



SUPERIOR COURT OF CALIFORNIA
COUNTY OF MONTEREY

240 Church Street, Salinas, California 93901 - (831) 775-5400
www.monterey.courts.ca.gov

INVITATION TO BID

TO: POTENTIAL PROPOSERS

FROM: SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY

DATE: June 12, 2009

SUBJECT/PURPOSE OF MEMO: REQUEST FOR PROPOSALS

The Superior Court of California, County of Monterey, seeks a vendor to provide office furniture and accessories for the North Wing Remodel Project.

ACTION REQUIRED: You are invited to review and respond to the attached Request for Proposals (RFP):

Project Title: North Wing Remodel Project
RFP Number: MCSC 09-01

QUESTIONS TO THE SOLICITATIONS E-MAILBOX: Questions regarding this RFP should be directed to Toivo Kask of WR&D @ toivok@wrdarch.com

DATE AND TIME PROPOSAL DUE: There will not be a pre-proposal conference for this RFP.

Proposals must be received by **July 2, 2009, no later than 3:00 p.m. (Pacific Time)**

SUBMISSION OF PROPOSAL: Proposals must be sent to:
**Superior Court of California,
County of Monterey
Attn: Nona Medina RFP No. MCSC 09-01
240 Church Street, North Wing, 3rd Flr, Rm 305
Salinas, CA 93901**



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF MONTEREY**

REQUEST FOR PROPOSAL

NORTH WING REMODEL

RFP NUMBER #MCSC 09-01

PROPOSALS DUE BY

July 2, 2009 @ 3:00 P.M.

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I. INTRODUCTION – SUMMARY OF THE INTENDED PROCUREMENT

1.1 Issuing Body

The Superior Court of California, County of Monterey (“Court”) is issuing this Request for Proposal (“RFP”) to provide the Court with competitive bids for the furnishing of all furniture, equipment, labor and services for the North Wing Project and future furniture needs for other court locations.

1.2 RFP Layout and Sections

This RFP is laid out in sections as follows:

1. Introduction – Summary of the Intended Procurement
2. Procurement and Evaluation Process
3. Proposal Format and Content
4. Statement of Work
5. General Conditions
6. Attachments

1.3 Project Overview

The Court is requesting proposals from highly qualified vendors with expertise in providing a complete furniture system; furniture, materials, labor, delivery and installation.

The Court intends to award a contract to a vendor that is able to establish a contractual relationship with a qualified supplier that can best provide the Court with quality modular system furniture, office furniture and as further described in Section IV of this RFP. However, the Court reserves the right to reject any or all proposals, in whole or in part, submitted in response to this RFP. The Court further reserves the right to make no award and to modify or cancel, in whole or in part, this RFP.

II. PROCUREMENT AND EVALUATION PROCESS

2.1 Procurement Schedule and General Instructions

The Court has developed the following list of key events from RFP issuance through notice contract award. All deadlines are subject to change at the Court's discretion.

<u>No.</u>	<u>EVENTS</u>	<u>Key Dates</u>
1	Issue RFP	June 12, 2009
2	Deadline for Proposer Requests for Clarifications or Modifications. No questions will be accepted or responded to after June 19, 2009.	June 19, 2009
4	Proposal Due Date and Time	July 2, 2009 @ 3:00 p.m. (Pacific Time)
6	Negotiations (estimated)	Week of July 7, 2009
7	Notice of Intent to Award (estimated)	Week of July 7, 2009
8	Notice of Award (estimated)	Week of July 7, 2009
9	Place furniture order – (estimated)	Week of September 28, 2009
10	Installation Start Date – (estimated)	January 2010
11	Installation Completion Date – (estimated)	February 2010
12	Punch List –(estimated)	March 2010

The RFP and any addenda that may be issued will be available on the following website, referred to individually and collectively as "Court website": www.monterey.courts.ca.gov

2.1.1 Contact List

Bidding Questions:
FF&E Coordinator

WR&D
Attn: Toivo Kask
E-mail: toivok@wrdarch.com
Fax: (831) 649-3530

Submittal Contact:

Nona Medina
Administrative Analyst
240 Church St, W. Wing, 3rd Flr., Room 305
Salinas, CA 93901
nona.medina@monterey.courts.ca.gov

Project Manager

Rosalinda Chavez
240 Church St., W. Wing, 3rd Flr., Room 305
Salinas, CA 93901
rosalinda.chavez@monterey.courts.ca.gov

Contracting Officer: Rosalinda Chavez
240 Church St., W. Wing, 3rd Flr., Room 305
Salinas, CA 93901
rosalinda.chavez@monterey.courts.ca.gov

Court Executive Officer Connie Mazzei
240 Church St., W. Wing, 3rd Flr. Room 305
Salinas, CA 93901
831-775-5400

2.1.2 Disposition of Material and Confidential or Proprietary Information

All materials submitted in response to the solicitation document will become the property of the Court and will be returned only at the Court's option and at the expense of the vendor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. **Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal as it may be made available to the public.**

Even though the Public Records Act (PRA) does not apply to the Court, the Court's policy is to look to the PRA for guidance in responding to requests for documents. If a vendor's proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a written request for public documents. If the Court does not consider such material to be exempt from disclosure under the PRA, the material may be made available to the public, regardless of the notation or markings. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal because such information may be disclosed to the public.

2.1.3 Proposal Preparation Costs

Vendors submitting proposals do so entirely at their expense. There is no express or implied obligation by the Court to reimburse a vendor for any costs incurred in preparing or submitting proposals, providing additional information when requested by the Court, participating in any selection interviews or product demonstrations, or participating in this procurement.

2.2 Potential- Pre-Proposal Conference

2.2.1 Potential Pre-proposal Conference

It may be necessary to have a pre-proposal conference, as numerous questions may be received. If a pre-proposal conference is required, the Court will notify all potential proposers of the time, date, and location by providing notice to potential proposers or, if identified in Section 2.1, the notice will be posted on the Court website.

If a pre-proposal conference is required, the Court will prepare a summary of questions and answers from the pre-proposal conference, as an addendum, which will be posted on the Court website.

In the event a potential proposer is unable to attend the pre-proposal conference, an authorized representative may attend on their behalf. The representative may only sign-in for one vendor. Proposals from vendors who did not attend the pre-proposal conference will not be accepted and will be returned unopened.

A Letter of Intent from a pre-proposal conference participant must be sent to the Submittal Contact at the address listed in Section 2.1.1 by the date and time noted in Section 2.1 indicating the number of individuals (of vendor and its subcontractors) who plan on attending the pre-proposal conference.

2.3 Pre-Submittal Process

2.3.1 Request for Clarifications or Modifications

Vendors interested in responding to this solicitation may submit questions on procedural matters related to the RFP or requests for clarification or modification of this solicitation document, including questions regarding the General Conditions in Section V, to the Project Manager. If the vendor is requesting a change, the request must set forth the recommended change and the vendor's reasons for proposing the change. All questions and requests must be submitted in writing to the Submittal Contact listed in Section 2.1.1 no later than the date specified in Section 2.1, Procurement Schedule and General Instructions. Questions or requests submitted after the due date will not be answered.

Without disclosing the source of the question or request, the Project Manager will provide a copy of the questions to potential proposers or, if appropriate, post a copy of the questions and the Court's responses on the Court website.

If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the Court concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Court does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.

2.3.2 Ambiguity, Discrepancies, Omissions

If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the Submittal Contact listed in Section 2.1 written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the Court may modify the solicitation document prior to the date fixed for submission of proposals by providing an addendum to potential proposers or, if identified in Section 2.1, by posting the addendum on the Court website.

If prior to the date fixed for submission of proposals a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the Court of the error, the vendor shall propose at its own risk, and if the vendor is awarded the contract, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.3.3 Contact with Court

Vendors are specifically directed NOT to contact any Court personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the vendor's response.

2.3.4 RFP Addenda

The Court may modify this solicitation document prior to the date fixed for submission of proposals by providing notice to potential proposers or, if identified in [Section 2.1](#), by posting an addendum on the Court's website. If any potential vendor determines that an addendum unnecessarily restricts its ability to propose, it must notify the Submittal Contact listed in [Section 2.1.1](#) no later than three (3) business days following the date the addendum provided or posted.

Pricing shall reflect all addenda issued by the Court. Failure to do so will permit the Court to interpret the proposal to include all addenda issued in any resulting contract.

