



**INFORMATION TECHNOLOGY ASSESSEMENT,
CONSULTING, AND SUPPORT SERVICES**

**REQUEST FOR PROPOSAL
FOR
CHILD CARE ASSOCIATES**

RFP#: 2018IT01

**ISSUED BY:
Child Care Associates
3000 East Belknap Street, Fort Worth, TX 76111
Release Date 09/13/2018**



TABLE OF CONTENTS

I. OVERVIEW.....	3
PURPOSE.....	3
BACKGROUND	3
II. GENERAL INFORMATION	3
TENTATIVE TIMELINE.....	3
SCOPE OF SERVICES	4
ELIGIBLE BIDDERS	6
SUBCONTRACTS	6
HISTORICALLY UNDERUTILIZED BUSINESSES	6
FUNDING	7
ERRORS IN RFP.....	7
ADDENDA	7
CONTRACT	7
TERMINATION	8
QUESTIONS/TECHNICAL ASSISTANCE.....	8
III. PROPOSAL INFORMATION.....	9
PROPOSAL REQUIREMENTS.....	9
EVALUATION CRITERIA	11
EVALUATION PROCESS	11
PROPOSAL SUBMISSION	12
CONTRACT AWARD AND EXECUTION.....	13
TIE PROPOSAL AND BEST AND FINAL OFFER	14
WITHDRAWAL OF PROPOSAL.....	14
INQUIRY AND APPEAL PROCESS.....	14
IV. OTHER	16
DISPOSITION OF MATERIALS	16
INSURANCE	16
CONFIDENTIALITY AND PUBLICITY.....	17
COMPLIANCE WITH LAWS	17
GOVERNING PROVISIONS AND LIMITATIONS.....	17
V. ATTACHMENTS.....	20



I. OVERVIEW

PURPOSE

Child Care Associates (CCA) is seeking proposals from qualified individuals/organizations to provide Information Technology (IT) Assessment, Consulting and Support Services. CCA is seeking to enter into an on-going contract with the selected bidder.

BACKGROUND

As the largest child development nonprofit organization in North Texas, CCA prides itself on being a champion in 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 50 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 501(c)(3), non-profit organization that provides subsidized childcare for low income families in North Central Texas as well as West Texas. CCA operates on an annual budget in excess of \$70 million and is governed by a volunteer Board of Directors. Administrative offices and all records are located at 3000 E. Belknap Fort Worth, TX 76111. Please visit www.childcareassociates.org for more information about our services.

II. GENERAL INFORMATION

TENTATIVE TIMELINE

ACTIVITY	DUE DATE
RFP Release Date	September 13, 2018
Deadline for Inquiries/Questions	September 24, 2018
Final Q&A Release	September 27, 2018
Proposal Due Date	October 11, 2018 by 5:00p.m. CST
Evaluation Period	October 12-19, 2018
Board Action/Approval	October 24, 2018
Award Date	November 01, 2018

CCA reserve the right to cancel, delay, amend, and/or reissue any part of this RFP any time without prior notice. This RFP does not commit CCA to accept any proposals submitted, nor shall CCA be responsible for any costs incurred in the preparation of responses to this RFP. CCA reserves the right to reject any or all proposals, to accept or reject any or all items in the proposals, and/or to award



a contract in whole or in part of the RFP specifications and requirements herein as is deemed to be in the best interest of CCA.

SCOPE OF SERVICES

CCA has an internal IT team (Level1 & Level 2) that supports and handles 500+ end users and day-to-day helpdesk requests. No end user interaction or desktop support is involved in this support model. CCA supports 22 remote locations within Tarrant County that are interconnected to the corporate location over a MPLS network. One additional location will be added in November bringing the total remote locations to 23 for the purposes of this RFP.

The CCA infrastructure consists of nine (9) physical servers, (UCSC-C240-M3S) and 20 virtual servers (Windows Server 2008-2016, SQL 2008- 2012) connected to shared NetApp ISCSI storage.

The ideal bidder will have experience in virtualization (VMWare / Citrix), and storage (NETAPP).

