



**FRESH PRODUCE**

**REQUEST FOR PROPOSAL  
FOR  
CHILD CARE ASSOCIATES**

**RFP#: 2018FP01**

**ISSUED BY:  
Child Care Associates  
3000 East Belknap Street, Fort Worth, TX 76111  
Release Date 10/25/2018**



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## I. OVERVIEW

### **PURPOSE**

Child Care Associates (CCA) is seeking proposals from qualified individuals/organizations to provide service and delivery of Fresh Produce to multiple sites for child care programs. 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](http://www.childcareassociates.org) for more information about our services.

## II. GENERAL INFORMATION

### **TENTATIVE TIMELINE**

<b>ACTIVITY</b>	<b>DUE DATE</b>
RFP Release Date	October 25, 2018
Deadline for Inquiries/Questions	October 30, 2018
Final Q&A Release	November 02, 2018
<b>Proposal Due Date</b>	November 09, 2018 by 3:00p.m. CST
Evaluation Period	November 12-16, 2018
Board Action/Approval	November 28, 2018
Award Date	November 30, 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**

Fresh Produce deliveries shall be on Monday to all sites. A list of requested items is located on Attachment C – Produce and Pricing. There are 23 delivery sites within Tarrant County, Texas. Delivery services must include on-site off loading and inside delivery. Bidders must quote prices for Free on Board “FOB” destination to the delivery site locations.

Fulfillment of orders with quantities requested, time and manner of delivery are essential factors in proper performance. Proper temperatures shall be maintained in accordance with state and local requirements. Delivery vehicles must be able to accommodate site restrictions, including but not limited to, hand truck and pallet jack services.

### **Quantities**

The quantities indicated on Attachment C – Produce and Pricing are CCA’s best estimates, as determined from previous annual totals and projected usages, and do not obligate CCA to purchase the indicated quantities. The actual quantities required may be more or less than indicated herein. Approximately 384 children at nine (9) locations are served 12 months of the year, and approximately 1,482 children at 14 locations are served 10 months coinciding with the school year.

### **Samples and Product Evaluation**

On request, samples of products being proposed shall be furnished free of cost to CCA. Bidders may be required to demonstrate any item(s) proposed. CCA reserves the right to reject the proposal of any bidder failing to submit samples or provide demonstrations as requested. Each item offered shall be subject to a product evaluation process conducted by CCA.

### **Produce Grade/Quality**

CCA expects to be offered best quality, U.S. #1 or better and certified organic, products at all times. All produce shall be in good commercial condition with regard to texture, juiciness, firmness, and temperature in accordance with its type of varietal attributes.

CCA prefers locally grown products whenever possible. The definition of local includes two (2) tiers: 1) grown within a 250-mile radius from Tarrant County, Texas; and 2) grown within the state of Texas. If Texas or U.S. grown produce is not available in sufficient quantities to provide affordability, then only produce inspected and approved by the USDA is acceptable.



The Buy American Provisions requires CCA to purchase American made products whenever feasible. This provision applies to all items purchased for child nutrition programs regardless of the funding source. CCA reserves the right to purchase non-domestic grown or manufactured food products only if the produce is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.

### Inspection and Acceptance

Inspection and acceptance of all items shall be at each site location. CCA reserves the right to refuse delivery of unacceptable products (based on quality, quantity, specifications, size, and temperature) or improper delivery procedures. Items found to be defective or not in accordance with the RFP specifications shall be replaced by the vendor at no cost to CCA. Failures to replace items not meeting the bid specifications and/or defective items shall be considered sufficient cause for default action under the Default provision of the Contract.

### Other Items

This RFP does not cover all products that may be used during the Contract period. CCA reserves the right to acquire from other sources whenever an item does not conform to specifications or perform to standards or meet quantities and quality as outlined. CCA reserves the right to add and delete items at any time.

### Nutrition Information

All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

Bidders shall notify CCA whenever there is a product/ingredient change in any item provided to CCA prior to shipment. If any product changes occur, new ingredient statements and nutritional information shall be provided to CCA.

Bidder shall maintain product traceability information (Name of Farmer, Name of Farm, Farm Address, Field Harvested From, Date Harvested, Date Packaged) for each delivery and may be asked to provide specific information at any time or for nutrition education, or marketing purposes. CCA may also request a tour of farms or production facilities.

The awarded bidder will be required to provide complete product information sheets for all food items included in the proposal during contract negotiations.



Acceptable documents that meet this requirement are:

Product Formulation Statements (PFS), including:

1. Product name, code number, and serving size
2. Type and weight of creditable ingredient
3. Printed name and signature, title of company representative (this certifies that the information on the PFS is true and correct) and the date signed.

