TITLE: Food Services Distributor

USING DEPARTMENT: CCA Nutrition

ISSUE DATE: March 7, 2017

DUE DATE: 2:00 p.m. EST, Friday, April 28, 2017

ISSUING AGENCY: CCA
Procurement
3000 E Belknap
Fort Worth, Tx
76111

Sealed Proposals subject to the conditions made a part hereof will be accepted until 2:00 p.m. EST, Friday, April 28, 2017 for furnishing services described herein.

<table>
<thead>
<tr>
<th>SAMPLES DELIVERY</th>
<th>DELIVERY BY ELECTRONIC MEANS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: April Williams, Sr. Procurement Manager Analytical Food Laboratories Attn: 865 Greenview Drive Grand Prairie, Texas 7505</td>
<td>Attn: April Williams, Sr. Procurement Manager CCA Procurement <a href="mailto:RFPSubmission@childcareassociates.org">RFPSubmission@childcareassociates.org</a></td>
</tr>
</tbody>
</table>

Direct all inquiries concerning this RFP to: April Williams, Sr. Procurement Manager 3000 E Belknap Fort Worth, Texas 76111 817-838-0055 X 1112

1. *ESTIMATED TIMELINE*

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Release Date (includes public notice)</td>
<td>Send to <a href="mailto:RFP@childcareassociates.org">RFP@childcareassociates.org</a></td>
<td>March 7, 2017</td>
</tr>
<tr>
<td>Mutual Confidential Agreement</td>
<td>Send to <a href="mailto:RFP@childcareassociates.org">RFP@childcareassociates.org</a></td>
<td>March 17, 2017</td>
</tr>
<tr>
<td>Attachment A&amp;B signed and returned</td>
<td>Send to <a href="mailto:RFP@childcareassociates.org">RFP@childcareassociates.org</a></td>
<td>March 24, 2017</td>
</tr>
<tr>
<td>Deadline for Inquiries</td>
<td>Send to <a href="mailto:RFP@childcareassociates.org">RFP@childcareassociates.org</a></td>
<td>March 24, 2017</td>
</tr>
<tr>
<td>Deadline for Samples</td>
<td>Send samples to address above</td>
<td>March 30, 2017</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>Send to <a href="mailto:RFPSubmission@childcareassociates.org">RFPSubmission@childcareassociates.org</a></td>
<td>April 28, 2017 @ 2:00 PM</td>
</tr>
<tr>
<td>Validation of RFP Received</td>
<td>Proposal Due date to Public Opening</td>
<td></td>
</tr>
<tr>
<td>Public Opening – Evaluation Team/Scoring Panel</td>
<td>May 3, 2017 @ 1:00 PM</td>
<td></td>
</tr>
</tbody>
</table>
NOTE: A PREPROPOSAL CONFERENCE CALL for all prospective Bidders will be held at 10:00 a.m., Thursday, April 7, 2017. Questions may be submitted in writing via email to RFP@childcareassociates.org prior to conference call, no later than March 24, 2017. No other contact (regarding this RFP) with CCA is permitted during the bid process. Unauthorized contact may subject your proposal to rejection. Attachments C and D will be provided to prospects after the receipt of the Mutual Confidentiality Agreement.

1. CORPORATE OVERVIEW

As the largest child development nonprofit organization in North Texas, CCA (“CCA”) prides itself on being the champion of the early learning field. CCA has served over 545,000 at-risk young children and their families since its establishment in 1968. CCA has been a trusted community partner for the last 48 years, working at the forefront of quality early childhood care and education. CCA serves approximately 17,000 young children per year and has an annual budget in excess of $70 million. CCA is a non-profit organization that provides subsidized childcare to low income families in North Central Texas as well as West Texas. CCA is a non-profit corporation under Section 501(c)(3) of the Internal Revenue Code. A volunteer Board of Directors governs CCA. Administrative offices and all records are located at 3000 E. Belknap Fort Worth, TX 76111.

2. RFP GOALS AND OVERVIEW

The goal of this RFP is to provide all bidding Suppliers with CCA requirements in order to respond, as well as, establish a formal procurement process where all solicitations will be open and free competition.

CCA seeks proposals from qualified vendors (hereafter referred to as “vendor”, “supplier” or “contractor”) for the provision of food products and related items. CCA intends to award a contract designating a single or multiple sources as the preferred supplier(s) for a period of 1 year, with an option to renew for an additional 2 years.