Current Hardware, Software, and Support Services for all Infrastructure related items including, but not limited to the following:

- Cisco Switches/Routers/Firewalls
- Citrix XenApp/XenDesktop (VDI) and NetScaler
- Microsoft Active Directory, Server (all versions) and Exchange Email
- NetApp FAS Systems (Storage/SAN)
- Cisco UCS Servers
- 24x7x365 Emergency Support in case of after-hours outages/issues with a 2 Hour SLA
- Single Point of Contact for Account Management, Finance and Emergency Support
- Backup services with storage in the cloud for up to 15TB of data
- Some user applications are cloud based; however, support is not needed for these at this time
- Disaster Recovery Services (Tier 2 or a Tier 3 with hot site) if so needed in case of a physical disaster
- Project Management of IT Projects related to Infrastructure
- Vendor/Manufacturer Management
- Virtual CIO Consulting Services to assist with decision making for near and long-term goals
- Patch Management of devices as needed and updates of software products (only if product is properly licensed with manufacturer)
- If required, after hour system changes to prevent overall impact to business
- Monthly Status reports on all open issues
- Installation of any products related to products within first item



- Work with Manufacturers to resolve issues in defects of the manufacturer's product
- Support Services, monthly hours vary
- On-site presence only as requested or needed for meetings or support

Additional Services that CCA would like to add include:

- Annual PEN test and Network Security Assessment for both internal and external networks.
- License Management Services-Analyze existing software subscriptions and license, provide reminders and suggestions towards renewal and upgrades.
- Quarterly service reports and updates.

Services not included:

- Call manager option
- Desktop support – CCA has an internal helpdesk team that supports the end users on a daily basis
- CCA does not own/manage its own internal service operation processes and service tools (i.e. CMDB)

Required services - Level 3 & 4 Support for Servers & Network Devices

CCA IT is looking for Level 3 (Build & Engineering) and Level 4 (Architecture) IT Infrastructure support and technology advices. There are 32-40 Cisco network switches and 54-60 Access Points. Selected vendor will be working with IT Director and IT Level 2 Support engineers to troubleshoot the existing network devices and IT services based on the request. Vendor must be able to provide 24x7 Emergency support in case of major issues. CCA requests a single point of contact for emergency services.

CCA requires monthly status reports of open cases and patch management of network devices. The ideal bidder must have a managed IT Ticketing system for tracking and managing support request.

Data Backup

CCA requires Live Data Backup services for 15TB to 20TB of data (6000GB per month), which has to be replicated to multiple remote locations. Currently, the user folders are redirected to the shared Netapp storage. Backup includes Network and VMware data.

Consulting and Support Services – To support the services noted above. In addition, ability to perform system evaluations and make recommendations for improved services and efficiencies.



ELIGIBLE BIDDERS

Eligible Bidders may include private and public, for-profit and not-for-profit agencies, individuals, Community Based Organizations (CBO's), or other entities. All are eligible to respond to this RFP and compete for funding. Partnerships or consortiums may respond, however, collaborations submitting proposals must identify a lead entity that will be responsible for management, coordination of services, operations, financial accountability, legal obligations, and all reporting requirements.

The Bidder certifies, by submission of its proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. In addition, Bidders must be legally authorized to do business in the State of Texas and determined to be "in good standing" by the Texas Comptroller of Public Accounts.

SUBCONTRACTS

Subcontracting, while not encouraged, may be appropriate where an outside subcontractor provides specialized expertise or technical resources not otherwise available to the proposing Vendor. However, any subcontractors must be specified in the proposal narrative, selection must be consistent with CCA's standards for competitive procurement, and all costs must comply with applicable cost principles of the specific funding source. All contract provisions and federal, state, or CCA standards that apply to the Vendor must be followed by all subcontractors. Subcontracting does not relieve the Vendor of any responsibilities of the Service Agreement.

Bidders must 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 bidder provides a written guarantee that the bidder's firm will be contractually obligated to assume all project responsibilities and any insurance requirements.