2.4 Submission of Proposals

2.4.1 Proposal Delivery

The following must be received no later than the Proposal Due Date and time specified in [Section 2.1](#) (the "Proposal Closing Time") at the address listed in [Section 2.1.1](#) for the Submittal Contact:

- One (1) unbound original of the technical and a separate unbound original of the cost proposal;
- Three (3) bound hard copies of both the technical and the cost proposals;
- One (1) electronic copy of the technical proposal in MS Document or PDF format, and one electronic formatted copy of the cost proposal in Excel.

All proposals must be submitted in double envelopes that are sealed. The outside envelope must be clearly marked with the RFP Number, Project Title, the Proposal Due Date, and the proposer's name. **The cost proposal must be included in the proposal in a separately sealed envelope and should be marked with "Cost Proposal" and the proposer's name.**

The hard copies and electronic copies of the technical proposal must not include any pricing information. Proposals received prior to the Proposal Closing Time that are marked properly will be securely kept, unopened until the Proposal Closing Time. Late proposals will not be considered.

All proposals must be delivered via U.S. Mail, common carrier, or hand delivery. A receipt should be requested for hand delivered material.

The proposer is solely responsible for ensuring that the full proposal is received by the Court in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The Court shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or missed delivery.

2.4.2 Amendment or Withdrawal of Proposals

A vendor may amend its proposal prior to the Proposal Closing Time. All amendments must be in writing and received by the Court prior to the Proposal Closing Time.

A vendor may withdraw its proposal at any time prior to the Proposal Closing Time by notifying the Submittal Contact listed in Section 2.1.1 in writing of its withdrawal. Amendments or withdrawals offered in any other manner, than described above will not be considered. Proposals cannot be amended or withdrawn after the Proposal Closing Time.

2.4.3 Mistake in Proposal

If prior to a contract award, a proposer discovers a mistake in their proposal that renders the proposer unwilling to perform under any resulting contract, the proposer must immediately notify the Submittal Contact listed in Section 2.1.1 in writing and request to withdraw the proposal. It shall be solely within the Court's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the Court may consider permitting withdrawal of specific line item(s) or combination of items.

2.4.4 Error in Submitted Proposals

If an error is discovered in a vendor's proposal, the Court may at its sole option retain the proposal and allow the proposer to submit certain arithmetic corrections. The Court may, at its sole option, allow the proposer to correct obvious clerical errors. In determining if a correction will be allowed, the Court will consider the conformance of the proposal to the format and content required by the solicitation, the significance and magnitude of the correction, and any unusual complexity of the format and content required by the solicitation.

If the proposer's intent is clearly established based on review of the complete proposal submitted, the Court may, at its sole option, allow the proposer to correct an error based on that established intent.

The total price of unit-price items or individual line items will be the product of the unit or line item price and the quantity. If the unit or line item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the unit or line item price shall be the amount obtained by dividing the "extension" price by the item quantity.

2.4.5 Authorized Signatures, Validity Period of Proposals

Proposals must include the vendor name, address, telephone and facsimile numbers, and federal tax identification number. The proposal must be signed by a duly authorized officer or employee of the vendor and include the name, title, address, and telephone number of the individual who is the proposer's designated representative.

Proposals will be valid for ninety (90) days after the Proposal Due Date specified in Section 2.1 ("Proposal Validity Date"). In the event a final contract has not been awarded by the date specified in Section 2.1, the Court reserves the right to negotiate extensions to the Proposal Validity Date.

2.4.6 Knowledge of Requirements

The vendor shall carefully review all documents referenced and made a part of the solicitation document to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the proposer's sole risk.

Proposers shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any Court issued clarifications, modifications, amendments, or addenda. The Court will provide notice to perspective proposers or, if identified in Section 2.1, post addenda and clarifications to the Court website; however, it is the proposer's responsibility to ascertain that the proposal includes all addenda issued prior to the Proposal Due Date.

2.4.7 Independence of Proposal and Joint Proposals

Unless a proposer is submitting a joint proposal, the proposer represents and warrants that by submitting its proposal it did not conspire with any other vendor to set prices in violation of anti-trust laws.

A proposal submitted by two or more vendors participating jointly in one proposal may be submitted, but one vendor must be identified as the prime contractor and the other as the subcontractor. The Court assumes no responsibility or obligation for the division of orders or purchases among joint subcontractors.

2.4.8 Covenant Against Gratuities

Proposer warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the proposer or any agent, director, or representative of the proposer, to any officer, official, agent, or employee of any Court with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the performance of any resulting contract. For breach or violation of this warranty, the Court will have the right to terminate any resulting contract in whole or in part. The right and remedies of the Court provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting contract.

2.5 Overview of Evaluation Process

2.5.1 Evaluation Committee

The Court will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from vendors will be reviewed and evaluated by a committee of qualified personnel ("Evaluation Committee"). The name, units, or experience of the individual members will not be made available to any vendor. The Evaluation Committee will first review and screen all proposals

submitted, except for the cost proposals, according to the minimum qualifications set forth in Section 2.6.

Vendors satisfying the minimum qualifications will then be evaluated in accordance with the evaluation criteria set forth in Section 2.7. The Evaluation Committee will first review and complete the evaluation of the technical proposals, without the cost proposal. Thereafter, the cost proposals will be opened, reviewed, and evaluated to determine an overall evaluation score.

2.5.2 Reservation of Rights

The Court, in its complete discretion, may eliminate proposals that have not meet the minimum qualifications of Section 2.6, or have not scored adequately in relation to other proposals to warrant further consideration. The Court reserves the right to reject any or all proposals, in whole or in part, and may or may not waive any immaterial deviation or defect in a proposal.

The Court's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications.

If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of the solicitation document. Material deviations cannot be waived.

Unless otherwise specified in the solicitation, the Court may accept any item or combination of items as specified in the solicitation, of any proposal unless the proposer expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the proposer so restricts its proposal, the Court may consider the proposer's restriction and evaluate whether the award on such basis will result in the best value to the Court or may determine in its sole discretion that such restriction is non-responsive and renders the proposer ineligible for further evaluation.

The Court reserves the right to negotiate with proposers who have presented, in the opinion of the Evaluation Committee, the best proposal in an attempt to reach a contract. If no contract is reached, the Court can negotiate with other proposers or make no award under this RFP. At any time the Evaluation Committee can reject all proposals and make no award under this RFP. Moreover, the Court reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with vendors to gather additional information.

Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the Court regarding a requirement of the solicitation document.

2.5.3 Evaluation of Cost Sheets

Cost sheets will be reviewed only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible and must be printed in ink or type written. No erasures are permitted. Errors may be crossed out and corrections

printed in ink or typewritten adjacent and must be initialed in ink by the person signing the proposal. If the solicitation requires the proposer to provide an electronic copy of the cost sheets and there is a discrepancy in the printed cost sheets and the electronic copy, the pricing on the printed cost sheets will be evaluated.

Where more than one line item is specified in the solicitation, the Court reserves the right to determine the highest evaluated proposer, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.

Unit or line item prices may not be more than four (4) places to the right of the decimal point. For example, a unit price of \$0.56726 each would exceed this limitation. Unit prices that exceed this limitation will automatically be truncated to the fourth decimal place for both evaluation and award purposes. Using the example just cited, the "6" at the end of the unit price would be dropped off leaving a unit price of \$0.5672 each.

2.5.4 Cash Discounts

The Court encourages proposers to offer cash discounts for prompt payment, however, unless provided elsewhere in the solicitation; cash discounts offered by proposers for the prompt payment of invoices will not be considered in evaluating offers to determine the successful proposer for award of any resulting.

2.5.5 Requests for Additional Information

The Court reserves the right to seek clarification or additional information from any proposer throughout the solicitation process. The Court may require a proposer's representative to answer questions during the evaluation process with regard to the vendor's proposal. Failure of a proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

2.5.6 Brand Names

Any reference to brand names and/or numbers in the solicitation is intended to be descriptive, but not restrictive, unless otherwise specified. Proposals offering equivalent items meeting the standards of quality specified may be considered, unless otherwise specified, providing the proposal clearly describes the article offered and how it differs from the referenced brand. Unless a proposer specifies otherwise, it is understood that the proposer is offering a referenced brand item as specified in the solicitation. The Court reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references, and the Court may require the supply of additional descriptive material and a sample.

2.5.7 Samples

Samples of goods may be required prior to award to determine proposer's responsiveness to the RFP's technical requirements. If requested, such samples must be provided at no cost and delivered to the address specified within the timeframe identified in the notification. Failure to submit samples as specified may be grounds for rejection of a vendor's proposal.

