expansion requirements contemplated in the future.

3.0.2 Planning/Design Services

Services are to include, at a minimum:

- Plan for furniture for 116 student bedrooms [106 double occupancy and 10 single occupancy]
 - The successful vendor(s) must plan, design, place furniture orders and install the furniture as listed on the proposed move-in schedule, Exhibit D – “Sutter Hall Proposed Furniture Delivery/Installation Schedule.” It is expected the vendor will work with the Department of University Housing & Food Service on the schedule, finalize the design, and order the furniture, and then determine the building loading methodology [i.e., a floor phase option or a single delivery schedule].
 - Meet with University Housing & Food Service managers to discuss logistics and needs.

- Provision of CAD drawings of proposed residence hall bedroom areas as follows:
 - Space plan each room bedroom type
 - initial drawing/layout
 - final drawing/layout, with final changes included (if any)

- Provision of itemized component listing and cost for each space type

- Provision of design that:
 - maximizes space
 - is compliant with State Fire Marshall, ADA accessibility and other applicable codes
 - allows access to electrical and telecom outlets (i.e., does not conceal them)
 - meets timelines of University

3.1 FURNITURE

3.1.1 Basic Components, Product Scope and Specifications:

- Exhibit E1 Bed loft system [loftable/bunkable; spring platform; ladder; security railing]
- Exhibit E2 Bed mattress
- Exhibit E3 Pedestal desk w/ 3 side drawers and keyboard drawer
- Exhibit E4 Pedestal desktop book hutch
- Exhibit E5 Armless two-position sled-based desk chair with upholstered seat and back rest
- Exhibit E6 Three-drawer chest
- Exhibit E7 Wardrobe closet

3.1.2 Quality Specifications:

[Note: RFP requires bidders to submit material and construction specifications for the products proposed in order for University to evaluate quality]

- Fabric – if fabric proposed for surfaces, it must be of a grade that offers a range of pattern choices/colors, is durable, resists stains/dirt, and has flame-resistant qualities – Grade 3 or equivalent
- Laminate – if laminate (or equivalent material) proposed for surfaces, must be standard grade or better
- Other materials – standard grade or better
- Construction – finished goods must be manufactured with a level of construction to produce sturdy, durable, and safe units
- Refurbished or remanufactured units must be “like new” with no appearance of being used, worn, or otherwise compromised in any manner

3.1.3 LEED Considerations:

- Product proposed must qualify for at least one, preferably more, LEED interior credits for sustainable and green products and production processes

3.2 INSTALLATION

- 3.2.1 Installation of furniture to be sequenced in accordance with University’s move-in schedule, Exhibit D – Sutter Hall Proposed Furniture Delivery/Installation Schedule;
- 3.2.2 Installation to be in conformance with University timeline;
- 3.2.3 Installation to be coordinated with University;
- 3.2.4 Installation work to be performed by knowledgeable, skilled workers experienced in installation of the types and kinds of product purchased;
- 3.2.5 All materials, packaging, and trash shall be removed from the site upon completion of each area’s installation;
- 3.2.6 Off-gassing of manufactured furniture prior to occupancy highly desired.

3.3 WARRANTY AND AFTER-INSTALLATION SERVICE

- 3.3.1 Vendor to provide, at a minimum, manufacturer’s standard parts and labor warranty
- 3.3.2 Vendor to guarantee resources for after-installation service for repairs, as necessary, and other needs
- 3.3.3 Vendor to provide timely response to after-installation inquiries

SECTION IV

BIDDING REQUIREMENTS AND PROPOSAL SUBMITTAL INSTRUCTIONS

4.0 QUESTIONS REGARDING THE RFP

All questions or requests for interpretations or clarifications must be submitted in writing to the following e-mail address no later than the date/time specified on the RFP cover & RFP Section II: rfp-sutterfurniture@csuchico.edu. Only questions submitted to the noted e-mail address will be answered. The University's Procurement & Contract Services department is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP, and is the only office authorized to change, modify, or clarify the specifications, terms, and conditions of this RFP and any contract awarded as a result of this RFP.

4.1 ERRORS AND OMISSIONS

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP or any of its exhibits, he/she shall immediately notify, by submittal of an e-mail to the address listed in 4.0, of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarifications shall be given by written notice to all parties who have notified the University of their intent to participate in this bid opportunity.

If a proposer fails to provide notification to the e-mail address listed in 4.0, prior to the date fixed for submission of questions, of an error in the RFP known to him/her, or an error that reasonably should have been known to him/her, he/she shall respond at his/her own risk; and if awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

4.2 ADDENDA

The University may modify the RFP, any of the submittal dates, or any of its attachments, prior to the date fixed for submission of proposals by issuance of an addendum to all parties who have notified the University of their intent to participate in this bid opportunity. Addenda will be numbered consecutively and shall be posted on the Procurement & Contracts Website: www.csuchico.edu/purc/vendor/opps.shtml

4.3 ALTERNATIVE PROPOSALS

Only one proposal is to be submitted by each respondent. Multiple proposals will result in rejection of all proposals submitted by the respondent. The proposal will, however, include two (2) cost proposals limited to: one (1) cost proposal for bedroom furniture as described above and elsewhere in this document with a multi-phase installation and delivery schedule; and one (1) cost proposal for the same furniture with a single phase delivery and installation schedule.

4.4 REJECTION OF PROPOSALS

The University may reject any or all proposals and may waive any immaterial deviations in a proposal. The University's waiver of any immaterial deviation shall in no way modify the RFP documents or excuse the proposer from full compliance with the RFP specifications if he/she is awarded the contract. Proposals referring to terms and conditions other than the University's terms and conditions may be rejected as being non-responsive.

Oral communications of CSU officers and employees concerning this RFP shall not be binding on the CSU and shall in no way excuse the contractor of his/her obligations as set forth in this RFP.

The University may make such investigations as deemed necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to the University all such information and data requested by the University for this purpose. The University reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the University that the proposer is properly qualified to carry out the obligations of the contract to complete the work specified.

4.5 ERRORS IN THE PROPOSAL

If errors are found in a proposal, the University may reject the proposal.

4.6 RFP CANCELLATION

This solicitation does not obligate the University to enter into an agreement. The University retains the right to withdraw this RFP at any time should the project be canceled or it is deemed in the best interest of the University. No obligation either expressed or implied, exists on the part of the University to make an award to pay any cost incurred in the preparation or submission of a proposal.

4.7 MATERIALS MARKED PROPRIETARY OR CONFIDENTIAL

Proposers should note that marking proposal documents as “*Confidential*” or “*Proprietary*” will not exclude the document from being released as part of a public record after notice of intent to award. Proposers believing their materials to be proprietary or confidential must provide a listing, by proposal page number and paragraph, of all information identified as confidential and a justification supporting the need for such information to be kept confidential. The University will make the determination whether such materials can be released as a public record or not.

Please be advised that a blanket confidentiality or proprietary legend identifying the entire proposal as confidential or proprietary, or proposals that have had every page identified as confidential or proprietary, may cause the proposal to be rejected.