### **DELIVERY SITE LOCATIONS**

Deliveries must be received no earlier than 7:30 A.M. CST and no later than 3:00 P.M. CST. The following site locations accept delivery of food:

<b>#</b>	<b>Location</b>	<b>Address</b>	<b>City</b>	<b>Zip Code</b>
<b>12 Month Delivery Schedule</b>				
1	Gwendolyn Gragg CD	2400 E. First Street	Fort Worth	76111
2	Arlington II CCC	525 Browning Drive	Arlington	76010
3	Blanche CCC	2900 Stalcup	Fort Worth	76105
4	North Fort Worth CDC	901 NW 30 <sup>th</sup> Street	Fort Worth	76106
5	Circle Park CDC	1519 Circle Park Blvd	Fort Worth	76106
6	Southside ISD	4230 E. Rosedale Street	Fort Worth	76105
7	Diamond Road CDC	2526 Diamond Road	Fort Worth	76106
8	YMCA Morris Foundation	2710 Moresby Street	Fort Worth	76105
9	Park Lake CDC	3312 Park Lake Drive	Fort Worth	76133
<b>10 Month Delivery Schedule (School Year)</b>				
1	Abram CDC	1901 E. Abram Street	Arlington	76013
2	Barbara Williams CD	4800 S. Riverside Drive	Fort Worth	76119
3	Carson CDC	2800 Carson Street	Haltom City	76117
4	Linda-Kay CDC	824 Oakwood Avenue	Hurst	76053
5	Mansfield CDC	800 E. Broad Street	Mansfield	76039
6	Mid-Cities CD	500 N. Main Street	Eules	76039
7	Diamond Hill CD	2412 Salisbury Street	Fort Worth	76106
8	Reagan CDC	3200 Reagan	Fort Worth	76116
9	River Oaks CD	4907 Ohio Garden Road	Fort Worth	76114
10	Rosedale High School CDC	5304 E. Rosedale Street	Fort Worth	76105
11	Rosedale V CDC	4244 E. Rosedale Street	Fort Worth	76105
12	Forest Hill CDC	6901 Forest Hill Drive	Fort Worth	76140
13	Tucker CDC	1521 W. Tucker Blvd	Arlington	76013
14	Fuller CDC	800 W. Fuller Avenue	Fort Worth	76115

\*Child Development “CD”; \*Child Development Center “CDC”; \*Child Care Center “CCC”



CCA reserves the right to add or remove delivery site locations at any time during the period of the Contract. Delivery times/days may be negotiated as needed.

Deliveries must occur in a professional, sanitary, and efficient manner. Tobacco or e-cigarettes shall not be used at any time in or on the site grounds.

## **PRICING**

CCA has purchased local products from farmers directly in the past. Past local product pricing is provided in Attachment B as a benchmark or indicator. Prices are subject to change year to year based on the bidding process. Information about past pricing is for comparison or informational purposes only and does not guarantee any product's price or bid award.

## **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 bidder. 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 bidder must be followed by all subcontractors. Subcontracting does not relieve the bidder of any responsibilities of the Contract or 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 bidder and its subcontractor to be maintained during the term of this Contract or



Agreement. No subcontract will be approved unless the bidder provides a written guarantee that the bidder's organization will be contractually obligated to assume all 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, 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, and the U.S. Department of Labor (DOL). 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) or more contract(s) for the goods and/or services solicited within this RFP.

#### *Term*

The term of any resulting Contract will commence on or about November 30, 2018 and end on November 29, 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 November 29, 2023. Renewal options will be offered based on satisfactory service, performance and funding.

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 Vendor is considered to be failing to perform its obligation for:

- Multiple late/missed offenses/reschedules.
- Failure to meet contractual obligations.
- 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 a 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](mailto:RFPSubmission@childcareassociates.org)

**Questions must be received no later than October 30, 2018 at 5:00 p.m. CST.** Question(s) received after this date/time will not be answered unless the question(s) may lead to a change in the RFP. In such case, an addendum to the RFP will be issued.

CCA will respond to all questions best as able. 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 – In narrative form, 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 – In narrative form, provide the following:

- a) Length of time in business
- b) Length of time in business providing proposed services
- c) Total number of customers
- d) Total number of governmental, non-profit, ISD customers
- e) Number of full-time personnel
- 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.



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 two (2) references for customers whom you have provided similar services (Attachment D). References will be contacted as part of the evaluation process. In addition, in narrative form, please provide information referencing the actual services provided, customer size, and the length of tenure providing services to the customer.

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.