Unless expressly set forth in the solicitation, the sample of goods furnished must be identical in all respects to the product or products being offered.

Proposers offering products of a different manufacturer and model number than those specified in the solicitation may be required to submit samples for inspection and specification compliance testing in order for the Court to determine if the item offered is equivalent to and meets the minimum standards of quality acceptable to the Court as indicated by the manufacturer and model number specified in the solicitation.

Samples, if not destroyed by tests, may, upon request made by the proposer at the time the sample is furnished, be returned at proposer's expense.

2.6 Minimum Qualifications

To be considered for full evaluation and possible award, proposers must first meet the threshold minimum qualification requirements listed in the following table (minimum requirements can be met by combining experience, expertise, and resources of vendor and any proposed subcontractors):

No.	Minimum Qualifications
1	The systems manufacturer shall be a company specializing in commercial interior office systems with a minimum of five (5) years experience in this industry and working with government entities/public sector in producing furniture at a level consistent with the scope and requirements of this project. Superior Court reserves the right to take such steps as it deems necessary to determine the qualifications and ability of any company to perform the terms of the proposed contract.
2	5 or more years experience of documented record of successful in-service performance.
3	Financially sound, include Company's Financial Statement as an attachment to this proposal.
4	Company, Agency, and any of its proposed subcontractors must be in good standing with applicable trade associations, certification boards, or other regulatory agencies (reference <u>Attachment C</u> , Vendor Certification Form).
5	The Vendor's organization or any of its officers: Have not within a five (5) year period preceding this RFP been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction
6	Insurable for liability, worker's compensation, and professional liability insurance, including property damage. Bonded, minimum amount \$1,000,000.00
7	Provide (5) references of satisfactory completed projects with project names and contact information. Bidders shall submit with their bid: company names, addresses and contact person for whom the manufacturer of the product being bid has supplied product in a period within the last 3 years.
8	Equal Opportunity Employer

The proposer must state specifically in its Executive Summary (see [Section 3.1](#)) how it will comply with each minimum qualification specified above. Subject to the Court's right in its complete discretion to waive minor deviations or defects, only those proposals that meet all of the foregoing minimum qualifications shall be considered for a full evaluation and a possible contract award.

Vendors who fail to meet any of the listed minimum qualifications will be notified in writing, and will have three (3) business days from receipt of such notification to file proof that all such qualifications are met.

2.7 Evaluation Criteria

Proposals will be evaluated to determine the proposal or proposals that offers the best value to the Court. The evaluation will be based upon the following criteria, listed in order of descending priority. Although some factors are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. With regards to cost, the Court reserves the right, in its sole discretion, to reject any proposal whose price is outside of the competitive range.

1. Product
 - a. Aesthetics
 - b. Acoustics
 - c. Features (including ergonomics, ADA responsiveness)
 - d. Flexibility reconfiguration of furniture, layout, additional workstations, etc
 - e. Wire/Cable Management
2. Costs Analysis
 - a. Product valuation, competitive pricing, overall cost
3. Experience in similar projects
4. Credentials of staff to be assigned to project
5. Ability to meet timing requirements to complete the project
6. Design Expertise and Plan
7. Implementation Plan
8. Services
 - a. On-call services
 - b. Customer Service

2.8 Interviews and Negotiations

2.8.1 Interviews

Following the initial screening of proposals, the Court reserves the right to require, and each proposer must be prepared to conduct, oral presentations and other discussions (written or verbal) on the content of its proposal. If the Court determines that interviews or presentations are required, selected proposers will be notified in writing of the date, place, time and format of the interview or presentation. Proposers will be responsible

for all costs related to the interview, which, at the Court's sole discretion, may be in-person and/or by teleconference. Failure to participate in such interviews or presentations shall result in a proposer's disqualification from further consideration.

2.8.2 Negotiations

If the Court desires to enter into negotiations, they will do so with one or more proposers, at their discretion. If the Court enters into negotiations and no contract is reached, the Court can negotiate with the other proposers or make no award under this RFP. The Court reserves the right to award a contract, if any, without negotiations.

2.8.3 Payment

Payment terms will be in accordance with the payment provisions of Attachment A, Contract Terms and Conditions. THE COURT DOES NOT MAKE ANY ADVANCE PAYMENT FOR GOODS OR SERVICES. Payment is made based upon completion of tasks as provided in the contract between the Court and any selected vendor.

2.8.4 News Releases

News releases pertaining to the award of any contract resulting from this solicitation may not be made by a vendor without the prior written approval of the Project Manager noted in Section 2.1.1.

2.9 Award of Contract

The Evaluation Committee will make a final recommendation for award of the contract. Upon award, the successful proposer(s) will be required to execute a Contract in accordance with the Statement of Work in Section IV and the General Conditions in Section V, and provide a certificate of insurance in conformance with the requirements set forth in the General Conditions within thirty (30) business days of award. The period for execution of the Contract may be changed by mutual contract of the parties. Contracts are not effective until signed by both parties.

2.10 Protest Procedures

2.10.1 General

Failure of proposer to comply with the protest procedures set forth in this Section 2.10, will render a protest inadequate and untimely, and will result in rejection of the protest.

In no event shall a protest be considered if all submittals are rejected or after a contract has been executed.

2.10.2 Prior to Submission of Proposal

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the Proposal Closing Time.

The protestor will have exhausted all administrative remedies specified in Section 2.3.1, Request for Clarification or Modifications; Section 2.3.2, Ambiguity, Discrepancies, Omissions; Section 2.3.4, RFP Addenda; and this Section as applicable, prior to submitting the protest. Failure to do so may be grounds for denying the protest.

2.10.3 After Award

A vendor submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:

- a. The vendor has submitted a proposal that it believes to be responsive to the solicitation document.
- b. The vendor believes that its proposal meets the administrative and technical requirements of the solicitation, proposes items and/or services of proven quality and performance, and offers a competitive cost; and
- c. The vendor believes that the Court has incorrectly selected another vendor submitting a proposal for an award.

Such protests must be received no later than five (5) business days after the protesting party receives a no-award notification.

2.10.4 Form of Protest

A vendor who is qualified to protest should submit the protest to the Submittal Contact listed in the Submission of Proposal section of this RFP who will forward the matter to the appropriate Contracting Officer.

- a. The protest must be in writing and sent by certified or registered mail or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

The Court, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the Court will not consider such new grounds or new evidence.

2.10.5 Determination of Protest Submitted Prior to Submission of Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the Court will provide a written determination to the protestor prior to the Proposal Closing Time. If required, the Court may extend the Proposal Closing Time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

2.10.6 Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the Court will investigate the protest and will provide a written response to the vendor within a reasonable time. If the Court requires additional time to review the protest and is not able to provide a response within ten (10) business days, the Court will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

2.10.7 Appeals Process

The Contracting Officer's decision shall be considered the final action by the Court unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the Court Executive Officer, noted in Section 2.1.1 within five (5) calendar days of the issuance of the Contracting Officer's decision.

The justification for appeal is limited to:

- A. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted; or
- B. The Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
- C. The decision of the Contracting Officer was in error of law or regulation.

The request for appeal shall include:

- (1) The name, address telephone and facsimile numbers of the vendor filing the appeal or their representative;
- (2) A copy of the Contracting Officer's decision;
- (3) The legal and factual basis for the appeal; and
- (4) The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal, the Court Executive Officer will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the Court Executive Officer shall constitute the Court's final action.

2.10.8 Protest Remedies

If the protest is upheld, the Court will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the Court, the urgency of the procurement, and the impact of the recommendation(s). The Court may recommend any combination of the following remedies:

- a. Terminate the contract for convenience;

- b. Re-compete the contract;
- c. Issue a new solicitation;
- d. Refrain from exercising options to extend the term under the contract, if applicable;
- e. Award a contract consistent with statute or regulation; or
- f. Other such remedies as may be required to promote compliance.

III. PROPOSAL FORMAT AND CONTENT

Responsive proposals should provide straightforward, concise information that satisfies the requirements of this solicitation. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the Court's instructions, requirements of this solicitation, and the completeness and clarity of content.

3.1 Executive Summary

3.1.1 Executive Summary Content

The proposer must provide an Executive Summary of its proposal. The Executive Summary should be a "high-level", general overview of how the vendor proposes to accomplish the requirements of this RFP. The Executive Summary should demonstrate the proposer's understanding of the requirements. The proposer must also address in this section how it meets the minimum qualification requirements in Section 2.6.