CCA is requiring that supplier(s) provide an online order system capable of identifying CCA employees, ship-to addresses, department names and locations, and by classroom/location. Supplier’s system will allow for select CCA personnel to be assigned as system administrators to manage user-defined parameters, as well as, manage and monitor fixed contract pricing that results from this proposal. The successful bidder will designate delivery days for all 24 locations in the Fort Worth area.
The successful contractor will furnish/deliver food service products and related items to the following CCA locations:

<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abram HS &amp; CDC</td>
<td>1901 E. Abram Arlington, TX 76010</td>
</tr>
<tr>
<td>Arlington, TX II HS &amp; CDC</td>
<td>525 Browning Arlington, TX 76010</td>
</tr>
<tr>
<td>B.T. Williams HS &amp; CDC</td>
<td>4800 S. Riverside Dr. Fort Worth, TX 76119</td>
</tr>
<tr>
<td>Blanche HS &amp; CDC</td>
<td>2900 Stalcup, Fort Worth, TX 76105</td>
</tr>
<tr>
<td>Carson HS &amp; CDC</td>
<td>2800 Carson St. Haltom City 76117</td>
</tr>
<tr>
<td>Circle Park HS &amp; CDC</td>
<td>1519 Circle Park Blvd. Fort Worth, TX 76111</td>
</tr>
<tr>
<td>Diamond Hill HS &amp; CDC</td>
<td>2412 Salisbury St. Fort Worth, TX 76106</td>
</tr>
<tr>
<td>Diamond Road HS &amp; CDC</td>
<td>2526 Diamond, Rd. Fort Worth, TX 76106</td>
</tr>
<tr>
<td>Forest Hill HS &amp; CDC</td>
<td>6901 Forest Hill Dr. Fort Worth, TX 76140</td>
</tr>
<tr>
<td>Fuller HS &amp; CDC</td>
<td>800 W. Fuller Fort Worth, TX 76115</td>
</tr>
<tr>
<td>Gragg HS &amp; CDC</td>
<td>2400 E. 1st St. Fort Worth, TX 76111</td>
</tr>
<tr>
<td>Linda-Kay HS &amp; CDC</td>
<td>824 Oakwood Dr. Hurst, TX 76053</td>
</tr>
<tr>
<td>Mansfield HS &amp; CDC</td>
<td>800 E. Broad St. Mansfield, TX 76063</td>
</tr>
<tr>
<td>Mid-Cities HS &amp; CDC</td>
<td>500 N. Main Euless, TX 76039</td>
</tr>
<tr>
<td>North Fort Worth, TX HS &amp; CDC</td>
<td>901 N.W. 30th St. Fort Worth, TX 76106</td>
</tr>
<tr>
<td>Park Lake</td>
<td>3312 Park Lake Drive. Fort Worth, TX 76133</td>
</tr>
<tr>
<td>Reagan HS &amp; CDC</td>
<td>3200 Reagan Fort Worth, TX 76116</td>
</tr>
<tr>
<td>River Oaks HS &amp; CDC</td>
<td>4907 Ohio Garden Rd Fort Worth, TX 76106</td>
</tr>
<tr>
<td>Rosedale HS &amp; CDC</td>
<td>5304 E. Rosedale Fort Worth, TX 76105</td>
</tr>
<tr>
<td>Rosedale V</td>
<td>4244 East Rosedale Fort Worth, TX, 76105</td>
</tr>
<tr>
<td>Southside EHS CDC</td>
<td>4230 E. Rosedale Fort Worth, TX 76105</td>
</tr>
<tr>
<td>Tucker HS &amp; CDC</td>
<td>1521 W. Tucker Blvd. Arlington, TX 76013</td>
</tr>
<tr>
<td>White Settlement HS &amp; CDC</td>
<td>728 Comal St. White Settlement, TX 76108</td>
</tr>
<tr>
<td>Uplift Academy</td>
<td>1801 S. Beach Fort Worth, Texas 76105</td>
</tr>
</tbody>
</table>

Objectives of the Master Agreement include the following:

- Provide a comprehensive competitively solicited Master Agreement offering Products and Services to CCA.
- Establish data points and begin monitoring acceptable ranges.
- Achieve cost savings for Suppliers and CCA through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- Reduce CCA’s administrative and overhead costs by utilizing a technology solution.
2. CONTRACT PERIOD

The term of any resulting contract will commence on or about June 1, 2017 and end on May 31, 2018. At CCA’s option and under the same terms and conditions contained herein, this contract may be extended for two (2) additional one-year periods, not to exceed May 31, 2020. CCA intends to notify the awarded contractor by May 8, 2017, and reserves the right to delay the process.

3. SCOPE OF WORK – the following scope of work is specific to the CCA. The awarded Contractor shall, at a minimum, meet the requirements listed herein USDA requirements.

DE DELIVERY

3.1 The contractor shall provide food products and related items for use at CCA Center locations. Specific delivery instructions shall be followed, and CCA will review all services throughout the life of any resulting contract.

