

# Furniture and Program Supplies Early Head Start Classrooms

Request for Proposal 149-19



**GuilfordChildDevelopment**

1200 ARLINGTON STREET – GREENSBORO, NC 27406

**PRE-PROPOSAL CONFERENCE DATE: MAY 13, 2019 – 11:00 AM**

GUILFORD CHILD DEVELOPMENT

1200 ARLINGTON ST. – GREENSBORO, NC 27406

**REQUEST FOR PROPOSAL DUE DATE: JUNE 19, 2019 – 3:00 PM**

## **CONTACTS FOR THIS REQUEST FOR PROPOSAL**

CHIEF OPERATIONS OFFICER –

MARIA LAYNE-STEVENSON ([maria.stevens@guilfordchilddev.org](mailto:maria.stevens@guilfordchilddev.org))

DIRECTOR OF PROCUREMENT – SHERRY MURR ([sherrym@guilfordchilddev.org](mailto:sherrym@guilfordchilddev.org))

DIRECTOR FOR HEAD START/EARLY HEAD START –

RASHAD RODAS ([rashad.rodas@guilfordchilddev.org](mailto:rashad.rodas@guilfordchilddev.org))

EDUCATION DIRECTOR HEAD START/EARLY HEAD START –

CHARLENE JARVIS ([charlene@guilfordchilddev.org](mailto:charlene@guilfordchilddev.org))

**GUILFORD CHILD DEVELOPMENT**  
**Furniture and Program Supplies for Early Head Start Center**  
**Proposal Issue Date: April 25, 2019**

**Objective of Request for Proposal**

Guilford Child Development (GCD), a 501(c)3 organization and head start grantee for Guilford County, is seeking bids for classroom furnishings and supplies for six (6) early head start classrooms. Attachment A is a listing of items identified. The listing and quantities identified are subject to change

**Pre-Proposal Conference**

A pre-proposal conference is scheduled for May 13, 2019 at 11:00 a.m. in the Andrew Street Conference Room, located in GCD's central office, 1200 Arlington St., Greensboro, NC 27406. Proposers planning to attend should confirm with Sherry Murr, Director of Procurement, by telephone (336) 369-5015 or email [sherrym@guilfordchilddev.org](mailto:sherrym@guilfordchilddev.org) no later than May 8, 2019. The pre-proposal is not mandatory, however, interested proposers are encouraged to attend the pre-proposal conference.

**Issuing Office**

Guilford Child Development  
1200 Arlington St.  
Greensboro, NC 27406  
RFP 149-19  
Attention: Sherry Murr, Director of Procurement

**Closing Date and Submittal Information**

Four (4) original signed proposals with terms and conditions made a part thereof must be received at the address specified above on or before **3:00 p.m. on June 19, 2019**. Proposals shall not be accepted after the stated deadline; late proposals shall be returned to the proposer unopened and shall not be considered for the proposal process.

Proposer shall put their name, address and RFP 149-19 on the outside of the envelope. It is the Proposer's responsibility to ensure that proposals are received prior to the stated closing time. Guilford Child Development shall not be responsible for the proper identification and handling of any proposals submitted incorrectly. Late proposals, late modifications or late withdrawals shall not be considered or accepted after the stated proposal closing date and time and shall be returned unopened. Facsimile and email proposals will not be accepted.

Proposers are required to examine the attached specifications and to conform strictly to the conditions and instructions contained therein. The failure or omission of any proposer to examine the documents shall in no way relieve the proposer from any obligations with respect to this proposal.

Proposals will be carefully evaluated as to conformance with stated specifications.

Guilford Child Development reserves the right to:

- A. Reject any or all proposals not in compliance with public bidding procedures;
- B. Postpone award of the contract for a period not to exceed sixty (60) days from date of proposal opening;
- C. Waive informalities in the proposals; and
- D. Select the proposal which appears to be in the best interest of Guilford Child Development. While cost is the most heavily weighted factor it is not the only consideration for this contract.

