

Request for Proposals
for
Furniture Standards Planning,
Procurement, and Installation Services



County of San Mateo
Project Development Unit

Issued: November 6, 2018
Responses due: December 5, 2018 at 2:30pm PDT

Sam Lin, Manager
County of San Mateo Project Development Unit
1402 Maple Street
Redwood City, CA 94063
Email: slin@smcgov.org

PART 1 – INTRODUCTION

- 1.01 The County of San Mateo (“County”) has reviewed all Statements of Qualifications (“SOQ”) submitted by the dealerships (“Respondents” or “Vendors”) interested in contracting with the County to provide furniture standards planning, procurement, and installation services (“Services”) for the County’s multiple new construction projects. The County invites Vendors who have been prequalified to respond to this Request for Proposals (“RFP”).
- 1.02 The submitted SOQ’s were the first stage in the County’s process for determining which Respondent or Respondents will be awarded the contract to provide the Services (“Furniture Contract”). For this second stage of the process, Respondents will submit a Proposal responding to the County’s Request for Proposals (“RFP”).
- 1.03 The County will conduct an in-depth evaluation of the Proposals submitted (“Proposals”) and select a minimum of three (3) Respondents for setting up physical mockups and attending interviews to determine the most qualified Respondent for the Project. The County will then begin sequential contract negotiations beginning with the most qualified Respondent. The interview stage is likely to be combined with Respondents’ mockup evaluations.
- 1.04 The previously submitted RFSOQ and the SOQ, along with the RFP and the Proposal(s) of the selected Respondent(s), will be included in the County’s Furniture Contract following the award.

PART 2 – PROJECT BACKGROUND

- 2.01 The County of San Mateo Project Development Unit (“PDU”) will be the office providing project management services for this furniture procurement standardization effort. See the PDU website for a list of projects (“Project” or “Projects”) that may require the Services - <https://cmo.smcgov.org/projects>
- 2.02 As a part of the overall County vision, a long-term plan for the purchasing and installation of furniture has been established with the following goals:
 - A. Streamline and standardize the furniture procurement process for all new County projects for best value products and services.
 - B. Provide a user-friendly platform for furniture purchasing that is categorized by area/space types based upon a determined set of County standards.
 - C. Ensure consistency of functional performance, finishes, quality, aesthetics, accessory options, ergonomic standards, environmental standards, and safety/seismic standards across all furniture to be purchased for County projects.
 - D. Support efficient, flexible workplace reconfiguration and maintenance needs.

PART 3 – SCOPE OF SERVICES

3.01 Basic Scope

The selected Vendor(s) shall provide furniture standards planning, procurement, and installation services to support the multiple County new construction projects. Upon award, the selected Vendor(s) shall begin assisting the PDU team with the Furniture Standards development and documentation to support/inform the furniture selection database content and eventually the procurement and installation process. A Furniture Typology document that outlines the standard space/area types for which furniture is to be purchased and the specifications/requirements for the furniture types is included as an enclosure in this RFP (Enclosure B). The document will also be used as a resource for developing the required product-specific Furniture Standards Manual and Database.

3.02 Scope of Services

The County requests that the Vendor(s) ultimately awarded the Furniture Contract commit a dedicated team to be readily available to assist the County with various services which will include, but not be limited to, the following scope of work:

A. Furniture Standards development and documentation

1. The awarded Vendor(s) evaluate and select furniture pieces and specifications based on the needs outlined in the Furniture Typology document noted in Section 3.01 above.
2. The Vendor(s) shall provide necessary visual graphic representation (i.e. AutoCAD and Revit symbols, etc.) of selected furniture pieces for the PDU team to incorporate into a concise "Manual" of the County of San Mateo Furniture Standards.
3. The Vendor(s) shall develop or use their own available programs/platforms to provide a comprehensive "Database" of all items included in the Furniture Standards for the County's use to support efficient future purchasing and planning.
 - a. The Database is essentially a comprehensive manual/catalogue of product collections and systems that are available for selection under the Furniture Contract.
 - b. The Database shall include, but not be limited to, detailed information regarding specifications, finishes, accessory options, pricing, estimated lead times, warranty information, etc., for each available piece of furniture and accessory.
 - c. The Database shall be in an electronic format that can be accessed online and offline (i.e. without internet connection), available to be in use by multiple people at once, searchable, and easy to update.

