



## **REQUEST FOR PROPOSAL – PC943**

### **FURNITURE AND APPLIANCES FOR KNOWLEDGE & EDUCATION FOR SUCCESS (KEYS) NON-PROFIT**

**KNOWLEDGE & EDUCATION FOR YOUR SUCCESS (KEYS)  
680 S. Waterman Ave.  
San Bernardino, CA 92408  
June 2017**

## I. INTRODUCTION

KEYS Non-Profit (KEYS) is a 501 (c) (3) affiliate of the Housing Authority County of San Bernardino that offers an array of supportive services to economically disadvantaged families and their children. The *mission* of KEYS is to empower individuals impacted by poverty in San Bernardino County to unlock their potential for success. Over the past few years, KEYS has focused on some of the families in greatest need throughout San Bernardino County through our Supportive Services for Veteran Families Program (SSVF), Housing Support Program (HSP) and Keys for Life Program (KFL) by providing rapid re-housing services to homeless veterans, individuals and families using a Housing First approach with Family Strengthening as the core of our services.

Our rapid rehousing programs are based upon national best practices to rapidly transition homeless individuals and families back into permanent housing. In addition, we offer intensive case management to families using a housing stability plan for continued support in an effort to prevent them from returning to homelessness.

KEYS continues to focus on a collective impact strategy that aligns with a county wide approach. KEYS is committed to utilizing its unique case work model as it works to develop new partnerships and bring additional funding resources into the region to meet the needs of the county's most vulnerable households and enhance resources within our local communities.

## II. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit responses from qualified firms/companies to furnish Furniture and Appliances to KEYS as identified in the "Scope of Work" (Exhibit A) of this request.

### Contact Information:

This RFP is being issued, as will any addenda by the KEYS. The contact person for the KEYS is:

Angie Lardapide, Procurement Officer  
715 E. Brier Drive  
San Bernardino, CA 92408-2841  
(909) 890-0644  
Email: [procurement@hacsb.com](mailto:procurement@hacsb.com)

Email address may be used to submit questions only. Proposals will not be accepted by email or facsimile. One (1) un-bound original, one copy, and one digital copy in the form of a CD or flash drive to the contact person noted above.

### III. Contract Term

The Contract period will be for a one (1) year period beginning approximately August 2017 through August 2018, with the option to renew one (1) year at a time up to 3 years through approximately August 2021.

### IV. Proposal Timeline

Release of RFP	June 5, 2017
Question Due	June 12, 2017 @ 2PM
Answers to Questions	June 19, 2017
Proposals Due	July 5, 2017 @ 2PM
Evaluation Process	July 2017
Presentations	July 2017 if needed
Award of Contract	August 2017

KEYS may insert elective choices such as site visit, oral interviews, presentations, demonstrations, shortlist, best and final offers, etc.

Questions regarding the contents of this RFP must be submitted in writing on or before time and date and directed to the RFP Contact listed in Section II, Paragraph A - Purpose. All questions submitted will be answered and posted on KEYS's website. <http://ww2.HACSB.com/business>

### V. PROPOSAL CONDITIONS

#### A. Authorized Signatures

All proposals must be signed by an individual authorized to bind the Proposer to the provisions of the RFP.

#### B. Term of Offer

Proposals shall remain open, valid and subject to acceptance anytime within nine (9) months after the proposal opening.

#### C. Required Review

Proposers should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the RFP contact at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of proposals upon which award could not be made. Protests based on any omission or error, in the content of this RFP, may be disallowed if not brought to the written attention of the RFP Contact in Section II, Paragraph A – Purpose, at least five days before the Deadline for Proposals.

#### D. Incurred Costs

KEYS is not obligated to pay any costs incurred by Proposer in the preparation of a proposal in response to this RFP. Proposers agree that all costs incurred in developing a proposal are the Proposer's responsibility.

#### E. Amendments/Addenda to RFP

KEYS reserves the right to issue addenda or amendments to this RFP if KEYS considers that changes are necessary or additional information is needed.

Changes to a proposal or withdrawal of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline.

#### **F. Best Value Evaluation**

As established in this solicitation, KEYS realizes that criteria other than price are important and will award contract(s) based on the proposal that best meets the needs of KEYS. The optimal combination of quality, price, and various qualitative elements of required services will provide KEYS the greatest or best value for its money.

#### **G. Right of Rejection**

Offers must comply with all of the terms of the RFP, and all applicable local, state, and federal laws, codes, and regulations. KEYS may reject as non-responsive any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Proposers may not qualify the proposal nor restrict the rights of KEYS. If Proposer does so, the proposal may be determined to be a non-responsive counter-offer and the proposal may be rejected.

No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by KEYS to be immaterial or inconsequential, KEYS may choose to accept the proposal.

