



WELLNESS PROGRAM AND PLATFORM

**REQUEST FOR PROPOSAL
FOR
CHILD CARE ASSOCIATES**

RFP#: 2018WP04

**ISSUED BY:
Child Care Associates
3000 East Belknap Street, Fort Worth, TX 76111
Release Date 11/05/2018**



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I. OVERVIEW

PURPOSE

Child Care Associates (CCA) recognizes the wellness of its employees as key to overall success. CCA is seeking proposals from qualified bidders whose specialty lies in health and wellness promotions, with documented expertise in conducting wellness initiatives for organizations with similar staff size and framework as CCA, that can provide both engagement and web/data management expertise.

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 575,000 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 on average a team of 525 employees.

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 \$90 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	November 05, 2018
Deadline for Inquiries/Questions	November 14, 2018
Final Q&A Release	November 16, 2018
Proposal Due Date	November 26, 2018 by 3:00p.m. CST
Evaluation Period Begins	November 27, 2018
Presentations	December 10-14, 2018
Board Action/Approval	January 23, 2019
Award Date	January 25, 2019

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 is seeking a customized, automated, and sustainable wellness program/platform that promotes healthiness, both mentally and physically, that goes above and beyond the basic requirements to keep employees happy and healthy and stimulates a health-conscious work environment. The program/platform shall offer a fully-developed wellness platform that is comprehensive, technologically advanced, interactive, and highly personalized for each participant.

The goal of CCA is to improve the overall health of the employee population, thereby reducing the prevalence of chronic diseases. All employees will be eligible for participation in the program. There are approximately 450 employees consisting of staff that provide direct child care services within child care centers and administrative staff.

Specific objectives are to:

- Develop a full understanding of the ways in which CCA employees think about and relate to their personal health.
- Package the wellness program/platform into a trusted, understandable, meaningful and identifiable brand to support employee engagement, adoption, growth, and sustainability.
- Update, refine and fulfill CCA's plan with measurable goals and objectives.
- Establish a comprehensive program infrastructure with necessary resources to create and sustain success.
- Develop and execute an easy-to-execute marketing and communications strategy, which effectively engages, educates and empowers employees with information supporting behavioral changes impacting chronic care conditions.
- Implement cohesive and coordinated efforts supporting employee health.
- Establish and maintain a performance measurement system (data, sources, processes, and tools) to help evaluate and track progress, and set goal and develop strategies for improving outcomes.

The features desired include, but not limited to the following:

- Digital Platform - sophisticated, turnkey, integrated platform, but also easily customizable for CCA's needs and built to evolve as CCA's vision and needs evolve
- Engaging and accessible platform with a highly interactive, personalized and holistic user experience
- Employer portals
- Mobile App
- Practical and accessible programs
- Coaching



- Strategic consultation or wellness initiatives
- Preventative and health screenings and education
- Biometric screening, ability to import/integrate screening data from previous 2 years
- Integrate wellness into the company structure
- Align incentives for all stakeholders (employer and employees) to benefit
- Reporting analytics and benchmark analyses of data
- Tracks participant engagement to measure results
- Incentives for starting and maintaining participation in program
- Offers methods and technology for individual employees to track their own activity and wellness with related incentives
- Offer resources and opportunities for employees to participate in programs (example: physical activities, nutrition education, stress management, healthy lifestyle promotion, management of lifestyle related conditions)
- One designated contact or “coach” to work with employer on approaches, programs, communication and ongoing Q&A.

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 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, Texas Workforce Solutions of Tarrant County and West Central, 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 most advantageous to CCA in terms of quality and cost will be recommended for contract negotiations. The Contract shall be contingent upon the receipt of sufficient funding.

Type

The Contract executed as a result of this RFP process will be Fixed Price. Final Contract 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 the 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 contract for the goods and/or services solicited within this RFP.

Term

The term of any resulting Contract will commence on or about February 01, 2019 and end on January 31, 2020, 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 January 31, 2024. 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

Questions must be received no later than November 14, 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.