#### Cost of Services – Attachment C

Ensure the following is provided:

- a) Pricing that includes the unit of measure and bulk pricing, if applicable for the proposed items.
- b) Include pricing for certified organic produce, if available.
- c) Taxes shall not be included as CCA is tax-exempt.
- d) Clearly identify any discount pricing you are able to provide.
- e) Define any additional charges (fuel, delivery, etc.).
- f) Identify any current cooperative purchasing contract the services would fall under; and include clear information for the retail vs. cooperative pricing.
- g) Will a better discount be offered if contracted directly with the bidder rather than through a purchasing cooperative?
- h) Identify any “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, adequate staffing, 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



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 **3:00 p.m. CST on November 09, 2018**. The submission of proposals must be submitted electronically to following email address:

[\*\*RFPSubmission@childcareassociates.org\*\*](mailto:RFPSubmission@childcareassociates.org)

Proposals must conform and be responsive to all pertinent information. Before submitting the proposal, bidders shall carefully examine and become familiar with the terms and requirements and proposal documents, specifications, and other forms and documents included in the RFP. It is the bidder’s responsibility to ensure all required information is attached, legible, and received timely. All blanks in the proposal forms must be appropriately filled in and all prices must be stated in figures. No allowance will be made because of lack of such examination or knowledge on the part of the bidder.

All proposals must be signed only by an authorized contracting authority of the bidding entity. A signature is required in designated attachments.

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

- Attachment A – Proposal Coversheet
- Attachment B – Response Questions
- Attachment C – Produce and Pricing
- Attachment D – References
- Attachment E – Certifications
- Written proposal with detailed cost for proposed services

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 30, 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 be 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 filling 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 during contract negotiations.

##### **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 awarded 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  
[INCLUDED]

Attachment B – Response Questions  
[INCLUDED]

Attachment C - Pricing  
[SEE SEPARATE ATTACHMENT]

Attachment D - References  
[INCLUDED]

Attachment E - Certifications  
[INCLUDED]

*END OF RFP INSTRUCTIONS*



## ATTACHMENT A

### PROPOSAL COVERSHEET

#### INFORMATION TECHNOLOGY ASSESSMENT AND SUPPORT SERVICES

<b>Information Request</b>	<b>Answer</b>
Legal Name of Proposing Entity	
Authorized Contact/Signatory Authority	
Mailing Address	
Phone Number	
Email	
Date Established	
Federal EIN	
Type of Organization	<input type="checkbox"/> Private for-profit <input type="checkbox"/> Private non-profit <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Government Agency <input type="checkbox"/> Other (specify)
Historically Underutilized Business	<input type="checkbox"/> Yes (must attach current certificate) <input type="checkbox"/> No/NA
Cooperative Purchasing Contract	<input type="checkbox"/> Yes (identify) <input type="checkbox"/> No/NA
Name and Title of Authorized Signatory	
Signature	
Date	

**This form must be submitted with Proposal Response.**



## ATTACHMENT B

### RESPONSE QUESTIONS

- 1) Will you be able to meet deliveries up to 23 sites within the specified delivery hours? Yes\_\_\_ or No\_\_\_ If No, please attach a proposed delivery schedule.
  
- 2) Do you require a minimum number of cases or dollar value for deliveries? Yes\_\_\_ or No\_\_\_ If Yes, please state your minimum delivery amounts (case quantity, dollar amounts, etc.)
  
- 3) What is your procedure for notifying customers of shortages and/or substitutions?
  
- 4) Do you have a documented HACCP plan that includes a Standard Operating Procedure for recall traceability? Yes\_\_\_ or No\_\_\_
  
- 5) What is your procedure for notifying customers of a product recall?
  
- 6) Have you, or your organization backed out of or been terminated from a distribution contract within the last two (2) years? Yes\_\_\_ or No\_\_\_, If Yes, please explain.
  
- 7) What is the lead time you require for orders to ensure a 95% fill rate?
  
- 8) Do you have an on-line ordering system? Yes\_\_\_ or No\_\_\_
  
- 9) How are emergency deliveries (deliveries not on a scheduled date) handled?



10)How late can add-ons be added to next day deliveries? Is there a limit on the number of cases that can be added on?

11)Describe any reports that you make available to your customers (e.g. monthly usage, data analysis, etc.). How are customers able to access such reports?

12)Describe your policies regarding your delivery driver staff.

13)Can you provide a logo for your farm/organization? Yes\_\_\_ or No\_\_\_

14)May we use your likeness and farm (photographs, video recordings, or electronic images) for marketing, educational programming, or publication purposes? Yes\_\_\_ or No\_\_\_

15)What type(s) of capacity/facilities does the farm have? Check all that apply.  
Greenhouse\_\_\_ Hoop House\_\_\_ Cold Storage\_\_\_ Cool Storage (root cellar)  
Indoor wash/pack facility\_\_\_ Outdoor wash/pack facility\_\_\_ Mechanized  
harvest equipment\_\_\_

16)Does the farm have a written food safety plan? Yes\_\_\_ or No\_\_\_

17)Do you have liability insurance? Yes\_\_\_ or No\_\_\_ If yes, what is the limit?