### **PROPOSER'S SPECIAL INSTRUCTIONS**

#### **SECTION 2**

##### **A. PROPOSAL TIMELINES**

|                           |   |
|---------------------------|---|
| April 25, 2019            | Advertisement and Release of Proposals                        |
| May 13, 2019 – 11:00 a.m. | Pre-Proposal Conference<br>1200 Arlington St., Greensboro, NC |
| June 19, 2019 – 3:00 PM   | Deadline for Submission of Proposals                          |
| June 26, 2019             | Award of Contract by Guilford Child Development               |
| August 16, 2019           | Delivery/Install Date   |

***NOTE: Guilford Child Development reserves the right to modify this schedule at its discretion. Proper notification of changes in the proposal will be made to all interested parties.***

##### **B. General**

- a. By submitting a proposal, the Proposer certifies that the Proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.
- b. Contractors are expected to operate under their own credit. GCD terms are typically 30 days net for payment. If early pay discounts are available, this information will need to be included in the proposal.
- c. Basis of Proposal. All prices must be complete to include all costs of furnishing material, delivery to site and completion of the project as per the specifications. Terms of sale must be stated on the proposal.
- d. Time for completion. If a completion date is not included in the included specifications, Proposers must state how soon the work could be started on the project and the number of working days required for finishing the project.
- e. Proposals should be limited to twenty (20) pages and should not include extraneous information or marketing materials.
- f. Method of Award. Awards will be made to the lowest responsible and responsive proposer, meeting the conditions and specifications as set forth herein.

- C. **Scope of Work.** The objective of this request for proposal is to furnish six (6) early head start classrooms with the best quality, delivery and suitability of products for the best price. Products are listed on Attachment A. Complete all of the columns on the attached spreadsheet (Attachment A) with pricing, item numbers, etc. Submissions must be on this spreadsheet. Do not rearrange, delete or override items on Attachment A. If the proposer wishes to provide additional items or substitute items, provide the information on a separate tab and indicate there is additional information providing by stating it in the proposal and renaming the tab. GCD is requiring the bid list be submitted on a thumbdrive or CD and be included in the sealed bid packet. **The bid list may not be emailed as electronic submissions are prohibited and will not be accepted for consideration.**

**Proposer Questions.** (Please provide your answers on a separate page).

- a. Do you offer warranty on furniture and supplies? You will be given the opportunity to list warranty information on Attachment A. If a warranty is offered, how does GCD request replacement or repairs?
- b. Do you offer turnkey set-up?
  - i. If yes, what is the cost for this service? Describe exactly how your turnkey service works, from beginning to completion.
- c. If any of your items require assembly, indicate on Attachment A.
  - i. Do you offer assembly? If so, what is the cost?
- d. Do you offer warehouse holding until the entire order is filled and can be shipped complete? If there is a charge for this service, what will it be?
- e. What is your minimum order requirement? Is there a surcharge if the minimum isn't met?
- f. If requested items are backordered, how is GCD notified?
- g. Are backordered items substituted? Who is responsible for a cost difference if substituted item are more expensive?
- h. If a partial award is made as a result of this RFP, does this affect your bid pricing?
- i. Do you charge shipping?
  - i. If yes, provide estimated shipping costs with your proposal submission on Attachment A.
- j. GCD's projected opening of these six (6) classrooms is August 31, 2019. Is this doable? Consider deliveries and set-up, if provided.
- k. All items included in this bid must meet current Head Start/Early Head Start standards. List all dimensions on furniture and/or changing tables, including depth on changing tables on Attachment A.
- l. As a Head Start/Early Head Start Agency, GCD is eligible to receive in-kind discounts. Do you offer in-kind discounts? If yes, are the discounts reflected as a separate line on each invoice?
- m. Describe any value-added services that set your company apart.

**D. Conditions.** Each proposer is held responsible for the examination and/or to have acquainted themselves with any condition of the center, which would affect their work before submitting a proposal. Failure to meet these criteria shall not relieve the proposer of the responsibility of completing the proposal without extra cost to GCD.

**E. Force Majeure**

Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Request for Proposal, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricanes, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of Seller or its suppliers that prevent Seller from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Request for Proposal and subsequent Contract.

**F. Indemnity Clause**

To the extent authorized by the Constitution and the laws of the State of North Carolina, Proposers agree to indemnify and hold GCD, officers, agents and employees harmless from any loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out the activities to be carried out pursuant to the obligations of this Request for Proposal and subsequent Contract.

