



REQUEST FOR PROPOSALS

Headquarters Building, Furniture Procurement and Installation

TO: All Prospective Proposers

SUBJECT: Request for Proposals: Headquarters Building, Furniture Procurement and Installation

DATE ISSUED:

RESPONSES DUE:

I. PROJECT SUMMARY

Sonoma Clean Power Authority (“SCP”) issues this Request for Proposals (RFP) to solicit proposals from qualified entities (“Proposers” or “Vendors”) for SCP’s Headquarters Building Furniture Procurement and Installation. Proposers selected for the Headquarters Building Furniture Procurement and Installation will both purchase and install furniture for a 14,800 ft² two story space on E Street in downtown Santa Rosa. SCP’s target date for occupying of the Headquarters Building is April 1, 2021. Minority-owned, women-owned and locally headquartered businesses are encouraged to respond to this RFP.

II. ABOUT SONOMA CLEAN POWER

SCP is a public, locally-run “community choice aggregation” power provider serving approximately 525,000 customers in Sonoma and Mendocino Counties (except Healdsburg and Ukiah). SCP’s mission is to help solve the climate crisis while keeping energy affordable. For more information about SCP go to: www.sonomacleanpower.org.

III. RFP TIMELINE & RFP ATTACHMENTS

A. RFP TIMELINE:

EVENT	DEADLINE
RFP Published	October 12, 2020
Deadline for questions to be submitted	October 21, 2020
Responses to questions to be posted on SCP website	October 28, 2020
Proposal packages due	November 3, 2020
RFP Submission review complete	November 6, 2020
Target date for the Installation at the Headquarters Building	April 1, 2020

B. RFP ATTACHMENTS INCLUDE:

Attachment A: SCP Standard Purchase Order Agreement.
Attachment B: SCP's Headquarters Building Furniture Bid Plan
Attachment C: SCP's Headquarters Furniture Specifications Package *Attachment*
D: Headquarters Building Bid Submittal Documents (Attachments D1-D2)

IV. PROJECT BACKGROUND & SCOPE

A. PROJECT BACKGROUND

In June of 2017, SCP purchased an office building located at 431 E Street in Santa Rosa. SCP is currently renovating the building to serve as its long-term Headquarters. The building will house most of SCP's staff for the foreseeable future.

B. PROJECT SCOPE

SCP is soliciting bids from qualified vendors to furnish and install furniture listed in SCP's Headquarters Building Bid Plan (Attachment B) in accordance with SCP's Furniture Specifications Package (Attachment C), for the Headquarters Building. SCP's intent is to purchase all furniture (except items indicated below) and complete all installation from one Vendor. The selected Vendor must work with and coordinate delivery and installation of all Furniture with SCP's Construction Manager.

C. ADDITIONAL PROJECT REQUIREMENTS

1. Proposers must hold a valid and current California D-34 license and registration with DIR are required for installation of Furniture. California License and DIR registration numbers must be identified in a Proposer's Bid Submittal Documents (Attachment D).

2. SCP will require the successful Vendor to conduct thorough field verification at the AEC site and to notify SCP of any conditions which affect Furniture or installation including clearance, power/ data outlets, wall mounted control devices, ADA access, etc. The successful Vendor must agree to conduct this field verification at no additional cost to SCP.

3. SCP reserves the right to assess liquidated damages at \$500 for each day of delay beyond that deadlines/milestones for Furniture procurement/purchase, delivery or installation set forth in the contract negotiated between SCP and the successful Vendor.

4. The Vendor must coordinate delivery and installation of all Furniture with SCP's Construction Manager. Installation shall include spotting, leveling and any and all assembly needed at the site.

5. NO ON-SITE STORAGE IS AVAILABLE TO VENDORS. Storage of items prior to installation is the responsibility of the selected vendor. SCP may, in its sole discretion, make an exception and allow for Vendor storage; however, any such exception must be authorized by SCP in writing, in advance. Vendors should assume no on-site storage is available when making proposals. Vendor must deliver all furniture directly to the Headquarters Building at 431 E St, Santa Rosa, CA 95403 and no other SCP location. Delivery trucks must have their own lift gates. No SCP equipment, i.e. forklifts, etc. will be available for use by the Vendor.