3.2 Deliveries shall be made as specified. CCA reserves the right to approve or reject any changes in the time and days of deliveries.

3.3 The contractor shall provide successful delivery rate of at least 98% of the items ordered.

3.4 All refrigerated foods must be stored between 32-40°F, and be delivered in a refrigerated vehicle and received at or below 40°F. Frozen foods must be delivered in a vehicle that has a freezer and received in frozen state with no signs of refreezing. All goods must be delivered in a good condition. Dry goods will be dry, with the cartons clean and intact.

3.5 In the event that questions arise concerning the acceptable quality of an item offered or delivered, CCA will make the final decision as to acceptability of the product. If CCA rejects a substituted brand of an item, CCA will specify one or two acceptable brands and request documentation (nutrition labels, etc.) for those brands. CCA is not responsible for cost differentials of substituted items.

3.6 If the contractor cannot deliver an item that has been ordered, the contractor shall purchase the item from another source and deliver to CCA, without additional cost, by the time specified by CCA.

3.7 The contractor shall comply with CCA requirements specific to delivery, quality and volumes of the items quoted. Other items may be added and will be subject to the provisions of any resulting contract. Drops must be made during business hours.

3.8 In the event the wrong product is delivered due to vendor or distributor negligence, vendor must quickly correct issue, and is responsible for any courier fees associated with same/next day delivery.

PRODUCT

3.9 Pack size changes will be allowed if product meets CCA specifications. Pack size differences shall be clearly marked in the proposal response. Changes must be notified to CCA.
within 24 hours.

3.10 Brand names may be changed provided a suitable substitute is tested and/or accepted by the CCA, except for those items marked as “SUB NOT ALLOWED”. The contractor shall bid on and provide the exact brand and pack size specified on “SUB NOT ALLOWED” items, or provide documentation proving that particular product is unavailable to them.

3.11 The contractor shall have a viable Hazard Analysis and Critical Control Program (HACCP) in place and shall provide documentation of that program immediately with the RFP response.

3.12 All products shall meet or exceed the requirements of USDA Grade A specifications. CCA will require documentation from the packer that all products meet Grade A Specifications.

3.13 Proposing contractors will be required to supply samples of any products during the evaluation process without charge to CCA. Samples will not be returned to proposing vendors.

3.14 CCA provides nutritional information and ingredients to customers for all provided products. Therefore, the contractor shall supply this information to CCA either on its website or upon request for new products.

**PRICING & INVOICING**

3.15 Prices shall reflect cost plus handling fee. Cost to CCA is defined as the cost of supplies actually purchased plus transportation costs minus discounts, promotional allowances or manufacturer rebates plus the handling fee. Cost of delivery to CCA is to be included in the handling fee. Vendor shall honor pricing provided in response to the RFP for entire length of contract. Thereafter, prices may be changed to reflect the actual delivered cost of items to the contractor. Net delivered cost to CCA shall always be based on the true and current cost of the product delivered at the time of delivery. The handling fee shall remain the same throughout the contract period. Under no circumstances will the CCA’s prices be increased should quantities fall short or exceed usage estimates provided. Quantities stated are estimates only and are not commitments to buy.

3.16 After the awarding of the RFP, if CCA selects new items to be purchased, the contractor will have first opportunity to provide any new item requested by the CCA. The new item shall be supplied in a reasonable length of time (no more than 4 weeks). If it is determined that another supplier has the new item in stock, the contractor shall purchase that item from the other supplier for CCA until the contractor has the item in its warehouse.

3.17 CCA will conduct selective audits of the contractor’s invoices and proof of payment for all items purchased periodically. During this audit, the contractor shall provide proof of actual invoice and cost of the items provided to validate the price charged to CCA. The information may include, but is not limited to, invoices for distributor purchases from their manufacturers: freight bills or support documentation of any applicable discount pricing or off-invoice allowances. In the event CCA has been overcharged, the contractor will reimburse CCA for the amount of the overcharge.

3.18 Invoicing to include fund account, GL account, Site account and item code.
TECHNOLOGY

3.19 Proposing contractors will be required to have technology that aides CCA with complying with USDA requirements of portion sizes. **An ideal system should be able to create menus, scale recipes, create production sheets, analyze cost per meal, and stock items.** The system should also manage purchases orders, receiving, and various cost accounting functions. The contractor shall supply an interface or login platform for their ordering system to place orders and maintain system pricing information.

3.20 Recipe/Production manual is desired and should have capability to flag known allergens (i.e. Fish, wheat, egg, etc.)

3.21 CCA will place orders online. If additional equipment or software is required to electronically transmit orders, the contractor shall supply this at no additional cost to the CCA.