4. The Vendor(s) shall develop and make available a "Library" of AutoCAD symbols, Revit families, and SketchUp models to the County for planning purposes.
5. Assist the County with furniture selection from various product lines that meets the design requirements, orders placement and tracking, transportation/delivery management, storage, and furniture installation as appropriate that aligns with construction project schedules.
6. Assist the County to evaluate costs and propose alternate furniture options to meet project budgetary constraints when needed.
7. Evaluate the planning and design of furniture systems for technical and design accuracy and appropriateness for each space/room type on a per project basis.
8. Provide post-install education and guidance to end-user groups on the proper usage, maintenance, and reconfiguration of installed furniture.
9. Provide warranty, maintenance, and reconfiguration services as needed for installed furniture.
10. Furniture projects are to be designed, documented and delivered using Building Information Modeling (BIM) to support multi-disciplinary coordination, design visualization, 3D presentations, model walk-through, and other uses as appropriate to collaborate with various project design teams as needed.
11. Selected projects are targeted for zero net energy design and LEED certification. Vendors shall assist with points calculation, furniture data, etc. as it pertains to meeting required certification where applicable.

PART 4 – GUIDELINES AND SUBMISSION REQUIREMENTS

4.01 Guidelines

- A. Respondents should address every item requested in this RFP, even if the item was addressed previously in other sections of the RFP. Brevity and clarity are of utmost importance.
- B. Respondents should read the entire RFP, all addendum/addenda posted including enclosures before preparing their response. Respondents should seek clarification of requirements they do not fully understand in accordance with Section 4.05 below.
- C. Responses that do not comply with all applicable requirements stipulated in this RFP will not be considered.
- D. Prequalified firms invited to this RFP are required to attend a **Mandatory Pre-Proposal Conference at PDU on November 19, 2018 at 1:30pm** at 1402 Maple Street, Redwood City, California, to review the information about the RFP. At

least one (1) representative from your team should attend and sign in as part of the RFP requirement.

4.02 Submission Deadline

All Proposal submissions are to be received by PDU no later than **2:30 PM on December 5, 2018** at the address noted in Section 4.03 below. Submittals received late will not be opened or given any consideration and will be returned to Respondent(s) unopened. It is the responsibility of the Respondents to ensure submittals are received at the specified address by the specified deadline noted in this RFP request. All submittals will be date- and time-stamped upon receipt. The County will not be responsible for late or incomplete responses due to weather, mistakes, or delays of the Respondent or its carrier.

4.03 Deliverables

Respondents are requested to submit the following:

- A. **One (1) original, signed, bound Proposal and seven (7) additional bound copies** delivered to:

Sam Lin, Manager
County of San Mateo, Project Development Unit
1402 Maple Street
Redwood City, CA 94063

- B. One (1) electronic PDF of Proposal saved with the filename: "SMC Furniture Proposal [respondent/company name]" uploaded to <http://dbinbox.com/smc pdu> by the same due date and time noted in Section 4.02 above.

4.04 Formatting

- A. The Proposals shall be printed and bound vertically or portrait on standard 8 ½" by 11" paper.
- B. Type size shall be no smaller than 10-point font, but preferably larger.
- C. Proposals shall be printed single sided and shall not exceed 30 pages (excluding résumés, tabs, lists of projects, financial documents, and any marketing materials), but will preferably be much shorter.
- D. The Proposal shall separate sections with tabs relating to the Proposal submission requirements outlined in Part 5 of this RFP.
- E. The top of page one of the Proposal shall state the Respondent's name, address, phone number, fax number, e-mail address, and contact name. Cover letter is optional.
- F. The original Proposal must include a statement signed by an owner, officer, or authorized agent of the Respondent acknowledging and accepting the terms and conditions of this RFP.