HISTORICALLY UNDERUTILIZED BUSINESSES

State and federal program subrecipients are required to make a good faith effort to contract with, or make purchases from, historically underutilized (disadvantaged) businesses certified by the State of Texas, as that term is defined by state law in the Texas Government Code, Title 10, Subtitle D, Chapter 2161.



FUNDING

Funding for goods/services solicited through this RFP is contingent upon the receipt of sufficient program funds from the Department of Health and Human Services Administration for children and families, Workforce Solutions Tarrant County, Workforce Solutions West Central Texas, the Texas Department of Agriculture and other funding sources.

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.

ADDENDA

CCA reserves the right to correct any error(s) and/or make changes to this solicitation as it deems necessary. Addenda will be posted on CCA's website, the Electronic State Business Daily (ESBD), and will be emailed directly to any individual/organization that submitted question(s), has requested information, and/or is on a bidders' list maintained by CCA.

If any bidder determines that an addendum unnecessarily restricts its ability to bid, it must notify CCA in writing no later than 10 business days before the deadline for submitting proposals.

CONTRACT

Amount

The amount of the Contract(s) award will be based on the proposed budget/costs, availability of funds, and the standards for the use of public funds. The proposal(s) most advantageous to CCA in terms of quality and cost will be recommended for contract negotiations. All contract(s) shall be contingent upon the receipt of sufficient funding.

Type

Contract(s) executed as a result of this RFP process will be fixed price. Final contracts will also be subject to any changes in the legislation, regulations or policies promulgated by the federal funding sources, U.S. Department of Labor (DOL), or Texas Workforce Commission (TWC). CCA retains the right to vary or change the terms of any contract solicited via this RFP, including funding levels, the scope of work, performance standards, and shortening or extending the



contract period, as it deems necessary in the interest of CCA and its programs. CCA will award one (1) contract for the goods and/or services solicited within this RFP.

Term

The term of any resulting Contract will commence on or about November 01, 2018 and end on October 31, 2019, unless terminated as described in the Contract. CCA reserves the option to renew the Contract on an annual basis, or lesser period of time, for a total contract term not to exceed five (5) consecutive years total or by October 31, 2023.

Extensions, terminations, or suspensions of the Contract will be executed in the best interest of CCA and may vary the Contract period as necessary to ensure compliance with applicable local, state, and federal rules and regulations. Only Vendors that are able to demonstrate quality service in a timely manner will be considered for renewal.

TERMINATION

CCA reserves the right to terminate the contract annually or earlier based on contractor performance and compliance with contractual terms and conditions.

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

- Multiple late/missed offenses/reschedules.
- Failure to meet contractual obligations in the agreement.
- Failure to provide adequate service to CCA, which includes responding to and resolving problems/issues within 24 hours.
- Any other substantial failures to meet the goals of this RFP.

CCA reserves the right to terminate any contract or agreement resulting from this RFP at any time due to the lack of funds from the funding sources. CCA will provide 30 calendar day written notice to awarded organization in the event of such termination.

QUESTIONS/TECHNICAL ASSISTANCE

No bidders' conference will be held for this RFP; however, bidders may submit any questions in response to this RFP directly to CCA. Questions will be accepted by email only to:

Venessa Miller
RFPSubmission@childcareassociates.org

Questions must be received no later than September 24, 2018 at 5:00 p.m. CST.



CCA will respond to all questions. Answers will be posted on CCA's website, the Electronic State Business Daily (ESBD), and will be emailed directly to any individual/organization that submitted question(s), has requested information, and/or is on a bidders' list maintained by CCA.

III. PROPOSAL INFORMATION

PROPOSAL REQUIREMENTS

The following information is required in the RFP response:

Proposal Coversheet – Attachment A

Proposal Summary – Summarize your proposal and the organization's qualifications. Articulate why your organization is pursuing this work and how it is uniquely qualified to perform the services. Include any other pertinent information that helps CCA determine the overall qualifications.