4.8 AWARD OF CONTRACT

The University reserves the right to reject any and all proposals. Award, if any, will be made to the bidder whose proposal is responsive to all RFP requirements and receives the highest number of points. Evaluation methodology and basis for award are described in Section V.

The University reserves the right to conduct discussions with proposers, to accept revisions of proposals, and to negotiate price changes. During this discussion period, the University will not disclose any information derived from proposals submitted, or from discussions with other proposers. A Notice of Intent to Award will be posted in a public place for five working days prior to the award. Individual written notification will not be made to unsuccessful proposers. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.

4.9 PROTESTS

Proposers may file a protest if they feel they have valid reason to protest the intended award of a contract. Such filing must be within five (5) working days after notification of the University's intent to award which will be posted on the website identified on the cover page of this RFP and/or e-mailed to participating vendors. The protesting Proposer must submit a full and complete written statement to the University's Director of Procurement & Contract Services detailing the facts in support of the protest. The University shall provide a decision in a timely manner. Such decision will be in writing and sent by certified or registered mail to the protesting Proposer. The decision by the University is final.

4.10 CONTRACT DOCUMENTS

Contract documents will consist of the University Agreement document. In the event of a conflict between documents, the following order of precedence shall apply:

- a. University Agreement (Exhibit A), including the CSU General Provisions for Acquisition of Goods (Exhibit B)
- b. CSU, Chico Request for Proposal 2009-07MM
- c. Contractor's Proposal

4.11 CONTRACT EXECUTION

The selected proposer and the University shall commit to execution of an agreement, in substantial accordance with the terms and conditions herein, including the Agreement (Exhibit A) and the CSU General Provisions for Acquisition of Goods (Exhibit B). Should the parties be unable to reach final agreement within a reasonable amount of time as determined by the

University, the University reserves the right to terminate negotiations and proceed with secondary and tertiary finalists.

4.12 DISPUTE RESOLUTION

Any disputes after the contract is awarded which are not resolved within a reasonable period of time by authorized representatives of the University and the Contractor 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 University for joint resolution. At the request of either Party, the University shall provide a forum for discussion of the disputed item(s), at which time the Director of Procurement & Contract Services (or designated representative) shall be available to assist in the resolution by providing guidance regarding 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 the Agreement issued as a result of this RFP.

Despite any unresolved dispute, Contractor shall continue without delay to perform its responsibilities under the Agreement provided the University continues to provide payment for all non-disputed purchases or services. Contractor shall keep accurate records of its services in order to document adequately the extent of its services under the Agreement.

4.13 PROPOSALS PROPERTY OF UNIVERSITY

Proposals become the property of the University and information contained therein shall become public documents subject to disclosure laws.

4.14 DISPOSITION OF PROPOSALS

All materials, ideas, and formats submitted in response to this RFP will become the property of the University on receipt and may be returned only at the University's option and at the proposer's expense. One copy shall be retained for official files.

4.15 NON-ENDORSEMENT

If a proposal is accepted, the proposer shall not issue any news or other statements pertaining to the award or servicing of the agreement which state or imply University endorsement of proposer's services.

4.16 GENERAL PROPOSAL SUBMITTAL INSTRUCTIONS

To be considered responsive to this RFP, proposers must submit proposals in the format identified in this section. All requirements and questions in the RFP must be addressed and all requested data must be supplied. The University reserves the right to request additional information and/or demonstrations which, in the University's opinion, is necessary to assure that the proposer has the resources and the abilities to adequately perform the work of the contract. It is presumed the quality assurance standards employed in the preparation and delivery of the proposal is reflective of the proposer's overall quality assurance standards to be used in the performance of the contract. Emphasis should be on completeness and clarity of content.



4.17 NUMBER OF PROPOSAL COPIES (5 hardcopies)

The Proposer is to provide a minimum of **five (5) complete hardcopy proposals**. One proposal should be submitted as an original copy marked "original". The original will be the reference point for resolving and discrepancies found in others copies.



4.18 SUBMISSION OF PROPOSALS

4.17.1 The external proposal packaging (envelope) is to be marked as follows:

RFP 2009-07MM

Sutter Hall Furniture - Student Bedrooms

Due Date: November 5, 2009, 4:00 p.m. PST

4.17.2 Proposals must be received no later than the date and time specified on the RFP cover sheet.

4.17.3 Proposals must be submitted to the delivery location specified on the RFP cover sheet.

4.17.4 **Facsimile (fax) proposals and electronic mail proposals will not be accepted.**



4.19 PROPOSAL FORMAT AND CONTENT

Proposals must be organized into distinctive sections that correspond with the following content requirements. Each distinctive section is to be titled and material related to that category contained therein. Proposals must be capable of being understood without reference to other documents and provide, at a minimum, the following sections presented in the order described below:

PROPOSAL SECTION 1

PROPOSAL CERTIFICATION (Proposal Form 1)

Provide Proposal Certification signed by an authorized officer of the firm who has legal authority to commit the company to the proposal offering. **An unsigned Proposal Certification will be cause for the proposal to be rejected.**

PROPOSAL SECTION 2

VENDOR QUALIFICATIONS AND EXPERIENCE

- provide company background, history & year of establishment
- identify company team of individuals who will be assigned to University's project – include names, titles, experience, certifications/training, and roles they will play in project (e.g., lead designer, installer, etc.)
- identify experience in installations and support of projects comparable in scope and magnitude to this project
- identify type of organization – individual, partnership, corporation, other (specify)
- identify number of company employees
- what resources, and services provided at no charge, are committed for after-installation repair and other needs
- identify experience in assisting customers to obtain LEED points

PROPOSAL SECTION 3

PROPOSED WORKSTATION FURNITURE

- identify manufacturer and associated style name (if any) for proposed furniture
- identify fabric grade proposed for furniture (if fabric is utilized)
- provide a complete description and descriptive literature for proposed furniture, including:
 - literature on the construction of furniture components (e.g., specific detail on materials utilized for surfaces, cabinetry, finishes, thickness of panels, framing material, gauge of metal, edging, etc.)
 - literature on all available components for proposed furniture, complete with current list pricing
- provide fabric, laminate, framing or other color/material choices for proposed furniture; identify quality grades or levels
- provide warranty (parts and labor) for proposed furniture
- provide standard furniture configurations for the product proposed
- describe, in detail, how the proposed furniture, along with vendor's efforts, will assist the University in obtaining LEED points; provide supporting documentation as available

PROPOSAL SECTION 4

PLANNING, DESIGN & INSTALLATION

- Describe, in detail, your plan for the design phase of the University's project, including planned timeline, how you would assist the University in designing student bedrooms.
- Describe, in detail, your plan for phasing the installation of all furniture in accordance with the University's move-in schedule.
- Describe your plan, if any, for off-gassing of furniture.

**PROPOSAL
SECTION 5**

COST PROPOSAL FOR STUDENT BEDROOM FURNITURE (Proposal Form 2)

- Provide Proposal Form 2, complete with listing of all components/costs for furniture as described in Exhibits E1 through E7, plus design/planning and installation costs, and estimated deliver/freight and handling charges. This cost proposal should include two separate costs for the two types of delivery/installations: Option A - multi-phased delivery/installation and Option B - single-phase delivery/installation. The cost proposal will be evaluated using the average of the two delivery/installation costs.