- G. The Proposal must be verified under oath by the Respondent and each of its members by including the following statement on page one of the Proposal; "I declare under penalty of perjury under the laws of the State of California, that all information submitted under this RFP is true and correct."
- H. Respondents shall acknowledge the receipt of all published Addendum/Addenda by listing them on page one of the Proposal indicating the understanding and acceptance of the changes noted therein.
- I. Proposal graphics and organization shall be presented in a clear, organized way to help facilitate owner review with proposals. Utilize graphics, bullet points, and photography to best illustrate the required information.

4.05 Inquiries

All written inquiries and requests for additional information pertaining to this RFP, any addenda, or any matter relating to the selection process, must, unless otherwise identified in an addendum, be directed to the following point of contact by the due date/time noted in PART 10:

Sam Lin, Manager
County of San Mateo Project Development Unit
1402 Maple Street
Redwood City, CA 94063
Email: slin@smcgov.org

PART 5 – PROPOSAL SUBMISSION REQUIREMENTS

Proposals shall include the following information organized by sections. All sections must clearly indicate which requested item is being addressed and be separated by corresponding tabs. Proposal shall consist of the following sections presented in the same sequence listed:

5.01 Company Information and Qualifications

- A. State any changes to your company since the date of your Statement of Qualifications ("SOQ") such as ownership, staff size, any significant legal actions pending against the company.
- B. Provide any clarifications to your SOQ to better describe your team's ability to meet the requirements of the program.
- C. Describe the current and forecasted workload of the personnel included in your proposal for this Project.
- D. Elaborate on any items not checked off on the evaluation checklist provided in the submitted response to the RFSOQ.

5.02 Proposed Project Team Qualifications and Availability

- A. If not previously included in your SOQ, attach resumes for your team that will be committed to the Project with a listing of projects similar in scope and scale to the Projects noted in Section 2.01 above. Provide a clear understanding of:
 - 1) Role and time commitment (% availability) of each team member
 - 2) Each team members' current and projected work on other projects
 - 3) Who will attend each meeting and be the main point of contact
 - 4) Who will be performing what work and where.
 - 5) Relevant project experience of each team member within the last 5-10 years.
 - 6) Years in the industry for each team member.
- B. Present written assurances that if awarded the Project, the proposed team will be assigned for the entire duration of the Project.
- C. If different than noted in your SOQ, describe the proposed organizational and reporting structure of your team for the Project.

5.03 Project Approach

- A. Elaborate on the information provided in the submitted response to the RFSOQ to describe your design philosophy and how it relates to the County and the Projects.
- B. Describe your methodology for completing the Projects including coordination with project stakeholders. Indicate the number of meetings with PDU and other consultants for each phase of the Projects and the tasks/goals to be accomplished at each meeting. Specifically state who from your firm will attend each meeting and what their roles are.
- C. Describe your proposed strategy for the phasing of furniture procurement, specifically when expedited furniture design, planning, and installation is needed.
- D. Describe your strategy to create state of the art and flexible workplace environments to serve the County's and its Constituents' needs for the next 10 plus years. Discuss also the latest use of technology and trends in workplace design.
- E. Describe your approach to ensuring the furniture system incorporates sound Zero Net Energy principles and LEED requirements. Explain how the design can optimize the County's goals and objectives while minimizing operational costs to meet or exceed the stated sustainability goal.
- F. Elaborate on any items not checked off on the evaluation checklist provided in the submitted response to the RFSOQ.

- G. Describe your approach to delivering and installing furniture product. Explain if delivery and installation services are in-house or contracted out – and why this approach will benefit the County. Elaborate on the advantages and disadvantages of each approach.

5.04 Available Product Lines

- A. Provide a list of main lines and open lines available.

5.05 Compensation

- A. Propose your fee by completing the attached Fee Schedule (Enclosure C). Fee schedule will be evaluated by PDU as a point of cost comparison among Respondents for similar products. Refer to Furniture Typology Document (Enclosure B) for furniture requirements to be used to generate costs.