3.1.2 Vendor Information, Validity, and Authorized Signature

The Executive Summary should include the vendor information, validity period, and authorized signature, as required in Section 2.4.5.

3.2 Company and Subcontractor Information

3.2.1 Company Background Information

The Court requires the vendor to be a reputable company of strong financial standing experience in office design and furnishings. The vendor's proposal must provide the information requested below. If the proposer is a joint venture, information about the prime subcontractor and the Subcontractor must be submitted separately. The information to be provided is as follows:

- a. Complete name and address.
- b. Federal tax identification number.
- c. If incorporated, state in which incorporated.
- d. A short narrative description of the vendor's organization, including organization charts and indication of company officers where applicable.
- e. Principal type of business.
- f. Total number of years in business.
- g. Number of years providing products and services similar in size and scope to those requested in this RFP.
- h. An audited profit and loss statement and balance sheet for the vendor's last three (3) fiscal years. If a company is privately owned, this information will be kept confidential by the Court. These financial statements must be contained in a separate volume.
- i. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's).
- j. Annual contract value of the vendor's three (3) largest contracts for similar products and services in the past three (3) years.
- k. Percent of turnover of service staff for each of the last three (3) years in the vendor's organization that will be responsible for providing products

and services described in this RFP (e.g. Account Manager, Customer Service personnel, etc.).

- I. If subcontractors are proposed for this RFP, describe the vendor's contract management process for subcontractors included in the vendor's proposal and provide copies of signed formal contracts (e.g., teaming contracts or any other legally binding document), if any exist, between the vendor and each proposed subcontractor.

3.2.2 Subcontractors

If subcontractors are proposed for this RFP, provide the following information for each Subcontractor:

- a. Subcontractor name and address.
- b. Federal identification and/or social security number.
- c. If incorporated, state in which incorporated.
- d. A short narrative of the subcontractor's organization, including organization charts and indication of company officers where applicable.
- e. Principal type of business.
- f. Total number of years in business.
- g. Number of years providing services similar in size and scope to those requested in this RFP.
- h. An audited profit and loss statement and balance sheet for the Subcontractor's last three (3) fiscal years. If a company is privately owned, this information will be kept confidential by the Court. These financial statements must be contained in a separate volume.
- i. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's).
- j. Percent of turnover of service staff for each of the last three (3) years in the Subcontractor's organization that will be responsible for providing services described in this RFP (e.g. Account Manager, Customer Service personnel, etc.).

3.3 Company Profile and California Locations

Vendor shall provide a short description of its company. In addition, the vendor shall list all of its California locations and shall include a statement as to whether it can provide products and services to each Court location, as listed in Attachment B. The vendor shall list any locations where it cannot provide products and services.

3.4 Experience and Qualifications

3.4.1 Prior Experience and References

The Court requires the vendor and its subcontractors to have prior experience in all aspects of the products and services described in this RFP for customers similar to or with relevance in the size, complexity and scope of this RFP. Vendor shall:

Describe the vendor's experience as it pertains to providing products and services similar in size, complexity and scope to those required under this RFP and in the manner required pursuant to this RFP.

Provide the names, addresses, and telephone numbers for a minimum of five (5) customers for whom the vendor has provided similar products and services within the last 3 years. The vendor should include a brief description of the scope of products and services provided to the customer and the duration of the contract. The Court may contact some or all of the references provided in order to determine the vendor's performance record. The Court reserves the right to contact references other than those provided in the proposal and to use the information gained from them in the evaluation process.

If the vendor's cost proposal includes re-manufactured or compatible products, the vendor's references must include customers that have used the re-manufactured or compatible products.

3.4.2 Subcontracts

If the vendor intends to subcontract, describe the vendor's experience with each of the proposed subcontractors. For each proposed subcontractor provide the names, addresses, and telephone numbers for a minimum of three (3) customer references, for products and services similar to those described in this RFP. The vendor should include a brief description of the scope of products and services provided to the customer and the duration of the contract.

3.5 Technical Approach and Methodology

3.5.1 Work Plan and Methodology

Vendor shall provide a project plan that describes how the vendor intends to provide the requested products and services. The description shall include, but is not limited to, the following: Description of

- Account Team structure and role (including description of sales contact process, Account Team support, and periodic account review process)
- Communication process with the Court and the vendor
- Design and approval process
- Change Management process
- Training (initial and ongoing)
- Implementation/Installation plan
- Time Schedule

3.5.2 Ordering Process

Describe the ordering process and the various options available (e.g., Internet access, telephonic, facsimile, etc.). Include the acknowledgement process (as required in Section 4.1.3). The vendor is required to maintain a toll-free number for ordering, inquiries, and customer service.

Describe how back-ordered or out-of-stock products are handled during the ordering process (as required in Section 4.1.3).

3.5.3 Customer Service

Describe the level of customer service that will be provided, including procedures that will ensure consistency and problem escalation and resolution. The description should include, but is not limited to:

- Customer service organizational structure

- Contact process (phone, email, fax, etc.)
- Follow up process
- Process to handle back ordered or out-of-stock products
- Internal procedures to track customer service contact and resolution
- Escalation process to resolve outstanding customer service issues

3.5.4 Reports (Left intentionally blank)

3.5.5 Invoicing

Vendor shall describe its invoicing process, including but not limited to the following:

- Description of vendor's billing system
- Availability of consolidated billing and process for consolidated billing
- Frequency of billing (weekly, monthly, etc.)
- Examples of invoices currently in use

3.6 Cost Proposal

3.6.1 Government Rates

It is expected that all vendors responding to this solicitation will offer the vendor's government or most favorable comparable rates.

3.6.2 Pricing and Price Adjustments

Vendor must submit pricing as required by Attachment E, Pricing Sheets. Pricing shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, travel expenses, overhead, profits, and other costs or expenses incidental to the vendor's performance. Bidders shall provide pricing based on a contract such as "US Communities" or equivalent. Indicate the percentage off from list price offered on the bid document.

The Court is exempt from federal excise taxes and no payment will be made for any taxes levied on the vendor's or any Subcontractor's employee's wages. The Court will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. Taxes shall be included as a separate line item on a vendor's invoice.

The prices proposed in the proposers response will be valid for a minimum of 90 days after any resulting contract is signed. The proposer's cost proposal must describe how future price increases will be minimized and capped and how both increases and decreases will be passed on to Court if the contract is renewed after the initial term. The proposer must explain the proposed process to implement price changes, and how the Court will be notified.

3.7 Required Proposal Forms and Documents

3.7.1 Required Forms [

- a. Attachment E - Cost Proposal (sealed in a separate envelope in accordance with Section 2.4.1)
- b. Attachment C - Vendor Certification Form
- c. Attachment D - Statement of Acceptance of Terms, in accordance with Section 3.7.2

3.7.2 Acceptance of Terms

The vendor's proposal must include a statement as to whether the vendor accepts the General Conditions in Section V or whether the vendor takes any exception to those terms. The vendor will be deemed to have accepted such terms and conditions, except as is expressly called out in the vendor's proposal. If exceptions are taken, vendor must submit a "redlined" version of the term or condition showing all modifications proposed by the vendor.

The vendor must provide an explanation as to why the modification is required. The vendor's willingness to accept the General Conditions, with minor clarifications, shall be an affirmative factor in the evaluation of the vendor's proposal.

Although the Court will consider alternate language proposed by a vendor, the Court will not be bound by contract language received as part of a prospective vendor's response. If the proposer requires that the Court be bound by some or all of the vendor's proposed contract language, the proposal may be considered non-responsive and may be rejected.

IV. STATEMENT OF WORK

4.1 Description of Products and Services to be Provided

Superior Court of California, County of Monterey is requesting bids to provide labor and materials required for design and the installation of a new complete and useable system of demountable and relocatable workstations composed of interconnecting powered and non-powered panels, electrical hardware, panel supported components and freestanding work surfaces as well as pedestals and files as shown in typicals, Attachment F.

4.1.1 Background and General Description

The North Wing facility is located in a central area of the Salinas Government Complex adjacent to the County Administration Building. The North Wing is currently under construction (remodeling), the estimated completion date is February 2010. The North Wing consists of three (3) floors and a basement. This RFP calls for furniture for approximately 160 non-judicial employees assigned to all 3 floors and the basement. The size of the facility is approximately 97,000 square feet.