6. Vendor must, in accordance with all applicable laws, dispose of all packing and packing materials or other debris and remove it from the site.

7. Vendor must remove (and transfer to SCP, as applicable) all warranties, manuals, and literature and deliver to SCP's Construction Manager.

8. Payment terms are listed in SCP's Standard Purchase Order Agreement (see Attachment A).

9. Vendors are required to bid on all furniture and requested quantity as indicated on the Headquarters Building Furniture Cost Summary Form (Attachment D2/D3). Bids must include all equipment and administrative costs, storage and delivery charges, and installation costs. Bids not meeting the quantity requested may not be accepted or considered by SCP. Total installation cost indicated on the Headquarters Building Bid Submittal Document Forms (Attachment D2/D3) will be used to establish the not-to-exceed amount in SCP's Standard Contract.

10. Proposals for substitutions must be equivalent, as determined in SCP's sole discretion, in regards to materials, construction, quality, fit and finish. A physical sample in any proposed substitute finishes will be required at the time of bid submission along with manufacturer's warranty. ALL proposed substitutions must be clearly indicated on the Headquarters Building Bid Submittal Document Form- Substitutions (Attachment D3).

11. The successful Proposer will be required to submit samples, fabrics and shop drawings for review and approval.

12. The Vendor must follow City of Santa Rosa parking requirements. Vendor may not block fire lanes or entrances with vehicles, except as consistent with applicable law. Vendor agrees to inform itself of applicable parking and coordinate its parking and delivery approach with SCP's Construction Manager.

V. SELECTION PROCESS

A. SCORING. Responses will be scored based on: (1) Thoroughness and creativity of response; (2) Professional qualifications and demonstrated ability of Proposer to perform the work; (3) Proposer's competence, technical ability and related experience; (4) Ability and history of successfully completing projects of a similar type, meeting delivery deadlines and experience with similar work; (5) Exceptions to SCP's Standard Contract (Attachment A); (6) Completeness and quality of proposal; (7)

Quality of references; (8) Satisfaction of minimum and desired Proposer requirements, as described in this RFP; and (9) Any other factors SCP deems relevant.

B. Depending on the responses to this RFP and interviews, SCP may choose to contract with more than one firm or individual, regardless of whether such individual and/or firm responded to this RFP. Any selected Proposer(s) will be contacted by SCP staff to finalize a contract. SCP staff will evaluate the responses to this RFP, and may, in its discretion, interview selected firms and individuals that staff determine are most qualified.

C. Issuance of this RFP is not a guarantee that SCP will enter into any contract with any respondent. SCP reserves the right, at its sole discretion, to waive irregularities in proposals, proposal requirements (including minimum/desired Proposer and Product requirements), to request modifications of any proposal, to accept or reject any or all proposals received, and to cancel all or part of this RFP at any time prior to awards.

D. Responses that do not satisfy RFP and Proposal Requirements cannot be adequately evaluated.

E. SCP reserves the right to potentially utilize the list of Vendors that submit proposals for this Project or the successful Vendor for subsequent projects.

VI. QUESTIONS REGARDING THE RFP; ADDENDA

For questions regarding this RFP, please contact: cstillman@sonomacleanpower.org with the subject line clearly marked "Headquarters Building, Furniture Procurement and Installation- RFP." Questions must be received no later than the deadline set forth in section III of this RFP. SCP will not guarantee providing answers to questions submitted after the question deadline, but will make reasonable efforts to do so. SCP will post and share responses to all questions submitted by the deadline established in this RFP publicly.

In the event it becomes necessary to revise any part of this RFP, SCP will issue written addenda. Any amendment to this RFP is only valid if it is in writing and issued by SCP. No oral interpretations or answers will bind SCP. All addenda issued by SCP will become part of this RFP.

VII. RFP SUBMITTAL PROCESS

A. SUBMITTAL DEADLINE. The deadline for submittal of proposals is 5:00 p.m. on November 3, 2020. No proposals will be accepted after that time.