Respondents shall take into consideration the following when you provide the "Unit Cost" in this Proposal for each of the requested items/system:

- 1) The Unit Cost shall be an all-inclusive price that also incorporates the fee for design/planning services, installation services (including routing of power and data), project management services and delivery services.
 - 2) The Unit Cost shall reflect and incorporate volume discounts, assuming aggregate workstation quantity across all projects to be approximately 500-1,000 per type. Exact purchase quantity may vary with each individual project.
 - 3) Respondents shall attach your quantity pricing tier structure to the Fee Schedule (Enclosure C), elaborating on the unit cost for different levels of purchases.
- B. Include hourly Billing Rates for all personnel providing the required Services, including management staff, design professionals, installation crew, etc. See Section 7.02 for billing policy. These rates will be for PDU reference. Pricing structure shall be based upon tiered pricing of product for aggregate furniture pieces across all projects per Fee Schedule (Enclosure C).

5.06 Acceptance of the County's Professional Services Agreement

A draft of the County's Professional Services Agreement is attached to Part 11 of this RFP as Enclosure A. Respondents are instructed to include exceptions (if any) to the County's Draft Professional Services Agreement with specific alternate language in the form of redlines. If no exceptions are stated, the County will assume, and the Respondent will have thereby represented, that the Respondent is prepared to sign the County contract as-is. The County reserves the right to modify the draft agreement during the negotiations with the selected Vendor and is not bound to the terms set forth in the draft agreement.

Each proposal must include a statement of the Respondent's commitment and ability to comply with each of the terms of the following:

- A. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over 40), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this agreement.
- B. Respondents shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under any contract that may result from this submittal. Respondents' personnel policies shall be made available to County upon request.
- C. Respondents shall assure compliance with section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of compliance. Respondents shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of any agreement that may result from this submittal.
- D. Respondents must comply with the County Ordinance Code with respect to the provision on employee benefits. As set forth in the ordinance, such Respondents are prohibited from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- E. Respondents shall comply with the County Jury Duty Ordinance Code with respect to the provision of jury duty pay to employees and adhere to a written policy that provides its employees, on an annual basis, no less than five (5) days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service be deducted from the employees' regular pay the fees received for jury service.
- F. In addition, the Respondent should include a statement that it will agree to have any disputes regarding any Agreement venued in the County of San Mateo. Also include a statement indicating your ability to obtain liability insurance of a minimum of \$2,000,000 for comprehensive general liability, and a minimum of \$1,000,000 for motor vehicle and professional liabilities, and full statutory coverage for worker's compensation.

5.07 Workstation Mockup

- A. Respondents shall submit the Proposals including the materials requested in Section 5.01 to 5.06 above by the due date/time noted in PART 10.
- B. Upon review of the submitted Proposals, PDU will shortlist a minimum of three (3) Respondents to set up physical mockups and attend interviews for consideration to award the Furniture Contract.
- C. Shortlisted Respondents shall provide and install two (2) selected workstations as described on page 1 of Furniture Typology Document (Enclosure B) in the PDU office. Assembly dated for installation of mockup for each shortlisted Respondent will be coordinated by Dreyfuss + Blackford Architecture with PDU.

- D. All costs related to the provision and installation of the mockups are the responsibility of the Respondents and will not be assumed in full or in part by the County. At the conclusion of the RFP process, Respondents will be notified to coordinate a time to disassemble the mockups.

PART 6 – REVIEW AND SELECTION PROCESS

6.01 Review of Proposals

- A. The County will evaluate the information based on materials submitted in response to this RFP. All Respondents should submit information in response to this RFP based on the requested information specified.
- B. Respondents should prepare their response according to the RFP format, i.e., by section and paragraph noted in this RFP. The County reserves the right to reject any response to this RFP not submitted within the required timeframe; reject any incomplete RFP submitted; contact client references; require further information; and/or require interviews with any Respondent. All costs related to the preparation, submittal, and/or presentation of this RFP are the responsibility of the Respondent and will not be assumed in full or in part by the County.
- C. Proposals shall be used to determine the applicant's capability of rendering the Services to be provided and the cost for the Services. By submitting a proposal, each Respondent certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The County reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a successful Respondent, or none at all.
- D. The County reserves the right to waive any requirements of this RFP when it is determined that waiving a requirement is in the best interest of the County.
- E. The County will evaluate Proposals based on each Respondent's written submission only. Evaluation will be performed only on the materials included directly in the Proposal itself unless otherwise indicated by the County in this RFP. The Evaluation Committee will not access company web sites or read sales brochures, marketing materials, or white papers in evaluating vendor experience or proposed methodology unless doing so is in the County's best interest. You may submit additional materials or reference online information in your Proposal if you wish, but these may not be considered during the proposal evaluation process.
- F. If errors are found in a Proposal, the County may reject the Proposal. However, the County may, in its sole discretion, correct arithmetic and/or transposition errors or contact a Respondent for clarification. The Respondent will be informed of the errors and corrections.
- G. The County reserves the right to accept other than the lowest costs submitted and to negotiate with a Respondent on a fair and equal basis when the best interests of the County are served by doing so.

