



GENERAL OFFICE SUPPLIES REQUEST FOR PROPOSAL

**ISSUED BY:
CHILD CARE ASSOCIATES
300 East Belknap Street, Fort Worth, TX 76111
Release Date 2/10/2017**

1. INTRODUCTION AND INFORMATION

1.1 Corporate Overview

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

1.2 RFP GOALS AND OVERVIEW

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

Child Care Associates is seeking proposals for a contract for general office supplies and related services. Child Care Associates intends to award a contract designating a single source or multiple sources as the preferred supplier(s) for a period of 1 year, with an option to renew for an additional 2 years.

Child Care Associates is requiring that supplier(s) provide an online order system capable of identifying Child Care Associates employees, ship-to addresses, department names and locations, and by classroom/location. Supplier's system will allow for select Child Care Associates personnel to be assigned as system administrators to manage user-defined parameters, as well as, manage and monitor fixed contract pricing that results from this proposal. The successful bidder will deliver, next day, office supplies to all 25 locations in the Fort Worth area and 1 location in Abilene and pick-up any designated returns for return-to-stock processing and account crediting. Successful bidder will provide for set-up and installation as the chosen location/area for all purchases as deemed necessary.

1.2.A. Brand Names

References to brand names and/or numbers in the solicitation are intended to be restrictive, and not merely descriptive, unless otherwise specified. If the specific product cannot be supplied by the bidder, equivalent items meeting the standards of quality specified will be considered. Unless a bidder indicates otherwise, it is understood that the proposer is offering the referenced brand item as specified in the solicitation. Child Care Associates reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name referenced, and Child Care Associates may require the supply of additional descriptive material and a sample.

1.2.B. Samples

Samples of goods may be required prior to award to determine bidder's responsiveness to the RFP's requirements. If requested, such samples must be provided at no cost and delivered to the address specified within the timeframe identified in the notification. Failure to submit samples as specified may be grounds for rejection of a vendor's proposal. Unless expressly set forth in the solicitation, the sample of goods furnished must be identical in all respects to the product or products being offered. Bidders offering products of a different manufacturer and model number than those specified in the solicitation may be required to submit samples for inspection and specification compliance testing in order for Child Care Associates to determine if the item offered is equivalent to and meets the minimum standards of quality acceptable to CCA. Samples, if not destroyed by tests, may, upon request made by the bidder at the time the sample is furnished, be returned at bidder's expense.

1.2.C. Work Plan and Methodology

Vendor shall provide a project plan that describes how the vendor intends to implement the program, including the process to convert the current office supply accounts. The description shall include, but is not limited to, the following:

1. Account team structure and roles (including description of sales contacts, account team support, and periodic account review process)
2. Communication process with Child Care Associates (employee buyers and Procurement)
3. Customized ordering process and websites or catalogs that reflect Contract Items and Contract Pricing, including distribution of catalogs and capabilities to block ordering on an individual account, product lines, or other basis
4. Training (initial and ongoing)
5. Time schedule
6. Program evaluation

1.2.D. Ordering Process

Describe the process to establish an online ordering account for a Child Care Associates employee, including how the individual users would be linked together and identified. Describe the ordering process and the various options available (e.g., Internet access, telephonic, facsimile, etc.) and include the acknowledgement process. The vendor is required to maintain a toll-free number for ordering, inquiries, and customer service. Describe how back-ordered or out-of-stock products are handled during the ordering process.

1.2.E. Customer Service

Describe the level of customer service that will be provided, including procedures that will ensure consistency and problem resolution. The description should include, but is

not limited to:

1. Customer service organizational structure
2. Contact process (phone, email, fax, etc.)
3. Follow up process
4. Process to handle back ordered or out-of-stock products, including alternate suggestions and pricing policy
5. Internal procedures to track customer service contact and resolution

1.2.F. Billing, Invoicing

Vendor shall describe its invoicing control process. All office supply procurement will be charged directly to the purchase order provided by requester. Invoices should itemize line items by classroom, if applicable.

1.2.G. Cost Proposal, Pricing and Price Adjustments

Vendors bidding must submit fixed pricing as required by Attachment C: Itemized Cost Proposal. Pricing shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, overhead, profits, and other costs or expenses incidental to the vendor's performance.

All products must be bid using the wholesale distributor item numbering system. Vendor may cross-reference these standard industry item numbers to their own SKU numbers, but both identifiers must be used on all bids, reports and subsequent contract core listings.

The vendor shall describe the process used to evaluate purchasing patterns that result in the identification of items that may be eligible to add to the list of Contract Items and opportunities for price reductions to existing Contract Items (or substitutions) during the term of any resulting agreement.

Vendor shall propose a single-rate standard discount from manufacturers' list pricing, for Non-Contract Items that vendor is able to provide and Child Care Associates employees may purchase under the terms of any Master Agreement that results from this RFP. Regardless if shipping cost is waived, charges will be managed and annual summary report provided to CCA.

The prices proposed in the bidder's response will be valid for the original one year term after any resulting agreement is signed. The bidder's proposal must describe how future price increases will be minimized and capped and how both increases and decreases will be passed on to Child Care Associates if the agreement is renewed after the initial term. The bidder must explain the proposed process to implement price changes, including the process to update catalogs and websites.

It is expected that all bidders to this solicitation will offer the bidder's best government or comparable favorable rates.

2. SUPPLIER PREREQUISITIONS

2.1 Mutual Confidentiality Agreement must be either: on file with Child Care Associates, or be signed prior to your company receiving the RFP documents.