The furniture shall include all materials and labor required to assemble and power the individual panels and between workstations as necessary to provide a complete and functioning work environment including but not limited to: work surfaces, panels, components, shelves, bins, pedestals, lateral files, storage cabinets, hardware and wire management. (The General Contractor is responsible for all labor and power connections between workstations and the building electrical and cabling distribution system.)

Bidders are to provide literature, brochures, specifications, white papers and applicable photographs for all recommended products in the bid package.

The successful bidder shall coordinate their work with other construction operations through Wald, Ruhnke and Dost (WR&D) Architects and the Superior Court of California representative(s).

4.1.2 Technical Specifications

4.1.2.1 General Requirements

PRODUCT REQUIREMENTS

GENERAL

- A. Components of the system shall be the manufacturer's standard products which meet all the performance requirements, sizes, shapes, finishes and colors as shown on drawings and specified herein.

- B. Systems manufacturer shall provide consistency in the manufacture and fabrication of each like component of the systems furnishings

throughout the project.

- C. Methods of assembly and joining of system components shall be the manufacturer's option consistent with the system product series offered. All fastening shall be concealed whenever possible.
- D. Manufacturer's nameplate shall not be exposed on any item of furnishings.
- E. Refer to detailed descriptions and schedules specified herein and to related detailed generic drawings for items required.
- F. Bidder is to verify that all products and related components of the furnishings offered shall be available for future ordering and purchase by Superior Court of California for a period not less than ten (10) years after the date of contract completion regardless of product or component cancellations from the manufacturer's standard running product line.
- G. Products shall meet Greenguard or equivalent recognized certification and components shall be recyclable. Paints shall be low VOC, wood shall be from managed forest resources and textiles shall contain a minimum of 50% recycled content. Products shall qualify for LEED credits with no additional work or cost if client determines this as a requirement.
- H. Certifications and warranties requested shall be from the manufacturer of the furniture.

PANELS

- A. Powered and non-powered panels are required as indicated on attached drawings, Attachment F. Workstation panels with power shall be provided along the spine of the workstation clusters or as noted otherwise on the drawings. All panels offered shall have the capability to have power and communication components field-installed. Refer to schedules and descriptions of workstation for further information regarding components and finishes.
- B. All panels shall be provided with factory installed light seals at all vertical and horizontal points of joinery.
- C. Panel NRC rating shall meet or exceed 0.65.
- D. Panel STC rating shall meet or exceed 0.15.
- E. Panel skins shall be removable from the frame structure to facilitate replacement of damaged or soiled fabric. Panel frames shall be reusable and interchangeable with their like components throughout

the project. All panel skins shall be tackable. For the purpose of the bid, a panel skin shall be defined to be a unit which consists of a surface, tackable acoustical core, and backing material.

- F. Panel assemblies shall be no less than 2-1/2" and no more than 3" thick.
- G. Panels shall be available in nominal widths, 18" to 60", and requirements as designated on the drawings.
- H. Panels shall be available in nominal heights, 36" to 54" as designated on the drawings and measured from the finished floor to the top of the panel. All powered and non-powered panels shall be in compatible heights. Variations to heights indicated will require approval by the Architect prior to bidding.
- I. Panels of workstations in a cluster of workstations shall be an off-module system. Panels mounted perpendicular to the service walls of workstations shall also be an off-module system and shall be directly linked with power from the spine walls. There shall not be any air gap between the connection of the service wall and vertical mounted panel system.
- J. The service walls shall provide ready access at any point to power, data and communications. The internal structure shall provide a high capacity for full lay-in cable distribution horizontally and vertically anywhere along the wall face. Power and data outlets shall be provided for either above or below the work surface. Mobile, freestanding desks and work tables shall have the ability to dock at any point along the wall.
- K. The service walls shall provide continuous support for work surfaces, translucent or upholstered add-up panels.
- L. Service walls shall be capable of supporting wall mounted work surfaces, storage bins, shelving, and other accessories securely.
- M. Perpendicular panels of any height shall be connected with any service wall heights without obstructing lay-in cabling or access.
- N. Both the service walls/spine system and adjacent panels shall be mobile and adaptable in size and configuration.
- O. Service walls shall have the ability to integrate with other panels and components.

FINISHES

- A. Each face of the fabric-faced panel skin shall have a seamless piece of fabric covering stretched over the entire face of the panel skin. The fabric shall be attached securely and continuously along the

entire perimeter of the panel skin and shall be capable of easy removal and replacement in the field.

- B. Fabrics for systems panels will be selected from the manufacturer's line. The fabric shall have the following characteristics: 100% Polyester, with a range of 10.2 per linear yard or better; 66" wide; with flammability which meets ASTM-E-84 Unadhered, pass Class A; UFAC1, CALIF 1.
- C. The fabric shall be Grade B.
- D. All panels shall be tackable or capable of accommodating fabric-covered tackboards. Fabric material and color shall be coordinated with the panel fabric.
- E. All exposed panel frames, trim and hardware shall have factory finish with choices from the manufacturer's entire line.
- F. Metal finishes shall be selected from manufacturer's standard.
- G. All locks shall be polished chrome.

PANEL CONNECTION SYSTEMS

- A. The panel system shall be capable of connection in a variety of configurations as shown on the drawings, including connection of panels of differing heights and connection of two, three, or four panels from a single point.
- B. The connector systems shall provide tight connections which provide continuous visual and acoustical seals.
- C. The finish of all filler post shall match the finish and color of the panel trim.
- D. Each filler post shall have a top cover that shall match finish and color of the panel trim and shall be level with the panel top rail.
- E. The connector system shall provide, as required, for the continuation of electrical and communications wiring within workstations and from workstation to workstation.

FREESTANDING AND WALL MOUNTED WORK SURFACES

- A. Work surfaces shall include all corner units and rectangular sections as indicated on workstation drawings.
- B. Work surfaces shall have radial edges. The front edge of the work surface shall have a bend radius of no less than one-third (1/3) the work surface thickness.

- C. All work surfaces shall be either fully supported from the panels or supported with metal cantilever support brackets or furniture end panels which will not cause panel modification.
- D. Spaces between work surfaces greater than 1/4" shall be filled with a bridge plate. Oversized work surfaces, to fill the gaps at panel joints, will not be accepted.
- E. Work surfaces mounted adjacent to each other shall show no obvious difference in height except as adjusted for special needs.
- F. Generic prototype workstation drawings indicate desired work surface sizes. Substitution of one (1) large work surface for two (2) smaller work surfaces will not be accepted.
- G. Work surfaces shall be available in nominal depths, 18", 24", 30", and 36" as designated on the attached drawings.
- H. Work surfaces shall be available in nominal lengths from 24" to 96" and in nominal thickness from 1 1/8" to 1 3/4".
- I. Work surfaces shall have a finished top surface of high pressured laminate with vinyl edge. The laminate selection shall be from the standard line of solid colors, textures, and patterns. The underside shall have a smooth finish.
- J. Work surfaces shall be capable of accepting an attached articulating adjustable keyboard pad. The attached keyboard pad shall have the capability to be fully recessed under the work surface and extend to give the user full access to the keyboard. Finish shall match metal finish as specified.
- K. Must be able, where required, to provide grommet access or covered wire management through to the work surface for cable and electrical cords.
- L. End user shall be able to reconfigure freestanding mobile work surfaces without the need for an installer.

PEDESTALS

- A. All pedestal units shall be equipped with a sectioned pencil tray as specified in enclosed attachments and must include all hardware necessary to accommodate side to side filing for legal and letter sizes in 12 inch drawers. All 6 inch pedestal drawers shall include one (1) divider.
- B. When drawer pull width options are available, the widest drawer pull offered in the product line being bid shall be quoted.

- C. All pedestal units shall be designated to pass applicable BIFA tests.
- D. All pedestal units shall be of metal construction with a factory-baked enamel finish. Color shall be selected from the manufacturer's standard line.
- E. Pedestals shall mount to the underside of the work surfaces, be free-standing or mobile, as indicated on the attached drawings.
- F. Mobile pedestals must be furnished with internal counter-balance weights to prevent instability and tipping.
- G. All hardware shall be from manufacturers' standard selections.
- H. All file drawers shall have full extension ball-bearing suspension.
- I. Each 6 inch high box drawer shall have a minimum of one drawer divider.
- J. All drawers within the pedestal shall be lockable by a central lock that controls all pedestals under one work surface.
- K. All drawer pedestals shall be field interchangeable from left to right or right to left and shall retain the pedestal locking system capability.
- L. Casters on mobile unites must conform to tests per ASTM.