6.02 Interview

The Selection Committee appointed by the Project Development Unit will conduct interviews for a minimum of three (3) Respondents on the dates noted in the schedule in Part 14. Interview format will include evaluation of the Respondent's installed mockups noted in Section 5.07 above. The Selection Committee will notify Respondents of the results of the evaluation by telephone, mail or email to the designated contact person.

6.03 Evaluation Criteria

- A. Completeness of Proposal submission – Proposals should contain a comprehensive description of services, respond to each of the items set forth in this RFP, and adhere to the formatting rules.
- B. Personnel experience and qualification – Evaluation of the proposed project personnel, including their qualifications, overall experience, and recent experience on projects of similar nature and complexity to the proposed projects.
- C. Depth and quality of respondent's performance – Review of past performance on County of San Mateo projects and/or other projects of similar nature and complexity to the County's projects; evaluation of client references; and overall responsiveness to County's needs.
- D. Staffing / availability – Evaluation of the current and projected workload of the Respondent, the proposed staffing, and the office location(s) of the proposed staff to be assigned to the project(s).
- E. Financial stability – Evaluation of the overall financial position of the Respondent as determined from financial information required by the RFSOQ.
- F. Sustainable practices – Evaluation of the respondent's experience in sustainable design, and LEED certifications as demonstrated in the design strategy, experience, and scope of past projects of comparable scope to the County's project.
- G. Quality and Design of Mockups – Review of the demonstrated quality and functionality of the workstations in terms of materials, aesthetics, usage, assembly, durability, flexibility, etc. The County will perform a formal review of mockups by testing their quality and function while in use. The County will also evaluate aesthetics, fit and finish and appropriateness of these aesthetics with their various project types. Mockup setup and disassembly will also be observed to evaluate ease of reconfiguration.

PART 7 – ADMINISTRATIVE REQUIREMENTS AND POLICIES

7.01 Respondents will be required to comply with all non-discrimination employment regulations, including the following.

- A. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over 40), disability, medical condition (including but not limited to AIDS, HIV positive

diagnosis, or cancer), political affiliation, or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this agreement.

- B. Respondents shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under any contract that may result from this submittal. Respondents' personnel policies shall be made available to the County upon request.
- C. Respondents shall assure compliance with section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of compliance. Respondents shall be prepared to submit a self-evaluation and compliance plan to the County upon request within one (1) year of the execution of any agreement that may result from this submittal.
- D. Respondents must comply with the County Ordinance Code with respect to the provision on employee benefits. As set forth in the ordinance, such respondents are prohibited from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- E. Respondents shall comply with the County Jury Duty Ordinance Code with respect to the provision of jury duty pay to employees and adhere to a written policy that provides its employees, on an annual basis, no less than five (5) days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service be deducted from the employees' regular pay the fees received for jury service.

7.02 Proposal Fees. Respondents may elect to present their proposal fee in a way that they deem more competitive. General County billing guidelines are below:

- A. Hourly Billing Rates and Reimbursables. If work authorized is based on time, equipment, and materials (T&M), all reimbursable services shall require advanced authorization, in writing. Hourly Billing Rates are deemed to include office overhead. All reimbursables are on an actual-cost basis without mark-up. When invoicing for reimbursable costs, detailed back up shall be provided to the County, including detailed material or equipment fees, receipts, hourly rates, time spent on tasks and a description of the task ("Detailed Backup"). Use of sub-consultants, with advanced authorization in writing, must also present in the Detailed Backup.