**PROPOSAL
SECTION 6**

CUSTOMER REFERENCES (Proposal Form 3)

Provide customer references on the Customer Reference form, preferably recent installations at institutions of higher education. The University reserves the right to contact references provided by the vendor, or any other company clients of which the University is aware.

**PROPOSAL
SECTION 7**

ADMINISTRATIVE DOCUMENTS

Provide following with proposal:

- **Listing of Suppliers & Subcontractors to Be Utilized for Contract Work (Proposal Form 4)**
Provide listing of any suppliers or subcontractors that will be providing goods or services for fulfilling responsibilities of the contract.
- **Office of Small Business & DVBE Certification (OSDC) Letter** (if applicable)
Provide copy of OSDC letter certifying status as a small, micro or DVBE business if bidder is such.

SECTION V

EVALUATION CRITERIA AND AWARD OF CONTRACT

5.0 EVALUATION TEAM

Proposals will be evaluated by an evaluation team comprised of representatives from various California State University, Chico departments, including but not limited to representatives from University Housing & Food Service, Facilities Planning, Environmental Health & Safety, and Procurement & Contract Services.

5.1 EVALUATION PROCESS

All proposals will be reviewed and evaluated on the following:

Phase One Evaluation: (Administrative Review) Compliance with submittal requirements including, but not limited to meeting:

- Bid proposal submittal date/time
- Minimum content and format

If a proposal fails to meet the above criteria, it will be eliminated from further consideration.

Phase Two Evaluation: Proposals will be evaluated for overall quality, clarity and concise presentation. It will be presumed that the quality assurance standards employed in the preparation and delivery of the proposal is reflective of the vendor's overall quality assurance standards to be used in performance of the contract.

Proposals will be reviewed and evaluated based on the following criteria:

- | | |
|---|------------------|
| A. Vendor Qualifications, Experience, Resources, & References | 15 points |
| Evaluation considerations will include, <u>but not be limited to</u> : | |
| <ul style="list-style-type: none">▪ How qualified the vendor is in providing services required of this RFP▪ How experienced the vendor is in providing the services required of this RFP▪ Resources available to implement and support the installation (e.g., qualified personnel)▪ Customer references | |
| B. Proposed Furniture | 25 points |
| Evaluation considerations will include, <u>but not be limited to</u> : | |
| <ul style="list-style-type: none">▪ How well the proposed furniture meets the RFP specifications▪ Quality of the proposed furniture▪ Aesthetic qualities of proposed furniture▪ Ergonomic features of proposed furniture▪ Color, material, surface choices available for proposed furniture | |
| C. Design, Delivery and Installation Plans | 10 points |
| Evaluation considerations will include, <u>but not be limited to</u> : | |
| <ul style="list-style-type: none">▪ How well the proposed design plan meets University needs▪ How well the proposed installation plan meets University needs▪ How experienced the vendor is in performing like installations under a compressed timeline▪ How well the plans meet the University's timelines | |
| D. Warranty and Follow up Service | 15 points |
| Evaluation considerations will include, <u>but not be limited to</u> : | |
| <ul style="list-style-type: none">▪ How extensive the furniture warranties are (parts & labor)▪ Resource commitment for after-installation repair and other needs (personnel)▪ Response time commitments of vendor | |

E. LEED Considerations	Evaluation considerations will include, <u>but not be limited to</u> : <ul style="list-style-type: none"> ▪ How well vendor’s proposal assists the University in gaining LEED point(s) 	15 points
F. Cost	For evaluation purposes, the cost component will be evaluated based on the total cost for all the bedroom furniture proposed with the average cost of the two delivery/installation options. All costs should be listed on Proposal Form 2, which includes the total cost for all furniture components listed in Exhibits E1-E7, Design/Planning, Freight, Delivery, Installation and Sales Tax. The estimated delivery charge shall include <u>all</u> shipping & handling & any other associated costs. The design and installation costs are to be provided for all the work described within the RFP for 116 student bedrooms [106 double occupancy and 10 single occupancy] totaling 222 total bedroom furniture sets. Points will be assigned in this category by adding all of the bidder’s costs as defined above, with the bidder having the lowest cost receiving the full points for the cost category. Point assignment in the cost category for non-low cost proposals will be determined by the following formula: $\frac{\text{Low Bidder's Cost}}{\text{Bidder's Cost}} \times \text{Total Possible Points for Cost Category} = \text{Points Assigned}$	20 points
TOTAL AVAILABLE POINTS		100 points

The evaluation team will assign points for each of the categories above based on proposal responses.

Phase Three Evaluation:

After initial scoring, the University **may** invite the companies receiving the highest points to provide a demonstration of their proposed furniture and to answer questions regarding their submittal. The number of companies invited to make a presentation will be at the discretion of the University. The University may also invite campus users to provide input on the proposed furniture.

Further reference checks may be made, and financial documentation may be requested and evaluated to determine financial responsibility of bidders.

After the presentations and/or further financial information reviewed, if any, the short listed bidders will be evaluated and scored with a possibility of up to an additional 10 points. The final total scoring for evaluations for the complete RFP will be the sum of Phase 2 and Phase 3 points for a total possibility of 110 points.

Points will be awarded based on the following scale:

Excellent	up to	100% of possible points
Above Average	up to	75% of possible points
Satisfactory	up to	50% of possible points
Fair	up to	25% of possible points
Not Satisfactory or Non-Responsive		0% of possible points

5.2 APPLICATION OF PREFERENCES

• **Small Business Preference**

If bidder is a certified Small or Micro Business in the State of California and appropriate documentation is provided to substantiate the certification, a 5% preference will be applied. In accordance with Title II, Article 2, Paragraph 1896.8, the preference points will be determined by calculating 5% of the highest points received by a non-small/micro business and adding resultant points to all California-certified small/micro business evaluations.

The web site for Small Business Certification is: www.pd.dgs.ca.gov/smbus/default.htm

- **Enterprise Zone Act (EZA)** – not applicable for this RFP; award will be made to the proposer receiving the highest number of points, not on the basis of lowest responsible and responsive bidder meeting specifications.
- **Target Area Contract Preference Act (TACPA)** – not applicable for this RFP; award will be made to the proposer receiving the highest number of points, not on the basis of lowest responsible and responsive bidder meeting specifications.

5.3 AWARD OF CONTRACT

Award of a University Agreement will be made to the responsive and responsible bidder receiving the highest number of points.

CSU GENERAL PROVISIONS
for
ACQUISITION OF GOODS
REV. 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 foreseeably 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.
- (d) The provisions of Executive Order 11246, as amended (Equal Employment Opportunity/Affirmative Action), Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212 or VEVRAA), and Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793), and the implementing regulations found at 41 CFR 60-1&2, 41 CFR 60-250, and 41 CFR 60-741, respectively, are hereby incorporated by reference.
- (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 Contract.

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 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.

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 protect 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.