Minor informalities may be waived by the Director of Procurement and Contracts when they:

- Do not affect responsiveness;
- Are merely a matter of form or format;
- Do not change the relative standing or otherwise prejudice other offers;
- Do not change the meaning or scope of the RFP;
- Are trivial, negligible, or immaterial in nature;
- Do not reflect a material change in the work; or
- Do not constitute a substantial reservation against a requirement or provision;

In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or KEYS may elect to waive the deficiency and accept the proposal.

This RFP does not commit KEYS to award a contract. KEYS reserves the right to reject any or all proposals if it is in the best interest of KEYS to do so. KEYS also reserves the right to terminate this RFP process at any time.

#### **H. Clarification of Offers**

In order to determine if a proposal is reasonably acceptable for award, communications by the Facilitator for the Evaluation Panel are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the Facilitator may be adjusted as a result of a clarification under this section.

#### **I. Disclosure of Criminal and Civil Proceedings**

KEYS reserves the right to request the information described herein from the Proposer selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer. KEYS also reserves the right to obtain the requested information by way of a background check performed by an

investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to KEYS. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

#### **J. Debarment and Suspension**

Further, Proposer affirms that it has no record of unsatisfactory performance with KEYS in the twenty-four (24) month period immediately preceding the date of issuance of this RFP.

#### **K. Board and Staff Communications**

Under no circumstances may any member of the KEYS or any staff member other than the contact specified in Section II – Paragraph A, be contacted during this RFP process, by any entity intending to submit a response to this RFP. Failure to comply with this request will result in disqualification.

#### **L. Final Authority to Award**

The final authority to award contracts as a result of this RFP rests solely with the KEYS Board for approval.

### **VI. SCOPE OF WORK**

Refer to "Exhibit A"

### **VII PROPOSAL SUBMISSION REQUIREMENTS**

#### **A. General**

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.

2. Proposals must be received by the designated date and time. Late or incomplete proposals will not be accepted.
3. Paper responses must be submitted, at the location identified in the solicitation, by mail or in person to the RFP Contact listed in Section II, Paragraph A – Purpose and will be time/date stamped when received and can be withdrawn at any time prior to the scheduled deadline for submission of the proposal.
4. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP.
5. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

#### **B. Proposal Format**

Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

##### **1. Presentation**

All hard copies of proposal must be submitted on 8 ½ x 11 paper. Each page, including attachments, must be clearly and consecutively numbered.

Submit one (1) un-bound original, one copy, and one digital copy in the form of a CD or flash drive to the contact person noted above.

Hand carried proposals may be delivered to the RFP Contact identified in Section I between the hours of 8AM and 4PM, Monday through Friday, excluding office closure days and holidays observed by KEYS. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

#### **VIII. Evaluation Criteria**

Proposals will be evaluated based on pricing and proposal submission requirements above.

#### **IX. RFP REQUIREMENTS AND CONDITIONS**

## **A. Minimum Requirements**

This RFP sets forth the minimum requirements that all submissions shall meet. Failure to submit proposals in accordance with this request may render the proposal unacceptable.

### **a. Company Information/Experience**

- Consultant/firm should have six (6) years of proven experience.
- Current Client References – “Exhibit D”
- Provide the name and resume of the Offeror’s Contractor Representative who, if the Offeror is selected for award, would be responsible for the daily oversight of the Contract from the Contractor’s perspective.

### **b. Experience**

- Discuss your experience, in supplying Furniture and Appliances.

### **c. Pricing**

- Provide pricing in “Exhibit B”

## **B. Disputes**

In case of any doubt or differences of opinions as to the participation sought hereunder, or the interpretation of the provisions of the RFP, the dispute process shall apply.

Contractors may appeal the recommended award, provided the appeal is in writing, contains the RFP number, is delivered to the address listed in Section II – Paragraph A of this RFP, and is submitted according to the time requirements listed below. The following shall apply to protests (unless otherwise specified, this section will use the term “protest” to also include disputes and appeals):

Solicitation: Contractors may protest a solicitation issued by KEYS. It must be received by the Director of Procurement and Contracts before the bid or proposal submittal deadline, or it will not be considered.

Award RFP: Any protest against the award of a contract based on an RFP must be received by the Director of Procurement and Contracts no later than two full business days after the bid submittal deadline, or before award of the contract, whichever is earlier, or the protest will not be considered.

Award RFP/RFP: Any protest against the award of a contract based on an RFP or RFP or appeal of a decision by KEYS to reject a proposal, must be received by the Director of Procurement and Contracts within three business days after notification to an unsuccessful proposer that they were not selected, or the protest will not be considered.