SHELF UNITS

- A. All storage units (i.e., open shelves, pedestals, etc.) offered shall be consistent with the manufacturer's standard product line and as shown in the generic workstation drawings.
- B. All locking devices shall be keyed alike per work station with two (2) keys provided for each workstation. A minimum of thirty five (35) different keying options shall be available and utilized randomly. A master key to fit all locks provided shall be supplied in a quantity one per department. With the exception of pencil drawers, all closed storage units shall be equipped with locks.

OTHER COMPONENTS

- A. Counter tops shall be provided in accordance with the sizes shown on the drawings. The finish shall match the finish of the work surfaces.

ELECTRICAL

- A. Manufacturer of workstation units shall furnish and install all necessary components to provide electrical power within the workstations as indicated on workstation drawings.

- B. Electric power shall be available below and above work surface height.
- C. All wiring and components of the electrical system shall be concealed (except as otherwise noted), but accessible, and installed in conformance with the National Electric Code, Uniform Building Code, and local regulations and ordinances.
- D. All electrical components utilized in the workstation units shall be UL Listed for use in this type of work.
- E. All wiring shall be modular in a plug on each end.
- F. The systems furnishing pre-manufactured UL approved power distribution system shall be compatible with the building electrical system and wiring.
- G. A minimum of four (4) circuit electrical system shall consist of four (4) 20 amp circuits.
- H. The system furnishings contractor shall perform all phase balancing of cluster circuits.
- I. OUTLETS: Manufacturer's specification grade 120 volt 15 amp duplex outlets. Faceplates are to be systems furniture manufacturer's standard. Finish shall match the color of the base. Outlets shall be easily changeable and easily optioned for circuit designation. Placement of outlets shall be at locations defined on generic workstation prototype drawings.
- J. Service from one (1) activation kit in floor will have the capacity to support four (4) fully configured workstations.
- K. Connection of the building electrical system via floor activation kit or wall kit to the workstation panel system shall be the responsibility of the system contractor.
- L. Electrical components within workstation panels shall not interfere with space required for voice and data communication cables.
- M. Non-powered panel raceways shall be capable of easy field conversion to powered panel raceways without requiring the panel to be dismantled and removed from the workstation.
- N. All receptacles shall be commercial grade and identified easily by line/circuit identification numbers, letters or color codes.

VOICE AND DATA COMMUNICATION

- A. Service to workstation units will be from outlets in floor activation kit.

One (1) floor activation kit will have service to support up to four (4) fully configured workstations.

- B. Contractor shall run modular phone and data cords from the most convenient access to the floor activated kit through the partition walls to the designated workstation. Modular cords will be provided by the agency and contractor will NOT be responsible for making connections.
- C. Cable shall be labeled at each end so wire will not have to be traced by telephone and computer contractors.
- D. The raceway capacity requirements as listed herein are in addition to the requirements for electrical distribution detailed in Part 3.9 (Electrical).
- E. The raceway capacity required in the workstation partition system to distribute voice and data communication cables shall be based on twenty (20) – pair cables in a straight run.
- F. The partition system raceway shall be able to accommodate the distribution of cables with a bend radius of up to three (3) inches.
- G. DATA & VOICE COMMUNICATION CABLES
 - 1. Systems furnishings contractor shall install cable from accordion blocks mounted on panel bases through partition walls and into the designated workstation. Every workstation with a keyboard tray or keyboard shelf will require data cabling. Data cable shall exit the partition's supporting workstation with a keyboard tray or keyboard shelf at work surface height. Sufficient length of cable will be provided to assure termination of cable at workstation equipment without a splice in the cable.
 - 2. Systems furnishing contractor will NOT be required to make any connections.
 - 3. Connection of cabling to workstation equipment and accordion block will be provided by another contractor.

GENERIC WORKSTATION PROTOTYPES

- A Generic workstation layout drawings are attached with this document. These drawings are to be used as guidance in preparation of brand specific workstation design. Bidders shall provide full design services for this project at no additional charge. The final project design shall be delivered in AutoCAD format with all detail necessary to provide accurate representation of the product for owner review.

Workstation Typical

Refer to Attachment F typicals layout.

TYPICAL NO. 1 (A1.1)

6' x 6' – 36 sq ft

- a. 36" x 42"+12" glass non-powered panel
- b. 36" x 42"+12" glass non-powered panel
- c. 36" x 42"+12" glass powered panel
- d. 36" x 42"+12" glass powered panel
- e. 36" x 36" non-powered panel
- f. 36" x 36" non-powered panel
- g. 72" x 24" rectangular work surface (manually adjustable by end user)
- h. Open leg base
- i. 48" x 18" rectangular work surface
- j. 27x15x23 pedestal (box/box/file)
- k. 36" 2 shelf bookshelf (to fit below work surface)

TYPICAL NO. 2 (A1.4)

8' x 8' – 64 sq ft

- a. 48" x 42" + 12" glass non-powered panel
- b. 48" x 42" + 12" glass non-powered panel
- c. 48" x 42" + 12" glass powered panel
- d. 48" x 42" + 12" glass powered panel
- e. 48" x 36" non-powered panel
- f. 48" x 36" non-powered panel
- g. 72" x 18" rectangular work surface (manually adjustable by end user)
- h. 48" x 24" rectangular work surface
- i. 48" x 24" rectangular work surface
- j. Open leg base
- k. 27"x15"x23" pedestal (box/box/file)
- l. 36" wide 2 drawer lateral file

TYPICAL NO. 3 (A1.5)

8' x 6' – 48 sq ft

- a. 48" x 42" + 12" glass non-powered panel
- b. 48" x 42" + 12" glass non-powered panel
- c. 36" x 42" + 12" glass powered panel
- d. 36" x 42" + 12" glass powered panel
- e. 48" x 36" non-powered panel
- f. 48" x 36" non-powered panel
- g. 48" x 24" rectangular work surface (manually adjustable by end user)
- h. 48" x 24" rectangular work surface
- i. Open leg base
- j. 48" x 18" rectangular worksurface
- k. 27"x15"x 23" mobile pedestal (box/box/file)
- l. 19" x 30" 2 drawer lateral file

TYPICAL NO 4 (B2.1)

Manager office

- a. 30" wide bookshelf with 5 shelves (2 required)
- b. 96" x 30" worksurface (P-top)
- c. 60" x 24" worksurface return
- d. 27" x 15" x 23" mobile pedestal (box/box/file)
- e. 36" x 15" 2 drawer lateral file (2 required with common top to match worksurfaces)

TYPICAL NO. 5 (B2.2)

Director office

- a. 30" wide bookshelf with 5 shelves (2 required)
- b. 96" x 30" worksurface
- c. 60" x 24" worksurface return
- d. 27" x 15" x 23" mobile pedestal (box/box/file)
- e. 36" x 15" 2 drawer lateral file (2 required with common top to match worksurfaces)
- f. 30" x 24" x 64" tower storage w/ wardrobe, storage and 2 drawers.
- g. 42" diameter conference table.

TYPICAL NO. 6 (B2.3)

Supervisor office

- a. 30" wide bookshelf with 5 shelves
- b. 96" x 30" worksurface
- c. 60" x 24" worksurface return
- d. 27" x 15" x 23" mobile pedestal (box/box/file)
- e. 36" x 15" 2 drawer lateral file (2 required with common top to match worksurfaces)

TYPICAL NO. 7 (B3.1)

CEO office

- a. 48" wide bookshelves with 5 shelves (3 required)
- b. 72" x 36" worksurface (wood finish)
- c. 60" x 24" worksurface return (wood finish)
- d. 27" x 15" x 23" mobile pedestal (box/box/file)
- e. 72" x 24" credenza (doors and 2 file drawers – wood finish)
- f. 30" x 24" x 64" tower storage w/ wardrobe, storage and 2 drawers. (wood finish)
- a. 54" conference table (wood finish)

TYPICAL NO. 8 (B3.2)

Assistant CEO office

- b. 48" wide bookshelves with 5 shelves (3 required)
- c. 72" x 36" worksurface (wood finish)
- d. 60" x 24" worksurface return (wood finish)
- e. 27" x 15" x 23" mobile pedestal (box/box/file)
- f. 72" x 24" credenza (doors and 2 file drawers – wood finish)
- g. 72" x 15" hutch section mounted to credenza which includes 2 doorfront storage sections and open shelf storage across top of unit (wood finish)
- h. 30" x 24" 64" tower storage w/ wardrobe, storage and 2 drawers (wood finish)
- g. 42" diameter conference table. (wood finish)

TYPICAL NO. 8 (B4)

Clerk's office

- a. 36" wide bookshelves with 5 shelves
- b. 60" x 24" worksurface
- c. 60" x 18" worksurface return
- d. 27" x 15" x 23" mobile pedestal
- e. 60" x 12" wall mounted upper shelf
- f. 36" x 15" 2 drawer lateral file

ANCILLARY FURNITURE (not shown in Typical Drawings)

Jury Conference Room Table:

Provide a wood grain veneer finished conference table to seat 12 jurors, 5 per side and 2 at each end. Table shall be rectangular, bullnose edge finish detail with metal T-legs, colors as selected from manufacturers' standard finishes. Nominal size 4' 8" wide x 10' long.