38. Insurance Requirements

Insurance requirements are as described in the RFP and/or contract document

California State University, Chico

INSURANCE REQUIREMENTS

General, Employer and Business Automobile Liability, Workers Compensation, & Policy Endorsements

Evidence of the following insurance coverage must be provided to and approved by the University prior to commencement of services. Please contact Trudy Dahlmeier at (530) 898-5137, should you have questions about the requirements. It may be helpful to provide a copy of this document to your insurance agent and/or insurer. The original Certificates of Insurance and Policy Endorsements are to be sent to:

California State University, Chico
Procurement and Contract Services
400 West 1st Street
Kendall Hall Room 206
Chico, CA 95929-0244
Fax No. (530) 898-6190

REQUIRED MINIMUM LIMITS OF INSURANCE

General Liability (comprehensive or commercial form)	\$1,000,000 per occurrence, \$2,000,000 aggregate
Employer Liability	\$1,000,000
Business Automobile Liability (owned, scheduled, non-owned or hired)	\$1,000,000 per occurrence
Workers Compensation Insurance	As required under California State Law

Note: Other means or combination of protection may be acceptable (e.g., self insurance pools, primary or excess risk retention groups, umbrella policies) if approved by the University's Risk Manager.

CERTIFICATE HOLDER

The Certificate Holder is to be identified as:

Risk Manager
California State University, Chico
Chico, CA 95929-0130

REQUIRED LANGUAGE TO BE PROVIDED ON POLICY ENDORSEMENTS

With the exception of workers compensation insurance, all certificates of insurance shall be endorsed to contain the following provisions. Please ensure the wording on the endorsements is exactly as shown below:

The State of California; the Trustees of The California State University; California State University, Chico; and the officers, employees, volunteers and agents of each of them are included as additional insureds.

Coverage shall not be cancelled, modified, or reduced without thirty (30) days advance written notice to the University, delivered by certified mail, return receipt requested.

OTHER REQUIREMENTS:

1. Each insurer shall have an A.M. Best (or equivalent) rating of at least A:VII unless otherwise agreed to by the University.
2. Original certificates of insurance and policy endorsements are required. Documentation may be faxed, but must be followed via mail with original documents.
3. Certificates of insurance and policy endorsements must be approved by the University prior to commencement of services by the Contractor/Vendor.
4. The Contractor/Vendor's insurance coverage shall be primary. The self-insurance maintained by the University, its Trustees, officers, employees, or volunteers shall be excess of the Contractor/Vendor's insurance and shall not contribute with it.

5/07

EXHIBIT D
Sutter Hall Proposed Furniture Delivery/Installation Schedule
Student Bedrooms - Residence Hall

A: Multi-Phased Turnover and Installation Schedule

Projected Turnover Date	Residence Hall Building / Area Turned Over *
7/8/2010	Residence Hall Building (Basement & 2nd Floor)
7/15/2010	Residence Hall Building (3rd Floor)
7/22/2010	Residence Hall Building (4th Floor)
7/29/2010	Residence Hall Building (5th Floor)
7/29/2010 to 8/13/2010	MEP Start-up and Commissioning
8/13/2010	Substantial Completion of All Buildings, Including 1st Floor Dining *
8/16/2010	Student Move-in

* Owner move in by floor assumes Fire Marshal approval of move-in with live sprinkler system. After initial review of the Fire Alarm System it appears that the Fire Alarm could be activated by building and area as indicated above if necessary.

B: Single-Phase Installation Schedule

Projected Date	Residence Hall Building / Area
7/30/2010	Residence Hall Building (Basement and 2 nd , 3 rd , 4 th and 5 th Floors)
8/13/2010	Substantial Completion of All Buildings, Including 1st Floor Dining
8/16/2010	Student Move-in

COMPONENT	BED LOFT SYSTEM
DIMENSIONS	39 1/4" W x 3" D x 34 1/2" H OD
MATERIALS	Please provide documentation describing the type of wood to be used.
QUANTITY	222
DESCRIPTION	
Bed End design	Each bed end will consist of two bed posts and three spreaders. The bed post shall be kiln-dried Oak or Maple. Each post will be 3" x 3" x 36" and have chamfered edges. The spreaders shall be made out of a full 1" thick kiln dried Oak or Maple (1" x 3 1/2"). Each spreader must be attached to the bed post with two 1/2" diameter dowels at each end set under pressure. An adequate amount of aliphatic resin glue must be used at each dowel joint.
Bed Platform Adjustability	Beds must be multi-position, 12 adjustable settings in the headboard and footboard with the ability to be set as bunks is preferred.
Loft Kit	Each bed system will be loft-able requiring the necessary secondary bed end system for the primary bed platform unit.
Loft Stabilizer feature	Loft stabilizer system should be thru-bolted thru the cross-member and pre-drilled holes in the edge of the bed spring.
Hardware	The bed loft system should be tool-less and/or hardware-less in assembly design. Each post will have a metal tool-less/hardware-less insert to accept the wedge-lock brackets from the bed springs or loft kit stabilizer panel. The tool-less/hardware-less insert shall be completely made of metal with an integral metal backing plate to insure metal-to-metal contact with the wedge-lock bracket. Tool-less/hardware-less metal brackets shall be electro-statically coated with polyester dry powder and baked at 400 degrees. Preferred color is textured black.
Guard/Safety Rail	Guard rail should attach to the inside of the bed post above the top spreader via 1/4-20 bolt and a metal threaded insert in the post.
Ladder	Mounting ladder of durable design is specified.
General Constructability Requirements	All exposed wood surfaces (including both front and back of panels) must be finished to match other pieces. Panels must be clamped and fastened securely to post with mortise and tenon joints, which must extend fully into mortise cut to attain maximum strength. Tenon must be double doweled with 3/8" x 2 1/4" deep, achieving the highest maximum strength. (Dowel pin panel construction is not acceptable.)
Finish	All exposed sides and internal exposed surfaces on any three dimensional items must be finished and sealed to ensure a full barrier and must be suitable for construction grade institutional use quality. Finish selection selected by the University is a Natural finish. Spray with sanding sealer, sanded with sand paper, final top coat using clear catalyzed or equal lacquer with 40 sheen finish. Please provide samples of finish. Please describe your company's finish process.
Components	Components must be 100% finished in accordance with the standard specification finishes you describe in the response to this RFP. All exterior/interior parts must be smooth finish to the touch.
Floor levelers	All cases must have high quality grade floor levelers. Levelers must be nylon tipped and are recessed mounted to prevent floor markings.
LEED Credit Documentation	Company will provide any/all "Materials and Resources" documentation to assist the University in obtaining maximum LEED credit toward the project. This will include but not be limited to: manufacturing processing and delivery relative to Chico, California; manufacturing certifications; regional materials; recycled content; rapidly renewable materials; low-emitting materials [low VOC]; GreenGuard certification; certified wood credit [if applicable] – if this carries a mark-up premium, please quote as an "add alternate" for evaluation purposes.
General Specification	All hardwood to be used for finish work shall be absolutely clear and free from knots, torn grain, checks, shakes, splits, cracks, sap, or other defects which may affect the structural integrity of the product. Moisture content should be maintained throughout manufacture to insure complete structural stability. Please describe the manufacture process used to insure complete structural stability.
Warranty	Unit must be warranted against defects in materials and workmanship for a period of at least ten (10) years from date of delivery. Laminate, plywood, and or veneer is not acceptable where solid wood is specified. All furniture must be produced, finished, and assembled by the same manufacturer.