Rejection of Bid: Any protest of a decision by KEYS to reject a bid submitted in response to an RFP must be received by the Director of Procurement and Contracts within two business days after being notified in writing of KEYS’s decision, or the appeal will not be considered.

A written response will be directed to the appealing Contractor within fourteen (14) calendar days of receipt of the appeal, advising of the decision with regard to the appeal and the basis for the decision.

The decision of the KEYS shall be final and binding upon all parties.

## X. INSURANCE REQUIREMENTS

A. **Proof of Insurance**, shall not be terminated or expire without thirty (30 days written notice, and are required to be maintained in force until completion of the contract. The Contractor shall require all subcontractors used in the performance of this contract to name KEYS as an additional insured. Following are the standard types and minimum amounts.

- General Liability:** \$1,000,000; per occurrence for bodily injury, personal injury and property damage liability; *KEYS Additional Insured* or,
- Commercial General Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence; *KEYS additional named insured.*
- Comprehensive Automobile Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and aggregate; *KEYS Additional Insured.*
- Errors and Omissions Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$1,000,000 aggregate or,
- Professional Liability:** \$1,000,000; per occurrence and aggregate.
- Workers' Compensation:** statutory limits or,
- Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.
- Environmental Liability:** \$500,000; per occurrence and aggregate; *KEYS Additional Insured.*
- Owner's Liability:** 100% of insurable value of the work, Builder's Risk, Extended coverage for Vandalism and Malicious Mischief, if required; *KEYS additional named insured.*
- Fire Insurance with Extended Coverage:** 100% of insurable value of the work; Builder's Risk, Extended coverage including Vandalism and Malicious Mischief, if required; *KEYS Additional Insured.*

B. Failure to provide proof of insurance or failure to maintain insurance as required in this bid, or by law; are grounds for immediate termination of the contract. In addition, the awarded bidder should be liable for all re-procurement costs and any other remedies under law.

### C. Indemnification and Insurance Requirements

#### 1. Indemnification

The Contractor agrees to indemnify, defend and hold harmless KEYS and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by KEYS on account of any claim therefore, except where such indemnification is prohibited by law.

**2. Additional Named Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming KEYS and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

**3. Waiver of Subrogation Rights**

The Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against KEYS, its officers, employees, agents, volunteers, Contractors and subcontractors.

**4. Policies Primary and Non-Contributory**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by KEYS.

**5. Proof of Coverage**

The Contractor shall immediately furnish certificates of insurance to KEYS Procurement Department administering the Contract evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

**6. Insurance Review**

The above insurance requirements are subject to periodic review by KEYS. KEYS's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of KEYS. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against KEYS, inflation, or any other item reasonably related to KEYS's risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

**XI. CONTRACT CONDITIONS**

**Americans with Disabilities Act**

Proposer must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.

**Contract Terms and Final Selection**

The selected company will be expected to sign the KEYS's Contract Agreement, which will specify the term of service, likely to be annually. If the selected applicant and the KEYS cannot come to terms with respect to the contract, the KEYS reserves the right to select the next most qualified applicant or to terminate this RFP and to re-issue a new RFP if no Proposer is acceptable to the KEYS.

## **EXHIBIT A – Scope of Services**

The scope of this RFP includes purchase, delivery and installation of household furniture and/or appliances to families throughout San Bernardino County. This RFP is divided into itemized categories (Refer to Attachment A). The bidder can opt to bid for both categories or select one. Selection may go to multiple bidders to fulfil this request.

### **Needs and Expectations**

The target area is all San Bernardino County which includes rural and urban communities. The bidder will be responsible to coordinate delivery of product upon order within a timely manner, particularly within the customers move in date into permanent housing. In addition to the itemized purchase subject of the RFP, KEYS requests to the bidder to establish a discount structure for competitive pricing. Selection of the award will contract purchasing with one year contract with option to renew. The project goal is to provide quality furnishings that are durable, easily maintained, functional, visually and acoustically pleasing that promotes improved quality of life for our customers.

KEYS is soliciting bidders that can propose itemized furnishing that shall be new and guarantee warranty. Note: appliance may be new or refurbished.

Bidders are responsible for confirming that all delivered items are installed, assembled at the delivery site. Items are only to be delivered to location specified by KEYS. Bidders will not move or dispose other items. Bidder must confirm that all items are fully functional upon installation.