General Information

- a) Length of time in business
- b) Length of time in business providing proposed services
- c) Total number of clients
- d) Total number of governmental and non-profit clients
- e) Number of full-time personnel in:
 - Consulting
 - Support Services
 - Installation/training
 - Sales, Marketing, and Administrative Support
- f) Location of headquarters and any field offices
- g) Location of office which would service this account

Describe how your organization is positioned to provide the services solicited. Provide details of experience providing similar services.

Describe your approach to providing the services and your methodology for providing on-going support.

Beyond the scope of this RFP, what services (related or otherwise) does your organization provide that may be of interest to CCA?



Performance - Provide the name, title, address, and phone number of three (3) references for clients whom you have provided similar services. Please provide information referencing the actual services provided, customer size (number of users), and the length of tenure providing services to the client.

If your organization has had a contract terminated for default during the past five (5) years, all such incidents must be described. Termination for default refers to notice to stop performance due to the nonperformance or poor performance; and the issue was either 1) not litigated; or 2) litigated, and such litigation determined the organization to be in default. If default occurred, list complete name, address, and phone number of the party.

Identify any awards, nominations, or other industry recognition for work performed.

Staff resources – Identify names of principals and key personnel who will actually provide the services. Summarize the experience and technology expertise of these staff. Describe the role and responsibilities that each of these individuals will have.

Consulting – Detail the scope of services your organization is capable of providing.

Support Services

- a) Detail how are charges for support structured, documented, and tracked
- b) Indicate your response time and goal, also your statistics regarding meeting said goal
- c) Describe your problem escalation process
 - Initial problem identification
 - Triage for priority and severity of problem
 - Steps for resolving problem escalation when a solution in not forthcoming or an implemented solution is unsatisfactory
 - Final authority regarding conflicts
- d) Provide a projected estimate of monthly hours to perform services

Cost of Services – the proposal must contain:

- a) A fee schedule that includes hourly rates for the proposed services
- b) Ensure consulting fee and support service fees are separated
- c) Describe how your services are priced, and any specific pricing you are able to provide
- d) Define any additional charges (travel, etc.)
- e) Identify any current cooperative purchasing contract the services would fall



- under; and the retail vs. cooperative pricing
- f) Identify any “added value” and/or “in-kind” contribution (including fair market value of said service) your organization can offer CCA

EVALUATION CRITERIA

CCA will evaluate responsive proposals base on the criteria defined below. Proposals can receive a **total of 100 points**. Only those proposals that score 70 or higher (based on the average of the scores assessed by each evaluator) will be considered for award.

Technical Ability

40 Points

Proposals will be evaluated based on factors such as, but not limited to, the number of years in business, expertise, background of staff, and ability to properly manage the delivery of services, the experience delivering same or similar services, and the capacity and capability to deliver the services requested.

Past Performance

30 Points

Proposals will be evaluated based on the quality (deliverables met on time and work completed within budget) of the services provided. If bidder has no relevant performance history, the “Neutral” rule will apply, meaning if something does not exist, it cannot be held against the bidder. Evaluation of individual personnel past performance may be considered in lieu of the organization’s performance. If this is the case, bidder must identify and as such.

Cost

30 Points

Proposals will be evaluated for reasonableness of cost, clarity in identifying and explaining costs, minimization of operational costs, the overall competitiveness of costs compared to the open market, and any added value items presented.

Bonus Points - Bidders that provide a current, HUB certification will receive 5 additional bonus points added to the total score.

CCA reserves the right to negotiate price and terms with any and all bidders, to accept or reject all or any part of an offer, waive minor technicalities, to request Best and Final Offers (BAFO) from all or any bidders, and make an award that represents best value to CCA. The final price and terms will be determined during the BAFO negotiations.