COMPONENT	BED LOFT MATTRESS PLATFORM
DIMENSIONS	36" x 80"
MATERIALS	Please provide documentation describing the type materials to be used.
QUANTITY	222
DESCRIPTION	
Steel Bed Spring Construction	AT MINIMUM: All components are fabricated from 54,000-PSI minimum yield strength HRP&O steel tubing. End sections are of 1 ½" square tubing, side sections are 2 inch by 1 inch rectangular steel tubing all with 14 gauge (0.083") wall thickness. Two specially designed hook plates of 10-gauge thickness are MIG welded to each side section. The side sections are notched on the inside to allow end insertion, which positively aligns and locks the end and side sections together before welding. After each component is processed they are accurately welded to insure total unitized frame integrity. The spring surface is made up of 16 rows of 9 gauge sinuous spring wire with "Z" hooks on each end. There are six rows of 12 gauge connecting links between each row of sinuous springs for a total of 90 links. There are five 12 gauge helical springs with 16 turns and ¾" diameter, on each end of the spring frame. All spring components are inserted inside the tubular frame leaving it both tamper-proof and free of sharp edges. The bedsprings are washed, phosphated and non-chromic sealed in seven stages. They are electrostatic coated with polyester dry powder and baked at 400 degrees. Preferred color is textured black.
Bed Platform Adjustability	Beds must be multi-position, 12 adjustable settings in the headboard and footboard with the ability to be set as bunks is preferred.
Hardware	The bed loft mattress platform system should be tool-less and/or hardware-less in assembly design. Each post will have a metal tool-less/hardware-less insert to accept the wedge-lock brackets from the bed springs or loft kit stabilizer panel. The tool-less/hardware-less insert shall be completely made of metal with an integral metal backing plate to insure metal-to-metal contact with the wedge-lock bracket. Tool-less/hardware-less metal brackets shall be electro-statically coated with polyester dry powder and baked at 400 degrees. Preferred color is textured black.
Finish	All exposed sides and internal exposed surfaces on any three dimensional items must be finished and sealed to ensure a full barrier and must be suitable for construction grade institutional use quality. Please describe your company's finish process.
Components	Components must be 100% finished in accordance with the standard specification finishes you describe in the response to this RFP. All exterior/interior parts must be smooth finish to the touch.
Floor levelers	All cases must have high quality grade floor levelers. Levelers must be nylon tipped and are recessed mounted to prevent floor markings.
LEED Credit Documentation	Company will provide any/all "Materials and Resources" documentation to assist the University in obtaining maximum LEED credit toward the project. This will include but not be limited to: manufacturing processing and delivery relative to Chico, California; manufacturing certifications; regional materials; recycled content; rapidly renewable materials; low-emitting materials [low VOC]; GreenGuard certification; certified wood credit [if applicable] – if this carries a mark-up premium, please quote as an "add alternate" for evaluation purposes;
Warranty	Unit must be warranted against defects in materials and workmanship for a period of at least ten (10) years from date of delivery.

COMPONENT	BED MATTRESS
DIMENSIONS	36" x 80"
MATERIALS	Please provide documentation describing the type materials to be used.
QUANTITY	222
DESCRIPTION	
Innerspring Mattress Construction & Material Specifications	312-13 GA. W/6 GA. border wire. Edge supports shall be placed evenly around the perimeter of the unit for additional edge support. The innerspring unit shall then be completely covered by polyester fiber padding assuring both support and firmness. A one [1] inch layer of 1.5 fire retardant foam shall be placed over the insulation padding. The mattress will be encased a full fire retardant sock and flanged to prevent fabric roll-over. The entire unit shall be covered with vinyl fire retardant material. Mattress shall meet California technical bulletin 129.
Flammability of Product	Vendor should provide documentation which affirms product flammability test results as determined by the State of California, Department of Consumer Affairs, Bureau of Home Furnishings & Thermal Insulation, Flammability of Upholstered Furniture, Technical Bulletin 106 [dated January 1986] and referenced in Code of Federal Regulations, Title 16, Chapter 11 [1/1/99 Edition], Subchapter d, Part 1632 "Standard for the Flammability of Mattresses and Mattress Pads [FF 4-72, Amended], Section 1632.4 and/or any regulatory agency standards, codes, bulletins or regulations which supersede those cited above.
LEED Credit Documentation	Company will provide any/all "Materials and Resources" documentation to assist the University in obtaining maximum LEED credit toward the project. This will include but not be limited to: manufacturing processing and delivery relative to Chico, California; manufacturing certifications; regional materials; recycled content; rapidly renewable materials; low-emitting materials [low VOC]; GreenGuard certification; certified wood credit [if applicable] – if this carries a mark-up premium, please quote as an "add alternate" for evaluation purposes;
Warranty	Unit must be warranted against defects in materials and workmanship for a period of at least ten (10) years from date of delivery.