Organization Information – In narrative form, provide the following:

- a) Length of time in business providing proposed services
- b) Total number of customers
- c) Total number of governmental, non-profit, ISD customers
- d) Staff experience and expertise
- e) Ensure HIPPA compliance
- f) Disaster recovery and security protocols
- g) Guarantees



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?

Provide the name, title, address, and phone number of two (2) references for customers whom you have provided similar services (Attachment B). 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, success rate, 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. If no default occurred, state as such.

Engagement Administration – Provide a comprehensive breakdown of the programs and activities, health and biometric screenings, and incentives your organization can administer. In addition, describe how your organization/company will accomplish the following:

- Inspire commitment for change in behavior and culture towards overall well-being, use challenges, events, and social recognition to improve well-being and create behavioral change.
- Create and implement wellness marketing strategies.
- Serve as an external marketing representative for the program.
- Plan, resource, and execute initiatives, and activities.
- Conduct employee research and screenings.
- Recruit, engage, and deploy programs and activities.

Website and Data Management Services – Describe how your organization will accomplish the following:

- Develop, launch, and maintain a dynamic and engaging website.
- Offer a fully integrated web-platform, software, and communications framework to engage participants.
- Customize a proprietary platform and content to meet program and user needs, engage participants, and collect data.
- Administer functionality for mobile applications.
- Build a data warehouse for collecting, managing, and evaluating various



data elements.

- Develop the infrastructure for data integration from multiple resources.
- Store program documents and tools.
- Provide comprehensive reporting options to track participation and success of participants.
- User friendly mobile application and website.

Cost of Services - Ensure the following is provided:

- a) Identify any initial setup fees.
- b) Identify cost per participant for up to 450 employees.
- c) Identify monthly and annual cost for engagement/administrative services.
- d) Identify monthly and annual cost for website data management services.
- e) Identify subsequent years' annual costs for all services, for up to an additional four (4) years.
- f) Clearly identify any discount pricing you are able to provide.
- g) Define any additional fees or charges.
- 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.

Organizational Strength

20 Points

Proposals will be evaluated based on factors such as, but not limited to, the organizational background, financial strength, and experience. In addition, client references, HIPAA Compliance, security protocols and disaster recovery and guarantees.

Wellness Engagement Administration

30 Points

Proposals will be evaluated based on innovative approach, event and engagement oversight, engagement representatives, wellness marketing strategies, programs/activities offered, incentives, health and biometric screening ability, and resources and opportunities for participants.

Platform/Data Management Services

30 Points

Proposals will be evaluated based on features such as, accessibility, website support/content, dynamic and engaging website, customizable website, functionality of mobile applications, user friendly features, collecting, data management (collecting, managing, and evaluating) and data reporting options.



Cost**20 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.

Bidders will be required to make a presentation to demonstrate products offered for the top three (3) highest scoring proposals. Anticipated timeframe for presentations will be December 10-14, 2018. CCA will contact bidders as soon as possible to allow for adequate travel arrangements.

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) The three (3) highest scored proposals will be requested to provide a presentation to demonstrate the features of the services.



- 6) 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.
- 7) Award of the contract will be made based on successful contract negotiations.
- 8) 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 26, 2018**. The submission of proposals must be submitted electronically to following email address:

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 – References
- Attachment C – 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 February 01, 2019, 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 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 – References
[INCLUDED]

Attachment C - Certifications
[INCLUDED]

END OF RFP INSTRUCTIONS



ATTACHMENT A

PROPOSAL COVERSHEET

INFORMATION TECHNOLOGY ASSESSMENT AND SUPPORT SERVICES

Information Request	Answer
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

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 C
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)

(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)

(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.

(Name of Entity)

(Name of Authorized Signatory)

(Title of Authorized Signatory)

(Signature)

(Date)

This form must be submitted with Proposal Response.