Office overhead should be calculated into the line items within the classifications of the professional rate schedule, and cannot be billed separately. Overhead includes, but is not limited to, accounting functions, office functions, certified payroll compliance, office equipment, phone calls, postage, maintaining books and records, filing, word processing, dictation, office overhead, etc.

Deliverables as specified in the scope in hard copies or electronically are not reimbursable (reports, photos, drawings, etc.), except when additional hard copies are required.

- B. Travel Costs. There are some general guidelines regarding reimbursement rates that will apply. In general, the following restrictions should be kept in mind:

- i. Reimbursable Expenses shall not include Local Travel, see below for definition.
- ii. Travel expense beyond Local Travel for travel by automobile shall be reimbursed at the current rate set by the U.S. Government, and for travel by other means shall be the actual expense incurred by the Firm without mark-up.
- iii. "Local Travel" means travel between Firm's offices and San Mateo County, and travel to any location within a fifty-mile radius of either Firm's office or San Mateo County.
- iv. Reimbursement for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (San Mateo/Foster City/Belmont, California), as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online by searching www.gsa.gov for the term 'CONUS'); airline and car rental travel expenses ("Air & Car Expenses") are limited to reasonable rates obtained through a cost-competitive travel service (for example, a travel or car-rental website), with air travel restricted to coach fares and car rental rates restricted to the mid-level size range or below; and certain other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. are reimbursable on an actual-cost basis without mark-up. If there are no air flights involved, rental cars and pay for rides, where allowed, are reimbursed at the GSA rate from the office or place of ride origin, whichever is less.

7.03 The County reserves the right to accept or reject any or all Proposals submitted or to request clarification or additional information or an alternative presentation of data from any Respondent, at the County's sole discretion. Further, while every effort has been made to ensure the information presented in the RFP is accurate and thorough, the County accepts no responsibility or liability for any unintentional errors or omissions in this document.

7.04 Should the Respondent realize during the review process that there has been a substantive error or omission in its submittal, which does not alter basic services and has not already resulted in disqualification from participating in the RFP process for other reasons, said Respondent is invited to submit to the County Project Manager a written request and explanation of Respondent's desire to correct its submittal. It shall be at the sole discretion of the County's selection committee to decide whether to grant the Respondent's request to correct its Proposal submittal.

7.05 All submittals become the property of the County and as such become public documents available to be reviewed by the public upon request. The Government Code Sections 6250 et. seq., the Public Records Act, define public record as any writing containing information relating to the conduct of public business. This applies to submittals pursuant to this RFP. The Public Records Act provides that public records shall be disclosed upon written request and that any citizen has the right to inspect any public record, unless the document is exempted from the disclosure requirements. The County cannot represent or guarantee that any information submitted in response to the RFP will be confidential.

If the County receives a request for any document submitted in response to this RFP, it will not assert any privileges that may exist on behalf of the person or business submitting the Proposal. Rather, the County will notify the party whose submittal is being sought. In the event that a party who has submitted a Proposal wishes to prevent disclosure, it is the sole responsibility of that party to assert any applicable privileges or reasons why the document should not be produced and to obtain a court order prohibiting disclosure.

- 7.06** Notifications relating to this RFP will be posted on the PDU website at <http://www.smcpcdu.org>. Successful and unsuccessful Respondents will receive a written notification of whether they have been awarded the Furniture Contract. The written notification will be emailed to the name and email address of the authorized officer of the dealership provided in the Proposal submittal. The timing of written notification to Respondents is entirely at the County's sole discretion.