EVALUATION PROCESS

The evaluation process will include the following:

- 1) Upon receipt, CCA will perform an initial review of each proposal to determine if the proposal is responsive and complies with the requirements



- specified within this RFP. Responsiveness will be defined by 1) submission of proposal before the defined deadline; 2) submission of proposal to the defined email address; 3) proposal must contain all required elements; 4) proposal must contain all required attachments.
- 2) Any proposal deemed “nonresponsive” will not be evaluated. CCA will notify the bidder of the nonresponsive proposal. Bidder may resubmit proposal only prior to the submission deadline. Resubmitted proposals received after the submission due date will not be evaluated.
 - 3) If any portion of the proposal received is unreadable, CCA shall immediately notify the bidder and permit the bidder to resubmit the unreadable portion of the proposal. The resubmission shall be considered as if it were received a the date and time of the original unreadable submission for the purpose of determining timeliness, provided the bidder complies with the time and format requirements for resubmission prescribed by CCA.
 - 4) All proposals deemed “responsive”, will be evaluated and scored using the evaluation criteria specified in this RFP by an evaluation team selected by CCA.
 - 5) If required, a summary of the evaluation results and rankings will be presented to the designated committee of the Board and/or the full Board, for action and approval for award selection.
 - 6) Award of the contract will be made based on successful contract negotiations.
 - 7) All bidders will be notified in writing of the final results of the procurement process within 10 business days following the final decision.

PROPOSAL SUBMISSION

Proposals are due no later than **5:00 p.m. CST on October 11, 2018**. The submission of proposals must be submitted electronically to following email address:

RFPSubmission@childcareassociates.org

The proposal response **must** include the following:

- Attachment A – Proposal Coversheet
- Attachment B – References
- Attachment C - Certifications
- Written proposal with detailed cost and proposed services
- Certificate of Liability Insurance



CCA's evaluation team will not refer to a designated web site, brochure, or other location for the requested information. Responses may utilize references to external materials but may not use the references as their sole answer.

Proposals which fail to address each of the submission requirements above may be deemed non-responsive, at the sole discretion of CCA, and can result in rejection in whole or in part of the proposal. Note that responses to questions must be specifically answered within the context of the submitted proposal.

A proposal shall constitute an irrevocable offer for 90 calendar days following the deadline for its submission.

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 during the RFP process until an award is made. Unauthorized contact of any personnel may be cause for rejection of a proposal response.

CONTRACT AWARD AND EXECUTION

It is anticipated that selection of the successful bidder will be executed by November 01, 2018, but may be executed prior to that date at the sole discretion of CCA. If unforeseen circumstances are encountered, CCA also reserves the right to delay the selection to insure the bidder offering the best value is selected.

Upon selection, CCA and the selected bidder will enter into good faith negotiations on a contract containing, without limitation, the Statement of Work (SOW), Pricing, Contracting Requirements, and Terms and Conditions.

No contract or agreement, express or implied, shall exist or be binding 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, at its sole discretion, CCA may enter into negotiations and sign a contract with another bidder.

If, after CCA and the selected bidder agree to terms and execute a contract, that contract is terminated for any reason, CCA may, in its sole discretion, either enter into negotiations another bidder, or may issue a new RFP and begin the proposal process anew.



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.

CCA reserves the right to negotiate with and/or to request BAFO from any or all bidders as a part of the formal evaluation process. If CCA requests a formal, written BAFO, the bidder will be notified of the allotted time to respond to the request. If a bidder does not respond to CCA's request within the allotted time, CCA will consider the most recent offer to the BAFO.

WITHDRAWAL 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 CCA no later than the deadline. Modification offered in any other manner, oral or written, will not be considered.

INQUIRY AND APPEAL PROCESS

CCA is the responsible authority for handling complaints or protests regarding the procurement and proposal selection process. This includes, but not limited to disputes, claims, protests of selections for award, or other matters of a contractual or procurement nature. Matters concerning violations of law shall be referred to such authority as may have proper jurisdiction.

Request for debriefing – Bidders, not filing an appeal or protest, who desire a debriefing must submit a written request within 10 business days of the receipt of the notification of the procurement decision. CCA will coordinate with the bidder to schedule an appropriate date and time for the debriefing. CCA will provide the results of the evaluation process. The debriefing is an educational opportunity for bidders, which hopefully will help them to improve the quality of any future proposal.