3.22 The contractor shall provide reports to CCA on product usage, price changes, etc., as requested.

SERVICE LEVEL/ ACCOUNT MANAGEMENT

3.23 The contractor shall provide an Account Manager for CCA to coordinate the program. The representative will be required to meet with CCA officials quarterly to discuss issues of concern and shall be accessible during regular business hours in the event of an emergency.

3.24 CCA reserves the right to cancel this contract with thirty (30) days written notice at any time during the contract if it deems the contractor has repeatedly failed to perform its obligation to the standards described herein and/or looses government funding.

The contractor is considered to be failing to perform its obligation for:

- Multiple deliveries missed, late, or incomplete.
- Repeated instances of food products that arrive spoiled, damaged, or are of substandard quality
- Excessive numbers of product substitutions (“excessive” to be determined by CCA)
- Prices of a significant number of items delivered increased beyond that of the general food service industry.
- Failure to meet or pay monetary amounts guaranteed in the bid.
- Failure to provide adequate service to CCA to respond to problems and resolve them with 24 hours.
- Any other substantial failures to meet the goals of this RFP.

ORDERING PROCESS

3.25 The vendor is required to maintain a toll-free number for ordering, inquiries, and customer service in addition to a 24-hour access website for order placement and delivery tracking. The vendor will provide an immediate acknowledgement of confirmation following any request to place an order. The acknowledgement will be submitted by email, regardless of what method is used to place the order. The vendor shall describe its acknowledgement process.
Order Requirements:

1. Any replacement items are of equal or better quality.
2. Buyer must be notified if an item is not available at the time the order is placed and presented with an option of a replacement item or the back-ordered item when it becomes available.
3. Estimated delivery dates must be provided for all backordered items.
4. If a back-ordered item is not available on the estimated delivery date, the buyer placing the order must be notified prior to the estimated delivery date and given the option of a replacement item or the back-ordered item when it becomes available. If the buyer is not satisfied with the quality of the replacement product, the buyer has the right to return the product. The buyer will not incur any cost for return of the product, including but not limited to courier fees.

4. ADDITIONAL REQUIREMENTS

4.1 Proposals will only be considered from contractors organized primarily for the purpose of providing perishable foods and beverages to CCA, with a record of successful operation. Experience servicing organizations similar in size and scope to those required herein is required. CCA will only accept proposals directly from food distributors or organizations, such as Group Purchasing Organizations, that have direct contractual relationships with each manufacturer. Three references must be provided to substantiate the required experience. The attached reference form must be completed. It is the vendor’s responsibility to provide valid reference information and CCA reserves the right to use reference check responses in its evaluation of proposals.

4.2 Delivery Schedule: The delivery day(s) will be mutually agreed upon between CCA and the contractor.

4.3 Proof of Delivery and Invoicing: All sales slips must be signed by the delivery person and receiving agent at each CCA delivery location. Invoices shall be submitted to ap@childcareassociates.org.

4.4 Installation of any required equipment and first delivery of product shall be completed by June 1, 2017.

4.5 All products shall be Grade “A”. Products shall meet the standard of quality and sanitation of the State Department of Health, the State Department of Agriculture, and all other federal, state and local regulatory agencies, as shall cartons and containers. In no case will items be accepted that are below the minimum standards sold commercially.

4.6 Effort has been made to designate items according to standard sizes, weights and packaging. If contractor proposes any items(s) at variance with descriptions given hereon, contractor shall clearly point out such difference(s).

4.7 Multiple awards may be considered for the RFP.
4.8 Non food items (Attachment C) are being requested for price comparison within this RFP. CCA reserves the right to exclude from awarded contracted, at CCA’s sole discretion. Price comparison will be evaluated based on unit cost and CCA’s projected usage at the time of scoring. CCA’s seeks to find the lowest unit price per item.

5. COST PROPOSAL

An electronic file for the Product List is provided in Microsoft Excel formal.

Contractors shall quote the exact products listed wherever possible. For “private labels”, below is a guide to use to match private labels against the ones listed.

The spreadsheet contains a listing of products currently purchased, with annual usage amount, the manufacturer, manufacturer’s code number (if available), pack size, and the pricing unit. Contractors shall complete the price according to the pricing unit indicated. If a significant number of products are bid by incorrect pricing unit, the bid may be rejected.

In the column marked “COST”, please enter the cost of the product to the contractor. This cost shall be substantiated by an actual invoice indicating the amount paid for the product. CCA request documentation of actual invoice cost for a sample of the items that should be included with submission.

The next field is marked “Rebate / Discount”. Please indicate here any deviated pricing, rebate or discount negotiated from the manufacturer that is not reflected on the invoice cost in the same unit as the pricing unit. Short-term rebates will not be considered in the awarding of this RFP.