B. PLACE AND FORM OF SUBMITTAL. One copy of the proposal should be emailed to Cordel Stillman, Director of Programs, cstillman@sonomacleanpower.org

1. Email submittals should be sent to cstillman@sonomacleanpower.org with the subject line clearly marked "Headquarters Building, Furniture Procurement and Installation - RFP". Upon submittal, you will receive a confirmation of receipt.

C. **PROPOSER REPRESENTATIONS.** Submission of a Proposal shall be deemed a representation that the Proposer:

1. Has carefully read and fully understands the information provided by SCP as part of this RFP, including all Exhibits;

2. Represents that all information submitted is true and correct;

3. Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other firm in regard to the amount, terms or conditions of its Proposal; and

4. Acknowledges that SCP has the right to make any inquiry it deems appropriate to substantiate or supplement information as necessary.

D. No request for modification of a Proposal shall be considered after submission on the grounds that a Firm was not fully informed about any fact or condition.

VIII. PROPOSAL REQUIREMENTS

A. Proposers should provide only complete and accurate information. Each proposal must be signed by an individual who has the legal authority to bind the proposer on whose behalf that person is signing.

B. The proposal shall contain the following sections (1-6), and be no longer than 30 pages, minus attachments.

1. Cover Sheet. Cover sheet signed by individual with authority to bind firm.

2. Company information. Submit a brief history and description of your company's operations. Include the following:

(a) The scope and nature of your company

(b) Years of operation

(c) Number of full-time employees

(d) Identify your company's standard hours of operation

(e) Link to your company's website

(f) Identify any litigation pending or threatened against your company

(g) Identify any instances in which your company was disbarred

3. Experience. Discuss similar programs your company has worked on or participated in, including furniture purchasing and installation projects. Please include programs in California and/or programs working with utilities, if applicable. For each program, please provide reference contact information.

4. Bid Submittal Documents. In addition to the items identified in sections 1-3 above, Proposers must complete and submit the following Bid Submittal Documents, with forms included as part of this RFP as Attachment D:

- (a) Attachment D1 – Bid Submittal Documents, Bid Signature Page
- (b) Attachment D2 – Headquarters Building Bid Submittal Document-SPECIFIED PRODUCTS

C. Addendum. Bid addenda may be issued for the purpose of modifying or changing bid requirements contained in this RFP. All Addenda will be numbered consecutively. All vendors must acknowledge each Addendum number and date as STANDARD PURCHASE ORDER AGREEMENT Exhibit D. Third-party installers must acknowledge each Addendum number and date as STANDARD PURCHASE ORDER AGREEMENT Exhibit D-1.

D. Memorandum of Understanding Exceptions. Identify exceptions to SCP's Sample Standard Purchase Order Agreement (Attachment A).

IX. GENERAL TERMS AND CONDITIONS

A. SCP STANDARD AGREEMENT.

1. Contracts for services will be between the Proposer and SCP. A copy of SCP's Standard Agreement is included as Attachment A. Proposers must be willing to provide the required insurance and accept the terms of SCP's Standard Agreement. A Proposer taking exception to any part of the Standard Agreement must also provide alternative language for those provisions considered objectionable. Please note that any exceptions or changes requested to the Standard Agreement may constitute grounds to reject the Proposal.

2. Failure to address exceptions to the Standard Agreement in your statement will be construed as acceptance of all terms and conditions contained therein. No negotiation over Standard Agreement provisions will be permitted unless the provisions were objected to when the Proposal was submitted.

3. SCP reserves the right to further negotiate existing or additional elements of its Standard Agreement with successful proposers.

B. CALIFORNIA PUBLIC RECORDS ACT. All proposals submitted in response to this request shall be subject to disclosure under the California Public Records Act. In the event that a Proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the Proposer to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page. SCP will consider a Proposer's request for exemption from disclosure; however, SCP will make a decision based upon applicable laws. Assertions by a Proposer that the entire proposal or large portions

are exempt from disclosure will not be honored. All responses to this Request for Proposals shall become the property of SCP and will be retained or disposed of accordingly.