Notice of Appeal – Bidders not selected through the procurement process may appeal the decision by submitting a written Notice of Appeal to CCA within 10 business days following the receipt of the notification of the procurement decision. This written notice must clearly state that it is an appeal and identify the following:

- The procurement decision being appealed
- The name, address, phone, and email of the appealing party
- An original signature of the party's authorized representative
- Clear description of the action being appealed
- The specific grounds for the appeal

The Notice of Appeal must be sent by registered mail or hand delivered and clearly identified externally as "Dated Material" and addressed to:

Karanae Spradlin, Chief Financial Officer
Child Care Associates
3000 East Belknap Street,
Fort Worth, TX 76111

A fax or email notice will not be accepted at any stage of the appeals process. Written acknowledgement of receipt of the Notice of Appeal will be provided to the appealing party within five (5) business days of the receipt. Such acknowledgement will include specific instructions for completing the appeals process and date, time, and place of the next step – Informal Hearing.

The filing of an appeal within the specified time frame and in the manner specified is a non-waivable requirement. There is no relief accorded to bidders for not filing within the specified deadlines or not following instructions.

Informal Hearing – An Informal Hearing will be held at the offices of CCA within 15 business days of the receipt of the Notice of Appeal. A Hearing Officer will be designated to meet with the appealing party to discuss the specific concerns and grounds for the appeal identified in the Notice of Appeal. The Hearing Officer may recommend to CCA's CEO and appropriate actions allowable under applicable rules and regulations to resolve issues raised at the Informal Hearing. If the appealing party agrees, the appeal may be ended at this point.

If the appealing party is not satisfied with the results of the Informal Hearing, they must inform the Hearing Officer in writing, no later than five (5) business days from the date of the Informal Hearing. A request for a Formal Hearing must be made in writing and delivered to CCA pursuant to the instructions for submitting a Notice of Appeal. This request for a Formal Hearing must state the specific grounds for the



appeal and the remedy(ies) requested. The Hearing Office will respond within 10 business days of the receipt of the written request, in writing, to inform the appealing party of the time, date, and place for the next step – Formal Hearing.

Formal Hearing – A Formal Hearing shall be conducted within 30 calendar days of the date of the request for the Formal Hearing, or sooner if possible. An Independent Hearing Officer will be selected by CCA’s CEO to conduct the Formal Hearing. Only those issues identified in the request for a Formal Hearing will be reviewed. Additional information may be requested, at the discretion of the Independent Hearing Officer. The final decision will be rendered within 30 calendar days from the date of the Formal Hearing. Both CCA and the appealing party will be notified in writing.

Should the final decision not result in a different outcome for the bidder, the appeals process will be finalized. Should the final decision result in a different outcome for the bidder, such recommendation shall be presented to the Board of Directors for consideration and possible action at its next scheduled meeting. The Board of Directors are not obligated to accept the Independent Hearing Officer’s determination and/or recommendations. The Board of Director’s decision shall be the final decision and end the appeals process.

IV. OTHER

DISPOSITION OF MATERIALS

All materials submitted in response to an RFP will become the property of CCA and will not be returned. One copy of each proposal will be retained for CCA’s official files and will 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 proposer’s consent will be requested before release of such confidential pages to non-CCA personnel. By submitting a proposal, a proposer 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.

INSURANCE

Bidder shall have and maintain in effect professional liability insurance for the services provided covering \$1,000,000 minimum coverage. The policy must provide coverage for the duration of any contract or agreement awarded in response to this RFP. The bidder shall submit to CCA certificate of insurance as part of the proposal response.



CONFIDENTIALITY AND PUBLICITY

Bidder 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. Bidder will not issue any public announcements concerning CCA without the prior written consent of CCA.

COMPLIANCE WITH LAWS

Bidder 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.). Bidder agrees to include the non-discrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

GENERAL PROVISIONS AND LIMITATIONS

Any contract or agreement resulting from this RFP will be governed by the laws of the State of Texas without giving effect to its principles of conflict of laws.