Jury Conference Chair:

Provide 12 upholstered chairs (seat and back) for each jury conference room. Chairs shall be similar to Steelcase Criterion (for design intent only), fixed height, and fixed arms.

Interview Room Table:

Provide a round plastic laminate finished table with 3 mm straight vinyl edge band to seat 2 persons. Base shall be a single metal leg, color to be selected from manufacturer's standard finishes. Nominal size 42" diameter.

Interview Room Chair:

Provide 2 upholstered chairs (seat and back) on a sled base with arms for each Interview Room. Chairs shall be similar to Fixtures Furniture Allure (for design intent only).

Training Room Table:

Provide plastic laminate finished table with 3mm straight vinyl edge band training tables seating 2 persons. Tables shall include a modesty panel, grommets and cable management. Folding function not required. Nominal size 7'-6" long x 2'-00" wide.

Training Room Chairs:

Provide upholstered chairs (seat and back) on a 4-leg base without arms at each seating location. Chairs shall be similar to Fixtures Furniture Allure (for design intent only).

Break Room Table:

Provide a round plastic laminate finished table with 3 mm straight vinyl edge band seating 4 persons, metal legs, color from the manufacturers' standard selection. Nominal size 42" diameter.

Break Room Chairs:

Provide 4 chairs per table in each break room. Chairs shall be armless, 4 leg base, and thermoplastic seat and back. Stackable for a minimum of four units. Chairs shall be similar to Fixtures Furniture Smile (for design intent only).

Jury Assembly Seating:

Provide individual pricing for Jury Assembly Seating (approx. 160 seats) to be ganged and stackable to a minimum of 10 high. Chairs shall be provided with cleanable fabric upholstery (Grade B) and sled base. Provide one – half of the chairs with arms, one-half without arms to be installed alternately.

Fixed Seating (for Ceremonial Courtroom # B14)

Provide fixed seating (approx. 75 seats) “theater style”, non reclining, cleanable fabric upholstered with arms and mid height back.

Workstation Chair:

Provide (approximately) 160 Aeron task chairs as manufactured by Herman Miller Incorporated. Provide chairs with standard height range pneumatics, tilt limiter, lower back support, height adjustable arm for vertical adjustment. Provide pricing for all “B” size chairs.

Notes:

1. All dimensions shown are nominal and indicate design intent. Each bidder may provide manufacturer standard dimension products that most closely conform to typical drawings.
2. Bidders to provide a price for a fully articulating keyboard tray installed at each employee’s seating location.

4.1.3 Guarantee

It is expected that the furniture and accessories will be new, unmodified and that all manufacturer warranties will be intact. Vendors cannot perform any work on furniture that may invalidate any or all parts of the warranty.

4.1.4 Customer Service

The vendor’s customer service process shall ensure that all customer service issues are addressed in a consistent manner, including problem escalation and resolution. The customer service process includes, but is not limited to:

- Customer service organizational structure
- Contact process (phone, email, fax, etc.)
- Follow up process
- Process to handle back ordered or out-of-stock products, including alternate suggestions and pricing policy
- Internal procedures to track customer service contact and resolution
- Escalation process to resolve outstanding customer service issues

4.1.5 Delivery Requirements and Shipping Costs

Delivery shall be made as required on an individual Purchase Order. All deliveries will be made F.O.B. (freight on board) destination as freight pre-paid. Vendors should assume that all deliveries will be Inside Deliveries as designated by a representative of the Court placing the order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the vendor. When damage does occur, it is the responsibility of the vendor to immediately notify the Court.

The vendor shall bear the risk of loss or damage to the ordered goods until the goods are delivered to the place of business indicated on the Purchase Order.

All furniture shall be delivered and installed by date specified on the procurement schedule. Date is subject to change.

Vendor shall itemize shipping and delivery costs separately. Vendor shall itemize freight as a separate line item so that the appropriate tax can be calculated and invoicing and payment problems can be avoided.

4.1.6 Packaging

All products must be delivered in the manufacturer's standard package. Prices shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents.

Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Court's Purchase Order number.

4.1.7 Defective Furniture or accessory item

Any furniture or accessory item found defective will be returned to the vendor at vendor's expense and replaced free of charge. Vendor shall supply pre-paid mailing labels, or shall pick up defective furniture or accessory at the Court's location. Defective furniture or accessory shall be replaced or monies refunded within three (10) working days after the vendor is notified.

4.1.8 Rejection of Goods or Acceptance of Service

The vendor will arrange for the return of all mis-ordered, mis-shipped, returned, or damaged items at no cost to the Court. There will be no restocking fee for returns of items that are damaged or shipped by the vendor in error. The vendor will not charge the Court for the return of any mis-ordered, mis-shipped or damaged items.

4.1.9 Inventory

The Court has an ongoing requirement for the products indicated in this RFP. The vendor or vendors awarded a contract, if any, shall maintain access to a reasonable stock of such products on hand for the term of the contract. Failure to maintain access to a reasonable stock may result in termination for default of the vendor's contract.

V. GENERAL CONDITIONS

The General Conditions are included in this solicitation document as Attachment A, Contract Terms and Conditions.

VII. ATTACHMENTS

Attachment A	Contract Terms & Conditions
Attachment B	Court Locations
Attachment C	Vendor Certification Form
Attachment D	Acceptance of Terms and Conditions
Attachment E	Cost Proposal - Pricing Sheets
Attachment F	Typical Work Stations

**ATTACHMENT A
CONTRACT TERMS AND CONDITIONS; SPECIAL CONDITIONS**

The following contract obligations and conditions do not represent all terms and conditions of a proposed contract. Instead they define the key areas for which the Court has defined specific requirements.

1. Insurance

Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in A, B, and C below:

- A. Workers' Compensation Insurance.
To the extent required by law, workers' compensation insurance including, but not limited to, workers' compensation and disability insurance. Upon request of Court, proof of such insurance shall be provided to Court by Contractor.
- B. General Liability Insurance.
A general liability insurance policy (bodily injury and property damage) of not less than \$1,000,000 combined single limit per occurrence, issued by a company duly and legally licensed to transact business in the State of California covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Contractor or any officer, agent, or employee of Contractor under this Agreement.
- C. Comprehensive Automobile Liability Insurance.
A comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Contractor's business of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence.
- D. Proof of Coverage.
All insurance coverage referenced in A, B, and C above shall be evidenced by a Certificate of Coverage which shall be filed with the Court Executive Officer prior to commencement of performance of any of the services to be provided under this Agreement; shall name the Administrative Office of the Courts; the Court and its officers, employees and agents; the County of Monterey and the Monterey County Sheriff's Office and its officers, employees and agents as additional insured; and shall be kept current during the term of this Agreement. Proof of subsequent policy renewals shall be filed with the Court within (30) thirty days.

- E. Deductibles.
Any deductibles or self-insured retention shall be declared to, and be approved by, the Chief Financial Officer of the Court. At the option of said Chief Financial Officer, either the insurer shall reduce or eliminate such deductibles or self-insurance retention as respects the Court, its officers, employees and agents, or the Contractor shall procure a bond or other security guaranteeing payment of losses and related investigations, claims administration and defense expenses.

2. Employment Practices

- A. No Discrimination.
During the performance of this Agreement, Contractor and its subcontractors shall not deny the benefits thereof 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 or sex. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. Compliance with Laws.
As to any Services actually performed in California by Contractor or any of the approved subcontractors, such persons shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 1290 et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1. Part 1, Division 3, Title 2 of the Government Code (sections 11135 - 11139.5) and any state or local regulations adopted to implement any of the foregoing.
- C. Inclusion in Agreements.
Contractor shall include the foregoing requirements in any agreement with an authorized subcontractor for any of the Services.