C. SCP also reserves the right to negotiate any price or provisions and accept any part, or all parts of any or all submittals, whichever is in the best interest of SCP.

D. All proposals received by the specified deadline will be reviewed by SCP for content, including but not limited to amount of bid, experience and qualifications of the bidding Proposers.

E. During the evaluation process SCP may request from any Proposer additional information which SCP deems necessary to determine the Proposer's ability to perform the required services.

F. Respondents bear all costs associated with responding to this RFP, and SCP will provide no compensation for these costs.

X. RIGHTS OF SONOMA CLEAN POWER

A. This RFP does not commit SCP to enter into a contract, nor does it obligate SCP to pay for any costs incurred in the preparation and submission of a qualifications statement or in anticipation of a contract.

B. SCP reserves the right to:

1. Make the selection based on its sole discretion;
2. Reject any and all Statements of Proposals;
3. Issue subsequent solicitations;
4. Postpone any of the time periods set forth in this RFP, for its own convenience;
5. Remedy technical errors in the RFP;
6. Approve or disapprove the use of particular subconsultants;
7. Negotiate with any, all, multiple or none of the Proposers that respond;
8. Alter SCP's Standard Agreement to be inclusive of any unique, unanticipated legal concerns.
9. Negotiate a final project scope that includes all, just a portion or related additional items relative to the Proposed Project Scope set forth in this RFP Section B;
10. Waive informalities and irregularities in the Proposal Statement;
11. Utilize others to perform or supply work of the type contemplated by this RFP;
12. Request proposals from others with or without requesting proposals from contractors for the work of the type contemplated by this RFP; and/or
13. Enter into an agreement with another Firm or re-solicit the Project in the event the originally selected firm defaults or fails to execute an agreement with SCP.

C. SCP reserves the right not to contract with any Proposer. If SCP decides to contract, SCP will contract with the Proposers whose responses best meets the needs of SCP, consistent with the selection process set forth above.

D. An agreement is not binding or valid with SCP unless and until it is executed by authorized representatives of SCP and the Proposer selected.

E. Evaluation of a response does not constitute a commitment by SCP to acquire such services from any source. SCP is not obligated in any way to proceed with this RFP or consider or enter into any agreement or undertake any liability to any firm in connection with this RFQ and any and all responses, whether qualified or not, may be rejected without any liability whatsoever to any firm on the part of SCP. SCP shall not be responsible for any costs incurred by a firm to prepare, submit, negotiate, contract or otherwise participate in this RFP process.

Attachment A
SCP Standard Purchase Order Agreement

This item is included as a separate PDF document found on SCP's website.

Attachment B
SCP's Headquarter Building, Furniture Bid Plan

This item is included as a separate PDF document found on SCP's website.

Attachment C
SCP's Headquarters Building Furniture Specifications Package

This item is included as a separate PDF document found on SCP's website.

Attachment D
Headquarters Building Bid Submittal Documents

Attachment D includes the following documents to be completed and submitted by the Proposer:

- Attachment D1 – Bid Signature Page
- Attachment D2 – Bid Submittal Document- SPECIFIED PRODUCTS

Attachment D1 – Bid Signature Page

The undersigned Vendor hereby submits this proposal in response to SCP's Advanced Energy Center, Furniture Procurement and Installation and agrees to all the terms and conditions thereof. The undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of opening, to furnish all of the items upon which prices are quoted, at the prices set opposite each item, delivered at the designated point within the time specified and subject to the General Provisions for Services. The bidder's signature affixed hereon shall constitute a certification under the penalty of perjury under the laws of the State of California that the bidder has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code. Section 8103.

Vendor Name: _____

Phone Number

Email Address

Address

Federal Tax ID

Addendum Acknowledgement (Number and Date): _____

Per Mandatory Installation Requirements, please provide the following numbers:

CA D-34 License Number: _____

CA DIR Registration Number: _____

Acknowledgement of Insurance Requirements stated in SCPs Standard Agreement

Initial

Authorized Representative Name & Title

Signature & Date

Attachment D2 – Bid Submittal Document- SPECIFIED PRODUCTS

This item is included as a separate Excel document found on SCP's website.