The total amount of savings generated in the “Rebate/Discount” column shall be guaranteed for all potential three (3) years of the contract. After the deviated pricing/rebate/discounts for the first year expire, the contractor may renegotiate any or all of these items with other manufacturers, so long as the total of the savings in years 2 and 3 meet or exceed those from the first year. The contractor shall administer the rebate program, with rebate allowances shown off-invoice at the time of purchase.

In the field titled “Markup”, complete for each section the percentage that will be marked up to CCA to cover handling costs.

For the category “COP” (Center of Plate) you may elect to mark up the product based on the per pound cost. If electing to mark up based on per pound cost, enter “0” for the markup on the bid sheet of the spreadsheet, then on the “COP” tab you must enter the markup per pound and pounds per unit of measure in the columns to the right of the markup.

The final cost columns shall indicate the net cost per pricing unit and the annual cost of that product to the CCA.

In addition, CCA requires that pricing be structured on a “fee per case” basis. Please provide pricing on the spreadsheet on a “fee per case” basis using the directions above.

Complete all items on the bid. Do not leave any items blank. If substituting a product, replace the product description, pack size, manufacturer, and manufacturer’s code.
information. Do not change the product listing number.

- A thorough analysis of the bids will be completed, including a head to head comparison of costs for equal items.
- Samples will be requested for products prior to response submittal.
- Added Value Cost Proposal sheet will allow you to explain any added value service offerings.

CCA is interested in other aspects of the proposal that might improve operations or reduce overall costs. Contractors should consider a variety of allowances or programs that will enable CCA to meet those goals. Please submit any allowances, reductions in handling fee, or any other value-added programs, with the value to the CCA, for any program that may be of interest to the CCA.

CCA is also interested in other value-added services that may improve services and increase savings. Please provide detailed information on any such services that would be provided, including any cost to CCA for those services, and/or a dollar market value of those services.

CCA will evaluate the bids and select the program that represents the best overall value to CCA after evaluating the bids for errors, verifying substitutions, auditing price quotes and rebate offers, verifying the acceptability of substitute items, and consideration of any add-on incentive proposals.

6. NUTRITION USDA (MUST COMPLY)

CCA and its sites follow USDA component based menu plan. All food good deliveries to our facilities shall require nutrition information and/or Child Nutrition labels.

Federal regulation for food items:

Requirements by component:
1. Grain component items – the first grain ingredient listed must be whole grain as defined by federal regulations.
   A whole grain item must contain
   a. The statement “Diet rich in whole grain foods….and low in total fat….may help reduce the risk of heart disease….,” or
   b. A whole grain as the first ingredient, or
   c. A combination of whole grain ingredients comprising at least 51% of the total grain weight (manufacturer must verify), or
   d. At least 51% whole grain by weight
   e. Any other grain ingredient must be fortified or enriched grain
   f. Breakfast cereals must contain no more than 6 grams of sugar per dry ounce
2. Milk component items
   a. Yogurt must contain no more than 23grams of sugar per 6 oz
   b. Unflavored whole milk must be served to 1 year olds; unflavored fat free milk must be served to children 2 through 5 years old
3. Meat/meat alternate component items – low fat meat/meat alternate
4. Fruit component items
a. Frozen fruits may have no added sugar and canned fruits must be in 100% juice
b. 100% fruit juice with no added sugar

5. Vegetable component items – must offer a variety by sub-group

Other requirements:
  a. Trans fat – nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving
  b. Sodium – low sodium foods preferred

7. PROPOSAL RESPONSE

The proposal response shall include the following:

- Mutual Confidentiality Agreement – separate document
- Attachment A – Intent to Bid and Attachment B – Terms of Participation in the CCA RFP
- Product samples – due March 25, 2017

The following are due on or before April 28, 2017 @ 2:00 PM

- Summary (2 pg single space)
- Attachment C (Supplier Profile, Compliance & Legal, Business Requirements, and Food Scenarios)
- Attachment D (Product List)
- The required reference information
- HAACP Plan
- Certificate of Insurance

CCA’s evaluation team will not refer to a designated web site, brochure, or other location for the requested information. Responses that utilize references to external materials as an answer will be considered non-responsive.

Proposals which fail to address each of the submission requirements above may be deemed non-responsive and will not be further considered. Note that responses to questions must be specifically answered within the context of the submitted proposal.

A proposal shall constitute an irrevocable offer for 60 business days following the deadline for its submission. Reference to a certain number of days in this RFP shall mean business days unless otherwise specified.

Contact with CCA personnel in connection with this RFP may not be made other than as specified in this RFP. No one directly or indirectly representing the supplier may contact, visit, or meet with any employee of CCA. Unauthorized contact of any CCA personnel may be cause for rejection of a bid (Section 12).