PART 8 – GENERAL CONDITIONS & LEGAL REQUIREMENTS

- 8.01** The Proposal should be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the Proposal meets the County's requirements. To this end, each Proposal should be as specific, detailed, and complete as to clearly and fully demonstrate that the respondent has a thorough understanding of and has demonstrated knowledge of the requirements to perform the work (or applicable portion thereof). Proposal graphics and organization shall be presented in a clear, organized way to help facilitate owner review with proposals. Utilize graphics, bullet points, and photography to best illustrate the required information.
- 8.02** The submission of a Proposal does not obligate the County to award a contract for the project, to pay costs incurred in the preparation of a Proposal, Mockup or to procure or contract for any services. Costs for preparing the Proposal and Mockup will be paid entirely by the Respondents.
- 8.03** The County reserves the right to interpret or change any provision of this RFP at any time prior to the Proposal submission date. Such interpretations or changes shall be in the form of addendum/addenda to this RFP and posted on the PDU website. The County, in its sole discretion, may determine that a time extension is required for submission of Proposals, in which case such addendum/addenda shall indicate a new Proposal submission deadline. The County reserves the right to waive inconsequential deviations from stated requirements.
- 8.04** The County retains the right to reject any or all Proposals, to contract work with whomever and in whatever manner the County decides or to abandon the work entirely. The County shall make final decisions regarding a Respondent's qualifications as of RFP release day. All decisions concerning Respondent selection shall be made in the County's best interests.
- 8.05** The County has determined in accordance with Section 6255 of the Government Code that all Proposals submitted in response to this RFP shall not be made public by the County until after the County issues a notice of intent to enter into a contract with the successful Respondent. In addition, the County has determined in accordance with

Section 6255 of the Government Code that all Respondents' proprietary financial information submitted in response to this RFP and specifically identified by the Respondent as "confidential" will not be made public by the County unless otherwise required by law. In the event a Respondent wishes to claim other portions of its Proposal exempt from disclosure under the Public Records Act, the Respondent should clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page and include a written justification as to why such information should be exempt from disclosure. Blanket designations of "confidential" shall not be effective. However, the County will make a decision based upon applicable laws.

- A. The County will notify the applicable Respondents of any requests for disclosure under the Public Records Act. Respondents agree to defend and indemnify the County from any claims and/or litigation arising from such requests.
- B. Proprietary or confidential data should be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal. Confidential data is normally restricted to confidential financial information. The price of products offered or the cost of services shall not be designated as proprietary or confidential information.

8.06 REQUIRED LICENSE(S): Respondent possesses a valid and current license for all the required Services including the installation of the furniture and related systems. Respondent's license has not been revoked at any time in the last five (5) years.

8.07 MINIMUM AND PREVAILING WAGE LAWS: The successful Respondent must comply with any applicable County, State, or Federal wage laws, including but not limited, and to the extent applicable, State prevailing wage laws governing the installation of free standing and affixed modular office systems. (See e.g., California Labor Code 1771, 1720.)

PART 9 – APPEAL OF DECISION

Unsuccessful Respondents/firms shall have five (5) business days from the delivery of County's letter of rejection to submit a written appeal, addressed directly to the Director of the Project Development Unit at the address below. Appeals received after the deadline will not be accepted. The written appeal should specifically address any perceived irregularities in the process and/or the RFP review committee's recommendation. The committee will review the written appeal, and to present to the County the reason for the committee's recommendations. An appeal that merely addresses a single aspect of the selected proposal, e.g., comparing the cost of the selected proposal in relation to the non-selected proposal, is not sufficient to support an appeal. A successful appeal will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The County will respond to a protest within fourteen (14) business days of receiving it, and the County may, at its election, set up a meeting with the Respondent to discuss the concerns raised by the protest. The decision of the County will be final. The protest letter must be addressed as follows, with a copy to the County Contact Person:

Deborah Bazan
Director of the Project Development Unit
1402 Maple Street
Redwood City, CA 94063

PART 10 – SCHEDULE

Events	Dates*
Project Development Unit issues RFP to shortlisted Respondents	11/6/18
RFP Questions via email due at 5:00pm	11/14/18
Mandatory Pre-proposal Conference at 1:30pm	11/19/18
Responses to Questions Posted to PDU website	11/21/18
Scope of services and fee proposals due: 2:30pm	12/5/18
Shortlist for Mockup & Interview posted on PDU website	12/7/18
Mockup setup / Completion	1/11/19
Interviews with shortlisted respondents	1/14/19
Selection committee provides final selection	1/15/19
Board of Supervisors approves contract	1/29/19

**County reserves the right to modify this schedule at any time at its sole discretion.*

PART 11 – ENCLOSURES

- A. Draft County Professional Services Agreement (including Attachment I and Attachment IP)
- B. Furniture Typology Document
- C. Fee Schedule

END OF RFP DOCUMENT