COMPONENT	PEDESTAL DESK with 3-SIDE DRAWERS and KEYBOARD DRAWER
DIMENSIONS	42" W x 24" D x 30" H
MATERIALS	Please provide documentation describing the type of wood to be used.
QUANTITY	222
DESCRIPTION	
Top	High pressure plastic laminate (minimum thickness 0.032") lay up on 3/4" thick 45 lb. density particleboard center panel with a phenolic backing sheet; all edges are sealed with matching 3mm PVC edge-banding. Solid wood edges are optional. The top is attached to desk frame by using 1 1/4" #8 Phillips flat-head screws.
Side Panels	3/4" solid plain sawn northern red oak or eastern rock maple
Drawer Construction	Drawer faces must be protected from side impact via full-length side panels. Exposed side drawers, when drawer is closed, shall not be accepted. All four sides of the drawers must be no less than 25/32" thick solid wood that is constructed with dovetails (Old English preferred.) Drawer bottoms are glued into all four dado grooved drawers sides and must be no less than 1/4" thick plywood. Drawers must be supported with four corner blocks that are glued and nailed. Drawers must be supported with a stretcher that is mortise and tenoned into the front and back of the drawer. 100 lbs test epoxy coated full extension drawer slides with positive in/out stop.
Drawer Fronts	3/4" solid plain sawn northern red oak or eastern rock maple with a plunge pull or blind pull.
Drawer Sides	7/16" finished 5-ply hardwood.
Drawer Bottoms	The keyboard tray will receive a 3/4" oak or maple veneer panel; all other drawers will receive 1/4" white hardboard.
Drawer Tracking	Side mounted; the keyboard tray will receive 100 lb. precision tracking; all other drawers will receive 100 lb test steel side tracking with positive in/out stops.
Keyboard Drawer	Keyboard drawer bottom must be no less than 25/32" thick solid wood. The keyboard tray will receive a 3/4" oak or maple veneer panel. Drawer front must have a sculpted keyboard cutout.
Back	1/4" white hardboard. 1/4" or 1/2" Oak or maple veneer on seven-ply hardwood veneer core stock is optional. The back is screwed to the frames with 1" #8 Phillips flat-head screws.
Back Spreader	3/4" thick solid oak or maple thru-bolted to end and drawer-unit side; (2) 1/4" / 20 bolts on each end – (4) bolts total.
Optional Pull-Out Tray	High pressure plastic laminate (minimum thickness 0.032") lay up on 3/4" thick 45 lb. density particleboard center panel with a phenolic backing sheet; all edges are sealed with matching 1mm PVC edge-banding. The pull-out tray would be located above the top drawer.
Lockable Drawer	The top drawer will include a swivel-lock device to accept a user-provided padlock.
Toe Kicks (Bases)	3/4" thick solid oak or maple held up 1/4" from bottom edge of sides.
Frame	Cases must be constructed using a frame in frame construction method. Four sided frames must be no less than 25/32" thick solid wood and must be constructed with mortise and tenon joints that are secured with glue and nails. Frames must be placed at the top and at each drawer level of the case and fastened with glue, dowels and screws to the side panels that are no less than 25/32" thick solid wood. A frame must be placed in the vertical plain in the knee space opening. Frame must be placed at the back of the opening and should be glued, doweled and screwed to the side panels. Finished back must be 1/2" plywood and dado grooved into side panels and fastened with screws. Back must have a grommet hole place behind the keyboard drawer.
Unit Modularity	Desk must be uniform for all components, so that all component sizes and dimensions are interchangeable and blue printed as well as individually mastered numbered to ensure long term replace-ability of components.
General Constructability Requirements	The framing inside shall consist of a solid hardwood frame at each drawer level. Each individual frame is to be lap jointed, glued, and stapled in all four corners. The top and back are also screwed to the interior framing using #8 Phillips flat-head screws. Internal framing allows for complete replacement of exterior component pieces. The base of the pedestal unit will have four corner blocks glued and screwed into place (1 3/4" x 3 1/2"). Drawer boxes are made of 7/16" thick five-ply finished hardwood veneer plywood that is assembled using old-fashioned and time-tested finger dovetail joinery. The drawer bottoms are made from 1/4" thick hardboard. Particleboard is not utilized in the construction of drawers due to its low screw retention values. Side-mounted heavy-duty metal drawer tracking is screwed into the side panels with four #6 x 5/8" pan head screws and rests on top of the internal frame. Tracking shall have a 100 lb test load capacity and include drawer stops.

EXHIBIT E3 – PRODUCT SCOPE

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Finish	All three dimensional items must be finished and sealed to ensure a full barrier and must be suitable for construction grade institutional use quality. Finish selection selected by the University is a Natural finish. Spray with sanding sealer, sanded with sand paper, final top coat using clear catalyzed or equal lacquer with 40 sheen finish. Please provide samples of finish and provide description of your company's finish process.
Floor levelers	All cases must have high quality grade floor levelers. Levelers must be nylon tipped and are recessed mounted to prevent floor markings.
LEED Credit Documentation	Company will provide any/all "Materials and Resources" documentation to assist the University in obtaining maximum LEED credit toward the project. This will include but not be limited to: manufacturing processing and delivery relative to Chico, California; manufacturing certifications; regional materials; recycled content; rapidly renewable materials; low-emitting materials [low VOC]; GreenGuard certification; certified wood credit [if applicable] – if this carries a mark-up premium, please quote as an "add alternate" for evaluation purposes;
General Specification	All hardwood to be used for finish work shall be absolutely clear and free from knots, torn grain, checks, shakes, splits, cracks, sap, or other defects which may affect the structural integrity of the product. Moisture content should be maintained throughout manufacture to insure complete structural stability. Please describe the manufacture process used to insure complete structural stability.
Warranty	Unit must be warranted against defects in materials and workmanship for a period of at least ten (10) years from date of delivery. Laminate, plywood, and or veneer is not acceptable where solid wood is specified. All furniture must be produced, finished, and assembled by the same manufacturer.

COMPONENT	PEDESTAL DESKTOP BOOK HUTCH
DIMENSIONS	40" W x 9" D x 26" H
MATERIALS	Please provide documentation describing the type of wood to be used.
QUANTITY	222
DESCRIPTION	
Top	¾" thick solid plain sawn northern red oak or eastern rock maple; all exposed edges should have a shortened half round radius.
Side Panels	¾" solid plain sawn northern red oak or eastern rock maple
General Constructability Requirements	Side panels are joined to the spreaders and shelf panel with ½" diameter hardwood dowels glued and set under pressure. All joints shall be attached by a minimum of two dowel pins at each spreader joint. All dowel joints shall be reinforced with screws.
Unit Modularity	Desktop book hutch must be uniform for all components so that all component sizes and dimensions are interchangeable and blue printed as well as individually mastered numbered to ensure long term replace-ability of components if applicable.
Connectivity	The pedestal desktop book hutch should have a fastener system that will anchor the book hutch to the desk top [i.e., pins in a vertical plane between the desk top and book hutch base which prevent sliding/movement.
Finish	All three dimensional items must be finished and sealed to ensure a full barrier and must be suitable for construction grade institutional use quality. Finish selection selected by the University is a Natural finish. Spray with sanding sealer, sanded with sand paper, final top coat using clear catalyzed or equal lacquer with 40 sheen finish. Please provide samples of finish and provide description of your company's finish process.
LEED Credit Documentation	Company will provide any/all "Materials and Resources" documentation to assist the University in obtaining maximum LEED credit toward the project. This will include but not be limited to: manufacturing processing and delivery relative to Chico, California; manufacturing certifications; regional materials; recycled content; rapidly renewable materials; low-emitting materials [low VOC]; GreenGuard certification; certified wood credit [if applicable] – if this carries a mark-up premium, please quote as an "add alternate" for evaluation purposes;
General Specification	All hardwood to be used for finish work shall be absolutely clear and free from knots, torn grain, checks, shakes, splits, cracks, sap, or other defects which may affect the structural integrity of the product. Moisture content should be maintained throughout manufacture to insure complete structural stability. Please describe the manufacture process used to insure complete structural stability.
Warranty	Unit must be warranted against defects in materials and workmanship for a period of at least ten (10) years from date of delivery. Laminate, plywood, and or veneer is not acceptable where solid wood is specified. All furniture must be produced, finished, and assembled by the same manufacturer.