The primary purpose of this RFP is to ensure uniform information in the solicitation. This RFP is not to be construed as a purchase agreement or contract or as a commitment of any kind; nor does it commit CCA to pay for costs incurred in the preparation of a response or any other costs incurred prior to the execution of a formal contract.

CCA reserves the right to accept or reject any or all proposals received, to cancel and/or reissue this RFP in part or its entirety.

CCA reserves the right to deem non-responsive or disqualify any proposal that, in its sole determination, does not comply with or conform to the terms, conditions, and/or requirements of this RFP.

This is a negotiated procurement utilizing the RFP method. The selection and award contract do not have to be made to the bidder submitting the lowest priced offer, but rather to the bidder submitting the most responsive proposal that satisfies CCA's requirements and is determined to be in its best interests.

CCA reserves the right to award a contract for any goods/services or group of goods/services solicited in the RFP in any quantity CCA determines is in its best interests.



CCA reserves the right to waive any defect in the procurement or to correct any error(s) and/or make changes to this solicitation as it deems necessary. CCA will provide notification of any changes to all bidders.

CCA reserves the right to negotiate the final terms of any and all contracts or agreements with bidders selected and any such terms negotiated as a result of this RFP may be renegotiated and/or amended in order to successfully meet the needs of CCA.

CCA reserves the right to contact any individual, agency, employer, grantee listed in the proposal, or others who may have experience and/or knowledge of the bidder's relevant performance and/or qualifications. CCA may request additional information from any and all bidders.

CCA reserves the right to conduct reviews of records, systems, procedures, including credit and background checks, etc., of any individual or entity selected of funding. This may occur prior to, or subsequent to, the award of a contract or agreement. Any misrepresentation of the bidder's ability to perform as stated in the proposal may result in the disqualification of the bidder or the cancellation of any contract or agreement awarded as a result of this RFP.

CCA reserves the right to withdraw or reduce the amount of any award or to cancel any contract or agreement resulting from this RFP if adequate funding is not received from CCA funding sources.

CCA reserves the right to impose additional requirement and refinements in the terms and conditions, scope of work, and funding amounts and/or sources during the course of any contract resulting from this RFP.

CCA reserves the right to withhold a contract or agreement, at the sole discretion of CCA, if issues of contract or regulatory compliance or questioned/disallowed costs, audits/monitoring findings, or legal issues exist until such issues are satisfactorily resolved. CCA may withdraw the award of a contract or agreement if resolution is not satisfactory to CCA.

Bidders shall not engage in any activity that would restrict or eliminate competition under this RFP. Violation of this provision may cause a bidder to be disqualified. This does not preclude joint ventures, partnerships, collaborations, or subcontracts.

Bidders shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, board member, employee, or authorized agent of CCA for the purpose of having an influencing effect on this RFP.

No officer, board member, employee, or authorized agent of CCA shall participate in the selection, award or administration of a contract supported by CCA funds if a



conflict of interest, real or apparent, would be involved.

Proposals submitted must be an original work product of the proposing individual or entity. The copying, paraphrasing or other use of substantial portions of the work product of other and submitted hereunder as original work of the bidder is not permitted. Failure to adhere to this instruction may cause the proposal to be disqualified and rejected. All proposals and accompanying attachments will become the property of CCA after submission and will not be returned.

The contents of a successful proposal may become a contractual obligation and be incorporated by reference into a contract or agreement. Bidders must intend to fulfill all the representations in their proposal. Failure to accept this obligation may result in the cancellation of a contract or agreement. No pleas of error or mistake shall be available to successful bidders as a basis for release of proposed services. Any damages incurred by CCA as a result of a successful bidder's failure to contract may be recovered from the proposing individual or entity.



ATTACHMENTS

Attachment A - Proposal Coversheet
[SEE ATTACHMENT]

Attachment B - References
[SEE ATTACHMENT]

Attachment C - Certifications
[SEE ATTACHMENT]

END OF RFP INSTRUCTIONS