3. Contractor's Indemnity

Contractor shall save, defend, indemnify, and hold harmless the Administrative Office of the Courts; the Court and its administrators, employees, contractors, subcontractors, agents, and affiliates; the County of Monterey and the Monterey County Sheriff's Office and its administrators, employees, contractors, subcontractors, agents, and affiliates from and against any and all suits, actions, legal or administrative proceedings, claims, demands, actual damages, fines, punitive damages, losses, costs, liabilities, interest, and attorneys' fees, which result from, arise out of, or are in any way connected with damages or injuries to persons or property caused by the negligent acts or omissions of Contractor or any of its officers, agents, employees or subcontractors in performance of the Services.

Contractor's Obligations.

- 1. Performance.
Contractor shall perform the Services with the standard of care, skill, and diligence normally provided by a professional person or firm in the

performance of services similar to the Services at the same time, under similar conditions, and in the same or a similar locality.

2. Compliance with laws.
In rendering the Services, Contractor shall comply with all applicable laws and government regulations.
3. Independent Contractor.
Contractor shall perform this Agreement as an independent contractor. Contractor and the officers, agents and employees of Contractor are not, and shall not be deemed Court employees for any purpose, including workers' compensation. Contractor shall, at his own risk and expense, determine the method and manner by which duties imposed on Contractor by this Agreement shall be performed; provided however that Court may monitor the work performed by Contractor. Contractor shall be entitled to none of the benefits accorded to a Court employee. Court shall not deduct or withhold any amounts whatsoever from the compensation paid to Contractor, including, but not limited to amounts required to be withheld for state and federal taxes. Contractor alone shall be responsible for all such payments.
4. Confidential Information.
The Contractor shall not shall disclose the Confidential Information of the Court without the Court's written consent except to the extent required by (i) performance of the Services; (ii) compliance with any Court order or other governmental directive; or (iii) the protection of Contractor against damages or liabilities arising from performance of the Services, except that no such disclosure shall occur on the grounds of (iii) if such disclosure would violate any state or federal law applicable to Court or County. Each party shall cause its respective administrators, officers, directors, employees, agents, subcontractors, and consultants who have access to the Confidential Information to comply with the terms of this Agreement; provided, however, that such access shall be provided only to those persons whose duties justify the need to know such Confidential Information.

Limitation of Liability.

Notwithstanding any other provisions herein, neither party shall be responsible to the other for any incidental, indirect, or consequential damages suffered by the other.

No Assignments or Subcontracts: Binding Obligation.

A consideration of this Agreement is the personal reputation of Contractor. For this reason, Contractor shall not assign any Services or subcontract any of the Services to any person without the prior written consent of the Court Executive Officer. This Agreement shall be binding upon the successors and permitted assigns of the parties hereto.

Attorney's Fees.

In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

**ATTACHMENT A
Special Conditions - Request for Proposal and Quote for Services**

Once proposals have been received, the Court intends to review and rank each of them. The respondents with the best fit and most likely opportunity for success based on those responses will be invited to a meeting to discuss the particulars of their proposals and to further define specific contract deliverables.

Respondents are formally advised of the following conditions of the *Request for Proposal and Quote for Services*.

- A. To be considered the respondent must meet the "Minimum Qualifications" as defined in this document, and the proposal must satisfy the scope of the program as defined in this document. Proposals which do not meet the mandatory requirements as indicated may be considered non-responsive and may be rejected.
- B. The respondents with the highest ranked proposals will be considered for interview by a panel comprised of Court and Sheriff's Office management personnel. Those selected will be notified of the time and place of the interview.
- C. The Court may accept or reject any or all proposals, may cancel, amend or reissue this document at any time prior to services agreement approval and may waive any immaterial defect in a proposal. The Court's waiver of any immaterial defect shall in no way modify the proposal requirements or excuse the respondent from full compliance with the scope of services if awarded the services agreement.
- D. After the evaluation of the proposals and the selection of the successful Contractor, all respondents will be notified in writing as to the selected bidder.
- E. The Court reserves the right to award this services agreement not necessarily to the respondent with the lowest price, but to the firm which the Court determines will provide the best match to the scope of services requirements of the program as defined in this document. The successful respondent shall be chosen based on combination of factors, including but not limited to, compliance with the conditions of this document, the technical evaluation results, and the total price. Final award will be made to the respondents who, in the sole and exclusive judgment of the Court, are best able to provide the necessary security services.
- F. Following the selection of a Contractor, the Court may choose to have further discussions with the Contractor to modify certain aspects of the requested security services as part of the development of a services agreement.

END OF CONTRACT TERMS AND CONDIITONS

**ATTACHMENT B
COURT LOCATIONS**

Superior Court of California
240 Church Street, North Wing
Salinas, CA 93901

**ATTACHMENT C
VENDOR CERTIFICATION FORM**

I certify that neither _____ (Proposer) nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Proposer nor any of its proposed subcontractors are tax delinquent with the State of California. I have listed all contracts with government or commercial customers during the five years preceding submission of this Proposal.

I acknowledge that if Proposer or any of its subcontractors subsequently are placed under suspension or debarment by a local, state or federal government entity, or if Proposer or any of its subcontractors subsequently become delinquent in California taxes, our Proposal may be disqualified.

Signature

Printed Name

Title

Date

VENDOR CERTIFICATION FORM (CONTINUED)

List of all Contracts with Government or Commercial Customers
during the Five Years preceding Submission of this Proposal

ATTACHMENT D
VENDOR'S ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

Mark the Appropriate Choice, below:

_____ Vendor accepts Attachment B, Agreement Terms and Conditions, without exception.

OR

_____ Vendor proposes exceptions/modifications to Attachment B, Contract Terms and Conditions. Summarize any and all exceptions to Attachment B, Contract Terms and Conditions, below. Enclose both (i) a red-lined version of Attachment B, Contract Terms and Conditions, that clearly shows each proposed exception/modification, and (ii) provide a written summary of each change, including the vendor's rationale for proposing each such exception/modification.

Signature

Printed Name

Title

Date

**ATTACHMENT E
COST PROPOSAL - PRICING SHEETS**

Pricing shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, travel expenses, overhead, profits, and other costs or expenses incidental to the vendor’s performance. Bidders shall provide pricing based on a contract such as “US Communities” or equivalent. Indicate the percentage off from list price offered on the bid document.

Pricing Sheet shall include, at minimum, the following information in an excel workbook format, one worksheet for each typical (Attachment F)

TYPICAL NO. 1 (A1.1)

Item #	Product Description	Quantity	Unit Price	Retail Price	Discounted Price
1					
2					
3					

TYPICAL NO. 2 (A1.4)

Item #	Product Description	Quantity	Unit Price	Retail Price	Discounted Price
1					
2					
3					

TYPICAL NO. 3 (A1.5)

Item #	Product Description	Quantity	Unit Price	Retail Price	Discounted Price
1					
2					
3					

TYPICAL NO 4 (B2.1)
Manager office

Item #	Product Description	Quantity	Unit Price	Retail Price	Discounted Price
1					
2					
3					

TYPICAL NO. 5 (B2.2)
Director office

Item #	Product Description	Quantity	Unit Price	Retail Price	Discounted Price
1					
2					
3					

TYPICAL NO. 6 (B2.3)
Supervisor office

Item #	Product Description	Quantity	Unit Price	Retail Price	Discounted Price
1					
2					
3					

TYPICAL NO. 7 (B3.1)
CEO office

Item #	Product Description	Quantity	Unit Price	Retail Price	Discounted Price
1					
2					
3					

TYPICAL NO. 8 (B3.2)
Assistant CEO office

Item #	Product Description	Quantity	Unit Price	Retail Price	Discounted Price
1					
2					
3					

TYPICAL NO. 8 (B4)
Clerk’s office

Item #	Product Description	Quantity	Unit Price	Retail Price	Discounted Price
1					
2					
3					

ITEMIZE THE FOLLOWING CHARGES SEPARATELY

- Volume Discounts
- Any Special Pricing (bundles, time-limit sales, etc.)
- Freight/Shipping
- Installation/Labor Costs,
- Mileage/Travel Costs, if any
- Special Warranty Information

OTHER COSTS:

Reconfiguration Costs:

- Charge for reconfiguring manufacturer's furniture for a cluster of six workstations.

Design Services

- Charge for redesign services for a cluster of six workstations.

END OF PRICING SHEET