COMPONENT	ARMLESS TWO-POSITION SLED-BASE DESK CHAIR
DIMENSIONS	See specifications below
MATERIALS	Please provide documentation describing the type of wood to be used.
QUANTITY	222
DESCRIPTION	
Chair Frame	Solid beech, red oak or eastern rock maple with grain running full length.
Upholstery	Commercial grade fabric that meets all federal and state specifications. The upholstered seat and back will have a solid hardwood frame. The seat and back foam will be a high density polymeric material with a heat resistant and fire resistant rating. Fabric and foam will comply with California Bulletin #117.
General Constructability Requirements	<p>Legs, Back and Seat Supports 20 plys of 1/169 hardwood laminations, pressed, formed, and finished to 11/49 with a 3/169 machine radius.</p> <p>Front and Rear Rails Solid hardwood 3/49 x 31/89 front rail and 3/49 x 31/49 rear rail, mortise and tenon joined and glued into the legs.</p> <p>Seat <i>Upholstered</i> seat is a removable panel made of 7 plys of 1/169 hardwood laminations, pressed, formed and finished to 7/169, covered with a 11/29 thick high quality polyurethane foam cushion and fabric. <i>Wood</i> seat is a removable panel made of 11 plys of 1/169 hardwood laminations, pressed, formed and finished to 11/169.</p> <p>Back <i>Upholstered</i> back is a two-panel construction made of a removable rear panel of 4 plys of 1/169 hardwood laminations finished to 1/49 with either a wood finish or fabric covered back, and a removable front cushion panel with a core of 3 plys of 1/169 hardwood laminations, pressed, formed and finished to 3/169, covered with a 19 thick high quality polyurethane foam cushion and fabric. Panels are attached to the back supports using metal-to-metal fasteners.</p> <p>Glides 7/89 Plastitak, beige 7/89 Chrome/Rubber Cushion Standard on all 4 leg models; specify choice with order.</p>
Finish	All three dimensional items must be finished and sealed to ensure a full barrier and must be suitable for construction grade institutional use quality. Finish selection selected by the University is a Natural finish. Spray with sanding sealer, sanded with sand paper, final top coat using clear catalyzed or equal lacquer with 40 sheen finish. Please provide samples of finish and provide description of your company's finish process.
LEED Credit Documentation	Company will provide any/all "Materials and Resources" documentation to assist the University in obtaining maximum LEED credit toward the project. This will include but not be limited to: manufacturing processing and delivery relative to Chico, California; manufacturing certifications; regional materials; recycled content; rapidly renewable materials; low-emitting materials [low VOC]; GreenGuard certification; certified wood credit [if applicable] – if this carries a mark-up premium, please quote as an "add alternate" for evaluation purposes;
General Specification	All hardwood to be used for finish work shall be absolutely clear and free from knots, torn grain, checks, shakes, splits, cracks, sap, or other defects which may affect the structural integrity of the product. Moisture content should be maintained throughout manufacture to insure complete structural stability. Please describe the manufacture process used to insure complete structural stability.
Warranty	Unit must be warranted against defects in materials and workmanship for a period of at least ten (10) years from date of delivery. Laminate, plywood, and or veneer is not acceptable where solid wood is specified. All furniture must be produced, finished, and assembled by the same manufacturer.

COMPONENT	THREE-DRAWER CHEST
DIMENSIONS	30" W x 19" D x 30" H
MATERIALS	Please provide documentation describing the type of wood to be used.
QUANTITY	222
DESCRIPTION	
Top	High pressure plastic laminate (minimum thickness 0.032") lay up on 3/4" thick 45 lb. density particleboard center panel with a phenolic backing sheet; all edges are sealed with matching 3mm PVC edge-banding. Solid wood edges are optional. The top is attached using 1 1/4" #8 Phillips flat-head screws.
Side Panels	3/4" solid plain sawn northern red oak or eastern rock maple
Drawer Construction	Drawer faces must be protected from side impact via full-length side panels. Exposed side drawers, when drawer is closed, is not acceptable. Drawers must be equal in size for uniform replace-ability. All four sides of the drawers must be no less than 25/32" thick solid wood that is constructed with dovetails (Old English preferred.) Drawer bottoms are glued into all four dado grooved drawers sides and must be no less than 1/4" thick plywood. Drawers must be supported with four corner blocks that are glued and nailed. Drawers must also be supported with two stretchers that are mortise and tenoned into the front and back of the drawer. 100 lbs test epoxy coated full extension drawer slides with positive in/out stop.
Drawer Fronts	3/4" solid plain sawn northern red oak or eastern rock maple with a plunge pull or blind pull
Drawer Sides	7/16" finished 5-ply hardwood
Drawer Bottoms	1/4" white hardboard
Drawer Tracking	20" vinyl or epoxy coated metal tracking with 100lb. static and 75 lb. dynamic load test; side mounted with positive in/out stops and 3/4 extension
Back	1/4" white hardboard. 1/2" Oak or maple veneer on seven-ply hardwood veneer core stock is optional. The back is screwed to the frames with 1" #8 Phillips flat-head screws.
Lockable Drawer	The top drawer will include a swivel-lock device to accept a user-provided padlock.
Toe Kicks (Bases)	3/4" thick solid oak or maple held up 1/4" from bottom edge of sides
Frame	Cases must be constructed using a frame in frame construction method. Four sided frames must be no less than 25/32" thick solid wood and must be constructed with mortise and tenon joints that are secured with glue and nails. Frames must be placed at the top and at each drawer level of the case and fastened with glue, dowels and screws to the side panels that are no less than 25/32" thick solid wood. Finished back must be 1/2" plywood and dado grooved into side panels and fastened with screws.
Unit Modularity	Chest must be uniform for all components, so that all component sizes and dimensions are interchangeable and blue printed as well as individually mastered numbered to ensure long-term replace-ability of components.
General Constructability Requirements	The framing inside shall consist of a solid hardwood frame at each drawer level. Each individual frame is to be lap jointed, glued, and stapled in all four corners. The frames are then screwed to the cabinet walls using three 2" #8 Phillips flat head screws on each side of the frame. The base, top, and cabinet back are also screwed to the interior framing of the cabinet. The back spreader is pocket screwed into the side panels. Internal framing allows for complete replacement of exterior component pieces. The base will have four corner blocks glued and screwed into place (1 3/4" x 3 1/2").
Finish	All three dimensional items must be finished and sealed to ensure a full barrier and must be suitable for construction grade institutional use quality. Finish selection selected by the University is a Natural finish. Spray with sanding sealer, sanded with sand paper, final top coat using clear catalyzed or equal lacquer with 40 sheen finish. Please provide samples of finish. Please describe your company's finish process.
Components	Components must be 100% finished in accordance with the standard specification finishes you describe in your response to this RFP. All interior parts must be smooth finish to the touch.
Floor levelers	All cases must have high quality grade floor levelers. Levelers must be nylon tipped and are recessed mounted to prevent floor markings.