**G. Governing Law**

Governing Law; Venue. The validity of this Request for Proposal and subsequent Contract and the rights, obligations and relations of interested Proposers shall be construed and determined under and in accordance with the substantive laws of the State of North Carolina with respect to claims governed by state law and the laws of the United States with respect to claims arising under the laws of the United States, without regard to conflicts of laws principles and excluding the Convention on Contracts for the International Sale of Goods. Any legal suit, action or proceeding arising out of or relating to this Request for Proposal and subsequent Contract shall be commenced in a federal or state court that is mutually agreeable to both Parties, and each Party irrevocably submits to the non-exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

**H. Drug Free Workplace**

GCD is a drug-free workplace and all proposers shall adhere to the drug-free policy while on GCD premises. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a proposer, the

employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**I. Criminal Background Checks**

The Proposer warrants that the Proposer, employees and its subcontractors, if any, shall obtain and maintain current criminal history and child abuse background checks on all staff providing services on this project.

**J. PROPOSAL SUBMITTAL**

The proposal and any amendments (if applicable) must be signed and submitted no later than June 19, 2019 at 3:00 p.m. to the address below. Each proposal must be submitted in a sealed envelope and designated with Proposal Number RFP 149-19. To assure that your proposal receives priority treatment, please mark as follows:

Furniture and Program Supplies for Early Head Start Classrooms

Proposal Number RFP 149-19  
Guilford Child Development  
Attention: Director of Procurement  
1200 Arlington Street  
Greensboro, North Carolina 27406  
**Due:** June 19, 2019 – 3:00 p.m.

**K. PROTEST OF SCOPE OF WORK OR TERMS**

Protests must be as specific as possible and identify the RFP section number and title, as well as a description and rationale for the objection. Any such protest shall include the reasons for the protest and shall detail any proposed changes to the scope of work or terms. The Director of Procurement and the Director of Head Start shall respond to any protest and, if necessary, shall issue any appropriate revisions, substitutions, or clarification via addenda to all interested Proposers. A protest may be submitted via email.

It is GCD's intent that this Request for Proposal (RFP) permits competition. It shall be the proposer's responsibility to advise the Director of Procurement in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits competition stated in this RFP to a single source. A proposer who believes any details in the scope of work or terms detailed in the proposal packet are unnecessarily restrictive or limit competition may submit a protest in writing to the Director of Procurement. Such notification must be received by the Director of Procurement not later than ten (10) days prior to the date set for acceptance of proposals.

Guilford Child Development shall not consider any protest against award due to the content of proposal scope of work or contract terms submitted after the established protest deadline. All protests should be directed to Director of Procurement and be marked as follows:

RFP Specification/Term Protest  
RFP 149-19 Furniture and Program Supplies for Early Head Start Classrooms  
Guilford Child Development  
Director of Procurement  
1200 Arlington Street  
Greensboro, North Carolina 27406

If a protest is received in accordance with section above, the proposal opening date may be extended, if necessary, to allow consideration of the protest and issuance of any necessary addenda to the proposal documents.

**L. PROPOSAL SUBMISSION AND SIGNING**

All requested forms and attachments (Signature Page, Proposer Proposal, and, if applicable, an Acknowledgement Addendum, etc.) must be submitted with the Proposal and in the required format. The submission and signing of a proposal shall indicate the intention of the firm to adhere to the provisions described in this RFP.

**M. COST OF PREPARING A PROPOSAL**

The RFP does not commit Guilford Child Development to paying any costs incurred by the Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

**N. INTERPRETATIONS AND ADDENDA**

All questions regarding this proposal shall be directed to the Director of Head Start, Rashad Rodas (rashad.rodas@guilfordchilddev.org) or Director of Procurement, Sherry Murr (sherrym@guilfordchilddev.org). All questions regarding this proposal shall be submitted in writing and emailed to Rashad Rodas ([rashad.rodas@guilfordchilddev.org](mailto:rashad.rodas@guilfordchilddev.org)), Charlene Jarvis (charlene@guilfordchilddev.org) and Sherry Murr (sherrym@guilfordchilddev.org). All questions shall be shared with all interested proposers via email. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an "Addendum" to all prospective Proposers within a reasonable time prior to proposal closing, but in no case not less than 72 hours before the proposal closing. If an addendum is necessary after that time, Guilford Child Development, at its discretion, can extend the closing date. If any Addendum issued as a result of any change in the RFP, the Addendum must be acknowledged by submitting the "Acknowledgment of Addendum" with proposal. **Only questions answered by formal written addenda will be binding.** Oral and other interpretations or clarifications will be without legal effect.