## Exhibit B - PROPOSAL PRICING FORM

Proposal: **Furniture and Appliances for KEYS non-profit - PC955**

Vendor Name: \_\_\_\_\_

To: Knowledge & Education for your Success (KEYS)  
 680 S. Waterman Ave.  
 San Bernardino, CA 92408

1. The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the Specifications, if any thereto, hereby proposes to furnish all labor, materials, equipment and services required to provide such service(s) described in the scope of work in accordance therewith, for the sum of:

Furniture:	Size:	Pricing:
Folding metal platform bed w/ OUT mattress	Twin, full, queen	
Folding metal platform bed w/ mattress	Twin, full, queen	
Bed frame, mattress with Headboard	Twin, full, queen	
Bed frame, mattress Without Headboard	Twin, full, queen	
Bunk bed w/ mattress	Twin, Full	
Crib w/ mattress		
Crib-3 in 1 w/ mattress		
Special comfort mattress (single pad)	Twin, full, queen	
Special comfort mattress (double pad)	Twin, full, queen	
Five drawer chest		
Dining set	5 piece	
Dining set	7 piece	
Coffee table		
Table lamp	Set of 2	
End tables		
Sofa bed		
Sofa		
loveseat		
Chair		
Refrigerator	New or refurbished. Multiple sizes	
Stove	New or refurbished. Standard	

(Please Note that this pricing will be used for bid evaluation purposes and may be subject to negotiation with the highest rated proposer –based on agency needs and budget constraints)

**NOTE: To be considered responsive to the RFP, the Respondent must complete and submit the enclosed “PROPOSAL PRICING FORM” with their submission. RFP submissions that do not contain a completed “PROPOSAL PRICING FORM” will be deemed not responsive and may be removed from further consideration.**

2. In submitting this proposal it is understood that the right is reserved by KEYS to reject any and all proposals. If written notice of the acceptance of this proposal is mailed, telegraphed, faxed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to a contract/agreement in the prescribed form and furnish any required insurance requirements within ten (10) days after the contract is presented to him for signature.

**NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.**

Date \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Official Address)

\_\_\_\_\_  
(By)

\_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_

\_\_\_\_\_  
(Telephone Number)

## EXHIBIT C - Contact Information Form

To: Angie Lardapide, Procurement Officer  
Email: [procurement@hacsb.com](mailto:procurement@hacsb.com)

This email is to acknowledge that we are in receipt of RFP #PC955 – Furniture and Appliances – KEYS non-profit and have noted our intention to submit a proposal.

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact/Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### I PLAN TO SUBMIT A PROPOSAL.

- Yes, I will be submitting a proposal.  
 Maybe, I need to research and get more information (contact KEYS-information listed above)

### NO BID. Indicate *any* of the following. We:

- Do **NOT** desire to be retained on the vendor list.  
 Desire to be retained on the vendor list, but decline to bid based on the following:  
 Cannot comply with specifications/scope of work, Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
 Cannot meet delivery requirements, Explain: \_\_\_\_\_  
\_\_\_\_\_  
 Do not regularly provide this type of product/service  
 Other, Explain: \_\_\_\_\_  
 Please update my information as listed above.

### HOW YOU FOUND OUT ABOUT THE BID. Indicate *any* of the following. We:

- Checked the website  
 Received notice by fax or e-mail  
 Newspaper Ad, please list paper: \_\_\_\_\_  
 Trade Publication, please list: \_\_\_\_\_  
 Plan Room, please list: \_\_\_\_\_  
 Other, Explain: \_\_\_\_\_

**Exhibit D - CURRENT CLIENT REFERENCES (required)**

*Submit this form with the BID, failure to do provide may be grounds for disqualification.*

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, ST, Zip \_\_\_\_\_  
Fax/Phone/Email \_\_\_\_\_  
Contact Name/Title \_\_\_\_\_  
Type of Engagement \_\_\_\_\_

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, ST, Zip \_\_\_\_\_  
Fax/Phone/Email \_\_\_\_\_  
Contact Name/Title \_\_\_\_\_  
Type of Engagement \_\_\_\_\_

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, ST, Zip \_\_\_\_\_  
Fax/Phone/Email \_\_\_\_\_  
Contact Name/Title \_\_\_\_\_  
Type of Engagement \_\_\_\_\_

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, ST, Zip \_\_\_\_\_  
Fax/Phone/Email \_\_\_\_\_  
Contact Name/Title \_\_\_\_\_  
Type of Engagement \_\_\_\_\_

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, ST, Zip \_\_\_\_\_  
Fax/Phone/Email \_\_\_\_\_  
Contact Name/Title \_\_\_\_\_  
Type of Engagement \_\_\_\_\_

Bidder's Company Name \_\_\_\_\_  
Legal Structure (corp./partner/proprietor) \_\_\_\_\_  
Principle Office Address \_\_\_\_\_  
City, ST, Zip \_\_\_\_\_  
Phone Number & Fax Numbers \_\_\_\_\_  
Email \_\_\_\_\_  
Federal Employer Identification Number \_\_\_\_\_  
Title of Person Authorized to Sign \_\_\_\_\_  
Print Name of Person Authorized to Sign \_\_\_\_\_  
Date Signed and Authorized Signature \_\_\_\_\_