The submission of bidders/suppliers RFP response should only be submitted to following address:

Food Distribution RFP
8. EVALUATION CRITERIA

All proposals will be evaluated according to, but not necessarily limited to, the following criteria:

- SCREENING CRITERIA: Complete proposal response (see section 7). All items requested are included in the response package and submitted as instructed. Incomplete responses will not be considered further.

An evaluation team will review, in detail, all proposals that are received that passed the initial screening criteria to determine the Highest Scored Bidder (“HSB”). CCA reserves the right to determine the suitability of proposals on the basis of a proposal’s meeting administrative requirements, technical requirements, the review team’s assessment of the quality and performance of solution being provided, and cost.

The following criteria will be used in reviewing and comparing the proposals and in determining the HSB. The weight to be assigned to each criterion appears following each item. Section 3 and 4 of the RFP detail specific request for the related criterion below and will be considered by the evaluation team for assigning scores.

- Technology (20%)
- Delivery (5%)
- Product Sampling (15%)
- Service Level and Experience (5%)
- Invoicing (15%) Coding and Proof of Delivery
- The net cost to the CCA (40%)
- HUB Certified (5%) – BONUS {Must provide certification at time of submission of RFP.}

Please note that CCA will evaluate based on the market percentage method. The fee per case pricing is requested.

The Contractor providing the best overall value to CCA shall be selected.

This Request for Proposal does not commit CCA to awarding a Contract. Bidders shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal evaluation process. CCA reserves the right to reject any and all Proposals. CCA also reserves the right to accept Proposals in part or whole, as CCA considers most favorable in its sole discretion. CCA further reserves the right to seek new Proposals when such procedure is considered by it to be in the best interest of CCA.

9. THE AWARD AND EXECUTION OF CONTRACT
Subject to CCA’s right to reject any or all proposals, the HSB will be awarded the contract. Public opening will be May 3, 2017 at 1:00 PM at 3000 E. Belknap, Fort Worth, Texas 76111. Upon opening of proposals, an award may be made on the basis of the proposals initially submitted without discussion, clarification, modification, or on the basis of negotiation with any of the Respondents at CCA’s sole option and discretion. CCA may also elect to award multiple bidders depending on the strategy that is most advantageous to CCA. CCA reserves the right upon the public opening to populate the costs submitted in an aggregate manner in order to evaluate the vendors’ proposals, prior to scoring.

Notification of Awards:

It is anticipated that selection of the successful vendor will be made by May 8, 2017, but may be made prior to that date at the discretion of CCA. However, if unforeseen circumstances are encountered, CCA also reserves the right to delay the selection to insure the best vendor is selected. Initial term of the resulting contract will be for one year beginning approximately June 1 2017 through May 31, 2018. Contract may be renewed each year for two additional years at the sole discretion of CCA for a total term of three years. Only vendors that are able to demonstrate quality service in a timely manner will be considered for renewal.

Upon selection, CCA and the selected Vendor will enter into good faith negotiations on a contract containing, without limitation, the Statement of Work and Contracting Requirements sections below. All participants will be notified via email regarding the award/decline of services.

No contract or agreement, express or implied, shall exist or be binding on CCA before the execution of a written contract by both parties. If agreement on the terms of such a contract cannot be reached after a period deemed reasonable by CCA in its sole discretion, CCA may enter into negotiations and sign a contract with any other bidder who submitted timely, responsive and responsible proposals to this RFP.

If, after CCA and the HSB agree to terms and execute a contract, that contract is terminated for any reason or both parties cannot come to agreeable terms, CCA may, in its sole discretion, either enter into negotiations with the next highest scored bidder, or issue a new RFP and begin the proposal process anew.

9. TIE PROPOSALS, BEST AND FINAL OFFERS

Awards on Tie proposals will be made in accordance with Title 1 Part 5 TAC Section 113.6 (b) (3) and 113.8 (preferences). Texas statute requires that proposals from respondents who reside in states that grant resident proposer preference(s) for that state’s purchases will be evaluated in the same manner when proposing against a Texas respondent. In other words, the State of Texas reciprocates and grants Texas respondents
the same preferences granted by other states to their resident respondents. Procurements funded with federal funds will employ federal regulations regarding tied proposals. CCA may use a Best and Final Offers (BAFO) format on Tie proposals and/or to make final determinations of best value.

10. ERRORS IN RFP

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder should immediately provide CCA with written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, CCA may modify the document prior to the date fixed for submission of proposals by issuing an addendum to all potential bidders to whom the RFP was sent.

11. ADDENDA

CCA may modify the RFP prior to the date fixed for submission by posting, mailing, emailing or faxing an addendum to the bidders known to be interested in submitting a proposal. If any bidder determines that an addendum unnecessarily restricts its ability to bid, it must notify CCA in writing no later than 5 days before the deadline for submitting proposals.