18)Is a farmer or farm representative interested in partnering with CCA to educate children about farming and local food? Yes\_\_\_ or No\_\_\_

19)Are pesticides used? Yes\_\_\_ or No\_\_\_ If yes, please elaborate.

20)Are herbicides used? Yes\_\_\_ or No\_\_\_ If yes, please elaborate.

**This form must be submitted with Proposal Response.**



**ATTACHMENT C**  
**PRODUCE & PRICING**  
(See Separate Excel Worksheet)

**This form must be submitted with Proposal Response.**





## ATTACHMENT D

### REFERENCES

Provide two (2) references from current customers requiring weekly deliveries to multiple locations. ALL information must be included. References will be contacted as part of the evaluation process.

**Customer Name** \_\_\_\_\_  
**Contact Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Phone** \_\_\_\_\_  
**Email** \_\_\_\_\_  
**Summary of work completed:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Customer Name** \_\_\_\_\_  
**Contact Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Phone** \_\_\_\_\_  
**Email** \_\_\_\_\_  
**Summary of work completed:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**This form must be submitted with Proposal Response.**



**ATTACHMENT E**  
**CERTIFICATIONS**

Federal and state laws require assurances from applicants for federal pass-through or other state appropriated funds. The following assurances are applicable and must be included.



**CERTIFICATION OF BIDDER**

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided and the administrative, management, and financial systems of this organization. I certify that no employee of Child Care Associates has assisted in the preparation of this proposal.

I acknowledge that I have read and understand the requirements and provisions of this RFP and that the organization will comply with applicable local, state, and federal regulations and directives in the implementation of the services.

I certify that I have read and understand the Governing Provisions and Limitations any other limitations presented in this RFP and will comply with the terms.

This proposal is a firm offer for a minimum of 90 days.

I, \_\_\_\_\_, certify that I am the

(Type Name)

\_\_\_\_\_, of the entity named as Respondent herein.

(Type Title)

I am authorized to sign this proposal and submit it to Child Care Associates on behalf of said entity by authority of its governing body.

---

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

---

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

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(Phone) \_\_\_\_\_

**This form must be submitted with Proposal Response.**



**CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION AND  
OTHER RESPONSIBILITY MATTERS, EQUAL OPPORTUNITY/NON-  
DISCRIMINATION, AND DRUG-FREE WORKPLACE REQUIREMENTS**

*Lobbying:* This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form — LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

*Debarment, Suspension, and Other Responsibility Matters:* This certification is required by the Federal Regulations, implementing, Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies that neither it nor its principals:

1. Are presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.



2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification.

*Drug-Free Workplace:* This certification is required by the Federal Regulations, implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), and Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies that it shall provide a drug-free workplace by:

1. Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
2. Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the entity's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace;
3. Providing each employee with a copy of the entity's policy statement;
4. Notifying the employee in the statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the entity in writing within five (5) calendar days after any conviction for a violation by the employee of a criminal drug statute in the workplace;



5. Notifying Child Care Associates within ten (10) calendar days of entity's receipt of a notice of a conviction of an employee; and,

6. Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

These certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction.

---

(Signature)

(Date)

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(Printed Name and Title)

**This form must be submitted with Proposal Response.**



**CERTIFICATION REGARDING CONFLICT OF INTEREST**

By signature of this proposal, bidder covenants and affirms that:

1. No manager, employee or paid consultant of the bidder is a member of the Board, or a manager of Board;
2. No manager or paid consultant of the bidder is a spouse to a member of the Board or a manager of Board;
3. No spouse or member of the Board, CEO, or employee of Child Care Associates a manager or paid consultant for the bidder;
4. No member of the Board or an employee of the Board owns or controls more than ten percent (10%) interest in the bidder;
5. No member of the Board, President, or employee of the Board receives compensation from bidder for lobbying activities as defined in federal laws or Chapter 305 of the Texas Government Code;
6. Bidder has disclosed within the proposal any interest, fact or circumstance that does or may present a potential conflict of interest;
7. Should bidder fail to abide by the foregoing covenants and affirmations regarding conflict of interest, bidder shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with the Board and shall immediately refund to the Board any fees or expenses that may have been paid under the contract and shall further be liable for any other costs incurred or damages sustained by the Board relating to that contract.

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(Name of Entity)

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(Name of Authorized Signatory)

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(Title of Authorized Signatory)

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(Signature) (Date)

**This form must be submitted with Proposal Response.**