<p>LEED Credit Documentation</p>	<p>Company will provide any/all “Materials and Resources” documentation to assist the University in obtaining maximum LEED credit toward the project. This will include but not be limited to: manufacturing processing and delivery relative to Chico, California; manufacturing certifications; regional materials; recycled content; rapidly renewable materials; low-emitting materials [low VOC]; GreenGuard certification; certified wood credit [if applicable] – if this carries a mark-up premium, please quote as an “add alternate” for evaluation purposes;</p>
<p>General Specification</p>	<p>All hardwood to be used for finish work shall be absolutely clear and free from knots, torn grain, checks, shakes, splits, cracks, sap, or other defects which may affect the structural integrity of the product. Moisture content should be maintained throughout manufacture to insure complete structural stability. Please describe the manufacture process used to insure complete structural stability.</p>
<p>Warranty</p>	<p>Unit must be warranted against defects in materials and workmanship for a period of at least ten (10) years from date of delivery. Laminate, plywood, and or veneer is not acceptable where solid wood is specified. All furniture must be produced, finished, and assembled by the same manufacturer.</p>

COMPONENT	WARDROBE CLOSET
DIMENSIONS	36" W x 25" D x 72" H
MATERIALS	Please provide documentation describing the type of wood to be used.
QUANTITY	222
DESCRIPTION	
Top	¾" seven-ply hardwood veneer core stock screwed on to hardwood cleats on the inside of the cabinet.
Back	¾" seven-ply hardwood veneer core stock with solid oak or maple veneer screwed on to hardwood cleats on the inside of the cabinet.
Side Panels	¾" solid plain sawn northern red oak or eastern rock maple
Stiffening	Units shall have adequate internal bracing and blocking to prevent excessive racking of cabinet when moved and allow proper door alignment when cabinet is fully loaded
Corner Blocks	Four (4) large corner blocks glued and screwed into each corner of the base (1 ½" x 5" x 7"). Each corner block will have an adjustable glide 1 ¼" in diameter.
Door Pulls	Plunge pulls. Solid oak or maple full-length door pulls are optional.
Doors	¾" MDF panel with solid oak or maple veneer. Doors shall have ¼" hardwood on all four sides. MDF doors shall have four institutional 270 degree hinges. All top and bottom hinges shall have four through-bolts with a metal cap nut. All hinges shall have rounded-tip pins and be brass color.
Lockable Doors	The door assembly will include hasp loops to accept a user-provided padlock.
Catches	Heavy-duty roller catches at the top of each door
Hat Shelf	¾" solid plain sawn northern red oak or eastern rock maple with a solid wood valence under the shelf
Toe Kicks (Bases)	Units shall have recessed solid oak or maple toe kick raised ¼" higher than case for easy movement.
Clothes Rod	Each unit shall have one (1) metal clothes rod
Mirror	Each unit shall have one (1) mirror mounted inside the right-hand wardrobe door.
General Constructability Requirements	The framing inside shall consist of a solid hardwood frame. Each individual frame is to be lap jointed, glued, and stapled in all four corners. The frames are then screwed to the cabinet walls using three 2" #8 Phillips flat head screws on each side of the frame. The base, top, side panels and cabinet back are also screwed to the interior framing of the cabinet. Internal framing allows for complete replacement of exterior component pieces. The base will have four corner blocks glued and screwed into place (1 ¾" x 3 ½").
Finish	All exposed sides and internal exposed surfaces on any three dimensional items must be finished and sealed to ensure a full barrier and must be suitable for construction grade institutional use quality. Finish selection selected by the University is a Natural finish. Spray with sanding sealer, sanded with sand paper, final top coat using clear catalyzed or equal lacquer with 40 sheen finish. Please provide samples of finish. Please describe your company's finish process.
Components	Components must be 100% finished in accordance with the standard specification finishes you describe in your response to this RFP. All interior parts must be smooth finish to the touch.
Floor levelers	All cases must have high quality grade floor levelers. Levelers must be nylon tipped and are recessed mounted to prevent floor markings.
LEED Credit Documentation	Company will provide any/all "Materials and Resources" documentation to assist the University in obtaining maximum LEED credit toward the project. This will include but not be limited to: manufacturing processing and delivery relative to Chico, California; manufacturing certifications; regional materials; recycled content; rapidly renewable materials; low-emitting materials [low VOC]; GreenGuard certification; certified wood credit [if applicable] – if this carries a mark-up premium, please quote as an "add alternate" for evaluation purposes;
General Specification	All hardwood to be used for finish work shall be absolutely clear and free from knots, torn grain, checks, shakes, splits, cracks, sap, or other defects which may affect the structural integrity of the product. Moisture content should be maintained throughout manufacture to insure complete structural stability. Please describe the manufacture process used to insure complete structural stability.
Warranty	Unit must be warranted against defects in materials and workmanship for a period of at least ten (10) years from date of delivery. Laminate, plywood, and or veneer is not acceptable where solid wood is specified. All furniture must be produced, finished, and assembled by the same manufacturer.



PROPOSAL CERTIFICATION

The undersigned certifies that he/she is an authorized representative of the company identified below with the legal authority to submit a proposal on behalf of the company.

After carefully reviewing all of the specifications, requirements, terms and conditions of Request for Proposal 2009-07MM for the provision of design services and furniture for California State University, Chico, the undersigned agrees to furnish the services and furniture in accordance with the proposal herein submitted, or as mutually agreed upon during subsequent negotiation.

DATE

SIGNATURE

TYPED NAME AND TITLE

NAME OF COMPANY AS LICENSED

COMPANY ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

FAX NUMBER

BUSINESS LICENSE NUMBER

OBCR # (if certified as a small, micro,
or Disabled Veteran Business Enterprise)

Note all amendments, by amendment number, that you have received: _____



PROPOSAL OFFERING - PROPOSAL COSTS
Student Bedroom Furniture

Bidder Name: _____

Refer to Exhibits E1 through E7 for detailed specifications and Exhibit D for Delivery/Installation schedule

Line Item	Name of Component/Part	Part #	Qty	Bid Unit Price	Extended Cost	Taxable (yes/no)
01	Bed Loft System (Exhibit E1)		222			
02	Bed Loft Mattress Platform (Exhibit E1)		222			
03	Bed Mattress (Exhibit E2)		222			
04	Pedestal Desk w/ 3 Side Drawers and Keyboard drawer (Exhibit E3)		222			
05	Pedestal Desktop Book Hutch (Exhibit E4)		222			
06	Armless Two Position Sled-Base Desk Chair (Exhibit E5)		222			
07	Three-Drawer Chest (Exhibit E6)		222			
08	Wardrobe Closet (Exhibit E7)		222			
Total Extended Cost of Furniture Items:						1
Total Lump Sum Cost for Design/Planning:						2

Option A: Multi-Phased Delivery/Installation	Cost	Taxable (yes/no)
Estimated Delivery/Freight/Handling:		
Total Lump Sum Cost for Installation:		

A1
A2

	Cost
Subtotal for Furniture, Design/Planning and Option A items (1+2+A1+A2)	
Applicable Sales Tax at 8.25%	
Total Lump Sum for Furniture and Cost for Design/Planning (Option A):	\$

A

Option B: Single-Phase Delivery/Installation	Cost	Taxable (yes/no)
Estimated Delivery/Freight/Handling:		
Total Lump Sum Cost for Installation:		

B1
B2

	Cost
Subtotal for Furniture, Design/Planning and Option A items (1+2+B1+B2)	
Applicable Sales Tax at 8.25%	
Total Lump Sum for Furniture and Cost for Design/Planning (Option B):	\$

B

Average Cost of A & B [Sum of A + B divided by 2] (Final cost for evaluating purposes)	\$
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It is agreed, in the event additional services are required based on added scope for extra services beyond that described in this RFP, our company will commit to an hourly rates no greater than that listed above.

Signed: _____

Title: _____