12. REJECTION OF PROPOSALS

CCA reserves the right in its sole discretion to reject any or all proposals in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirement. Proposal that fail to meet a material requirement of the RFP, or if it is incomplete and contains irregularities, the proposal may be rejected. A deviation is material to the extent that a proposal is not in substantial accord with RFP requirements.

Immaterial deviations may cause a bid to be rejected. CCA may or may not waive an immaterial deviation or defect in a proposal. CCA's waiver of an immaterial deviation or defect will in no way modify the RFP or excuse a bidder from full compliance with the RFP requirements.

Any proposal may be rejected where it is determined to be not really competitive, or where the cost is not reasonable.

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

13. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A proposal may be withdrawn at any time prior to the deadline for submitting proposals by notifying CCA in writing of its withdrawal. The notice must be signed by the bidder. The bidder may thereafter submit a new or modified proposal, provided that it is received at
Modification offered in any other manner, oral or written, will not be considered. Proposals cannot be changed after the evaluation process begins.

14. GRIEVANCE PROCEDURES

1. DEFINITION

a. A grievance is defined as and limited to an alleged improper interpretation, application, or violation of an individual’s terms and conditions regarding the Request for Proposal/Bid/Information or Request for Proposal/Proposal (RFP, RFB, RFI or RFP, IFP) process. Note that appealing because a proposal was submitted past the deadline or required information was omitted is not considered a valid grievance.

b. A “party of interest” is the person or persons making the appeal and any person whom might be required to take action or against whom action might be taken to resolve the claim.

c. Workdays are those days when administrative offices are scheduled to be open.

2. PURPOSE

a. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting individuals. Both parties agree that these proceedings will be kept confidential as may be appropriate at any level of the procedure. It is the policy of this company to respond promptly to any grievances, which may arise.

3. PROCEDURE

a. Failure by the Administration at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.

b. The time limits specified may be extended by mutual agreement and shall be exclusive of discretionary leave and scheduled vacation.

c. Failure by the aggrieved at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be acceptance of the decision rendered at that step.

4. ACTION AND APPEAL

**Level 1**
The grievance must be discussed with the Procurement Consultant within three (3) calendar workdays after the individual(s) first knew or should have known of the
event or series of events causing the grievance. If failure to resolve the matter at issue, then the aggrieved shall present the grievance in writing proceeding to Level 2.

**Level 2**
If the outcome of the conference at Level 1 is not to the individual’s satisfaction, the individual(s) must submit a grievance in writing to the Director of Quality Assurance and Operations within seven (7) calendar days. The grievance shall specify:

a. A description of the action being appealed

b. A citation of the law or regulation allegedly violated that forms the basis of the appeal.

c. A thorough explanation of the appeal.

d. An original signature by the appealing organization’s authorized representative.

Appeals submitted by way of fax or e-mail will not be accepted. If the appeal does not include the minimum required information, the appealing organization will be notified and requested to respond accordingly before the deadline arrives in order for the appeal to proceed. No exception will be made to an appealing organization that does not file their appeal within the published deadline.

The document shall contain all points to be included in the grievance. Facts not contained in the document may be introduced at appeal levels and in the procedure only with consent of all parties of interest.

The meeting shall be held within seven (7) calendar workdays or at a mutually agreed time, after the appropriate Director of Quality Assurance and Operations receives the request to discuss the complaint.

The Director of Quality Assurance and Operations will then investigate the matter fully and render a decision as soon as practical, not to exceed five (5) days.

**Level 3**
If the grievance is not resolved to the individual’s satisfaction at Level 2, then the individual may appeal to the President/CEO in writing within seven (7) calendar workdays. The decision of the President/CEO will be final.

15. NEWS RELEASES

News releases pertaining to the award of a contract may not be made without the prior written approval of CCA.

16. DISPOSITION OF MATERIALS
All materials submitted in response to an RFP will become the property of CCA and will be returned only at CCA’s option and at the expense of the bidder. One copy of each proposal will be retained for CCA’s official files and become a public record. Specific limited pages of a proposal, not including proposed cost and compensation, may be marked as proprietary and confidential. The entire proposal cannot be deemed confidential. The bidder’s consent will be requested before release of such confidential pages to non-CCA personnel. By submitting a proposal, a bidder agrees to these terms and waives any right to pursue a cause of action for damages incurred as a result of the release of any information contained in a proposal.

17. CONTRACTING REQUIREMENTS

Upon selection of a vendor, the terms set forth in this RFP are to be embodied in a definitive agreement containing such additional covenants and other provisions as may be mutually acceptable.