**O. FEDERAL TAX ID REQUIRED**

Upon award of proposal Guilford Child Development requires contractor to complete a W-9 form.

**P. CONFORMATION WITH COPELAND ANTI-KICKBACK ACT**

The federal anti-kickback statute, 42 U.S.C. § 1320a-7b(b), prohibits individuals or entities from knowingly and willfully offering, paying, soliciting or receiving remuneration to induce referrals of items or services covered by Medicare, Medicaid or any other federally funded program. GCD specifically prohibits the acceptance of any gift or gratuity and no employee shall receive any item, ticket(s), or gift(s) in consideration of preference for this proposal.

**Q. STATE/FEDERAL NONCOMPLIANCE NOTICE**

The proposer shall comply with all laws, rules and regulations of any Federal, State, County, or City government, bureau or department applicable to the operations of GCD.

Suppliers and proposers receiving award to do business with GCD will be required to submit written certification that the organization and its principals are not debarred, suspended or proposed for debarment by the Federal Government. In addition, suppliers and contractors granting first-tier sub-awards (contracts) for \$25,999 or greater will be required to obtain a written certification at the time of award of the subcontract, stating that neither the subcontractor nor its principals is debarred, suspended, or proposed for debarment by the Federal Government. This requirement is in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" (Circular No. A-110 Revised).



**R. PROPOSAL VALIDITY PERIOD**

Each proposal shall be irrevocable for a period of sixty (60) days from the Proposal Opening Date.

**S. FORM OF CONTRACT**

The contract will incorporate the terms and conditions from this RFP document and the successful proposer's response documents. **Firms taking exception to any of the contract terms shall submit a protest or request for change in accordance with Section I, "Protest of Scope of Work or Terms" or their exceptions will be deemed waived.**

**T. TERMINATION**

The contract may be terminated by mutual consent of both parties or solely by Guilford Child Development at its discretion with a 30 days written notice. If the Contract is so terminated, Proposer shall be paid in accordance with the terms of the Contract.

**U. NON-COLLUSION**

Proposer certifies that this proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

**V. CONTRACT AWARD**

If a contract is to be awarded as a result of this Request for Proposal, it shall be awarded to proponent who is responsible and whose proposal provides the best potential value to GCD. Responsible means the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure performance of the contract obligations. Notice in writing to a proponent and subsequent execution of a written Contract shall constitute the making of a contract. No proponent shall acquire any legal or equitable rights or privileges whatever until the contract is signed.

**W. PROVISIONS**

The contract shall contain the relevant provisions of this Request for Proposal and of the successful proposal, as well as such other terms as may be mutually agreed upon, whether arising from the proposal or as a result of any negotiations prior or subsequent thereto. In the event of any inconsistency between this Request for Proposal and the ensuing contract, the contract shall govern.

**X. CANCELLATION**

GCD has the right to cancel this Request for Proposal at any time and to reissue it for any reason whatsoever without incurring any liability and no proponent shall have any claim against GCD as a consequence.

**Y. REVIEW**

An evaluation committee shall review each proposal. GCD reserves the exclusive right to determine the qualitative aspects of all proposals relative to the evaluation criteria. The proposal and accompanying documentation submitted by the proponents are the property of GCD and shall not be returned.

**EVALUATION CRITERIA**

- Company’s past performance and experience. 15 pts.
- Ability to provide turnkey service. 25 pts.
- Performance of the proposer by references supplied (At least 3). 15 pts.
- Ability to meet August 16, 2019 deadline 15 pts.
- Low-proposal results and compliance to the Proposal Documents 30 pts.

**SIGNATURE PAGE**

I have read and agreed to submit a proposal based on this Request for Proposal. By my signature I acknowledge having read, understood and agree to the provisions as described in this Request for Proposal.

\_\_\_\_\_  
Representative's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email