CCA contemplates that, in addition to the terms described above in this RFP, final agreement between CCA and the selected vendor will include, without limitation, the following terms. Submission of a proposal shall constitute agreement to contract on these terms, except for any term specifically reserved in the proposal for future negotiation.

1. TIME OF ESSENCE

Time is of the essence with respect to Vendor’s performance of the services and equipment to be provided in the final agreement.

2. WARRANTIES AND REPRESENTATIVES

Vendor warrants and represents that it possesses such expertise, experience and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry. Vendor will supply an adequate number of well-qualified personnel to perform the work. Vendor will provide a contact person available and authorized to remedy any non-conformity with this warranty.

3. EQUIPMENT, TOOLS, SUPPLIES

The Vendor will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required. The Vendor is not required to purchase, rent or hire any equipment, tools, supplies, offices, transportation, personnel, insurance or instrumentalities from CCA. CCA has no obligation whatsoever to provide any equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services or insurance required...
to perform services under this agreement.

4. INDEMNITY OBLIGATIONS OF VENDOR

Vendor will indemnify and defend CCA (including its Board of Governors, officers, director, agents, employees and volunteers, as the same may be constituted from time to time) from all claims, demands, damages, debt, liability, obligations, cost, expense, lien, action or cause of action (including but not limited to actual damages, fines and attorneys’ fees, whether or not litigation is actually commenced) arising out of: (i) the material breach by Vendor of any warranty, representation, term or condition made or agreed to by Vendor; (ii) all products and services prepared by or for Vendor hereunder and provided to State Bar; (iii) any claim or action for personal injury, death or otherwise involving alleged defects in Vendor’s business or any of its products or services provided to State Bar; (iv) any breach by Vendor of any statutory or regulatory obligation; and (v) any act or omission of Vendor, its employees, agents or subcontractors.

5. CONFIDENTIALITY AND PUBLICITY

The Vendor will retain all information provided by CCA in the strictest confidence and will neither use it nor disclose it to anyone other than employees requiring the information to perform services under this agreement without the prior written consent of CCA. CCA retains the right to enjoin any unauthorized disclosure in an appropriate court of law. The Vendor will not issue any public announcements concerning CCA without the prior written consent of CCA.

6. COMPLIANCE WITH LAWS

The Vendor agrees to comply with all applicable federal, state, and local laws and regulations, including but not limited to the provisions of the Fair Employment and Housing Act (Govt. Code, § 12900 et seq.) and any applicable regulations promulgated there under (Cal. Code of Regs., tit. 2, § 72850.0 et seq.). Vendor agrees to include the non-discrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

7. ASSIGNMENT/SUBCONTRACTING

A. Assignment. The Vendor will not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of CCA, which consent may be granted or withheld in the sole and absolute discretion of CCA.

B. Subcontracting. The Vendor may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, with the prior written approval of CCA.
The Vendor will clearly describe the reason for using any subcontractors, the specific role each subcontractor will play in the project, and the relationship between the Vendor and its subcontractor to be maintained during the term of this agreement. No subcontract will be approved unless the Vendor provides a written guarantee that the Vendor's firm will be contractually obligated to assume all project responsibilities and the insurance requirements set forth above.

8. GENERAL PROVISIONS

1. Governing Law. The agreement will be governed by the laws of the State of Texas without giving effect to its principles of conflict of laws.

2. Attorneys' Fees. In the event either party institutes any action or proceeding against the other party relating to this agreement, the unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit shall be entitled to collect or enforce the judgment. This provision is separate and several and shall survive the merger of the agreement into any judgment.

3. Audit. Vendor agrees that CCA or its designee shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Vendor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Vendor agrees to allow CCA or its designee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Vendor agrees to include a similar right of CCA or its designee to audit records and interview staff in any subcontract related to performance of this Agreement.

18. DELAY OR CANCEL

CCA reserves the right in its sole discretion to cancel in whole or in part this RFP at any time prior to award of business. In addition to all other stated delays or cancelation noted throughout this RFP. Costs associated with responses to this RFP are the sole responsibly of the entity/individual responding in whole or part to this RFP; CCA will not be held responsibly.
The document contains text in the following sections:

**REFERENCES**

Bidders shall provide a minimum of three (3) references for whom they have performed similar work during the past three (3) years.

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This page shall be completed and submitted as a part of your proposal.
ATTACHMENTS

Attachment A Intent to Bid
[SEE ATTACHMENT]

Attachment B Terms of Participation in CCA RFP
[SEE ATTACHMENT]

Attachment C Vendor Response
[SEE ATTACHMENT]

Attachment D Product List
[SEE ATTACHMENT]

Attachment E Samples- Product Analysis to be sent to AFL
[SEE ATTACHMENT]

END OF RFP INSTRUCTIONS