3. CONTACT AND COMMUNICATION RULES

3.1 CONTACT

The CCA Contact (the “CCA Contract”) for the RFP regarding questions and submission of confidentiality agreements and intent to participant should be made electronically to the following email address:

RFP@childcareassociates.org

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

RFP_Submission@childcareassociates.org

3.2 COMMUNICATION AND LIMITED CONTACT RULES AND DISQUALIFICATION

The CCA CONTACT LISTED ABOVE IS THE **SOLE CONTACT** FOR SUPPLIERS REGARDING THIS RFP AND THE SELECTION PROCESS UNTIL SUPPLIERS RECEIVE FURTHER NOTICE TO THE CONTRARY IN WRITING FROM CCA. EXCEPT AS SPECIFICALLY ALLOWED IN THIS SECTION 3, NO ONE DIRECTLY OR INDIRECTLY REPRESENTING SUPPLIER MAY CONTACT, VISIT, OR MEET WITH (OR ATTEMPT TO DO ANY OF THE FORGOING) ANY CCA EMPLOYEE, OFFICER OR AGENT, REGARDING THIS RFP OR THE SELECTION PROCESS. CCA WILL IMMEDIATELY DISQUALIFY A SUPPLIER FROM PARTICIPATION IN THIS RFP IF ANY SUPPLIER OR SUPPLIER’S AGENT OR EMPLOYEE VIOLATES THIS RULE.

4. CONTRACT VS. NON-CONTRACT PRODUCTS AND VENDOR RELATIONS MANAGEMENT, RESOURCES AND COMMITMENTS

Each of Child Care Associates offices/departments may individually at their discretion, order office supplies, including Contract Items and Non-Contract Items, by placing an individual order via a vendor’s online ordering portal. The term “Contract Item” is defined as any item or replacement item (as agreed to by the CCA) that is included in Attachment C: Itemized Cost Proposal, or any resulting agreement that may result from this RFP. The term “Non-Contract Item” is defined as any item that vendor is able to provide that is not included with a specific price in Attachment C. The term “Contract pricing” is defined as the price for a Contract Item that was bid in the vendor’s proposal and reflected in any final agreement that results from this RFP.

Bidders shall demonstrate options for designating Contract items using visual identifiers (online) customer catalog product numbers.

4.1 CONTRACT VS. NON-CONTRACT PRODUCTS

4.1.A. Contract Management

Effective management of the initial core contract product list is crucial to the success of the vendor-customer partnership. It is understood that over the course of the initial contract term, certain products may be discontinued by the manufacturer, or undergo changes in design, color and packaging. The vendor must describe the process used to effectively manage this change.

Products should be maintained at the same unit of measure originally bid. Any products that are discontinued due to manufacturer “repackaging” must be added back to the contract at the equivalent original bid pricing. Notification of products dropped from the contract must occur within 30 days of product discontinuation.

4.2 VENDOR RELATIONS MANAGEMENT, RESOURCES, COMMITMENTS

4.2.A. Ordering Process

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

Order Requirements:

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

4.2.B. Distribution Network

Vendors shall diagram their distribution network, outlining the process flow from order entry and routing, pulling of stock (including primary warehouses or secondary outsourced operations), back-ordered processing, packaging, loading and delivery. List all sources of supply and delivery methods by name and location(s).

4.2.C. Delivery Requirements and Shipping Costs

A dedicated staff person(s) will be designated to receive entire shipment. Individual orders shall be packaged and labeled to reflect the buyers' name and inside delivery location. Inside delivery with no additional fees are required. The drivers should place supplies in location of choice adhering to employees' request. Items that require assemble and/or setup, will be included in the delivery with no additional costs.

Any damage (during initial delivery to single drop-off point) to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the vendor. When damage does occur, it is the responsibility of the vendor to immediately notify Child Care Associates staff liaison. The vendor shall bear the risk of loss or damage to the ordered goods until the goods are delivered to the place of business indicated on the order.

The vendor shall maintain an overall monthly average of 95% for on-time delivery of products purchased under the Master Agreement. The on-time delivery rate shall be calculated on a quarterly basis by dividing the number of completed on-time deliveries (no partial deliveries) by the total number of deliveries. That is, for orders reported as filled by the order entry system, the shipments shall be received within the times specified when the order is placed at least 95% of the time. The vendor shall propose a remedy, such as an additional discount, if the quarterly average for on-time delivery falls below 95% for three (3) consecutive months.

Vendor shall not invoice Child Care Associates separately for shipping or delivery costs. If delivery cost are included within the proposal provided, cost will waived by the vendor.

4.2.D. Packaging

All products must be new, and must be delivered in the manufacturer's standard package. Prices shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents.

Each shipment shall include a packing slip showing the buyer, ordering date, ordering department, the item number; product description, quantity ordered, all pricing, quantity shipped and backordered items, including the expected ship date.

4.2.E. Reports

At any given time, access to reports should be accessible. Tools and resources that are accessible online, and identify procurement trends and isolate savings opportunities are advantageous to CCA and will be receive extra points during scoring. Reports should be accurate and consistent for all centers, allowing for total transparency and visibility into spend.

In addition, Child Care Associates management requires quarterly program reports that provide the following information:

1. **Service Level Report:** Provide statistical information that will provide performance reports on fill rate, delivery, and breakdown of contracted versus non-contracted items.
2. **Budget Reports:** These reports provide capabilities to monitor variances between spend against budget.
3. **Returned Product Report:** A list of all products returned for credit, including manufacturer/UPC part number, vendor SKU number, product description, unit of measure, number of units returned, date product returned, total amount credited to buyers' purchasing card and date credit posted to account.
4. **Itemized Usage Report:** A list of all items that were purchased during the quarter, including manufacturer/UPC part number, vendor SKU number, product description, unit of measure, number of units sold, price each unit sold, totals extended, and whether the item is Contract or Non-contract.
 - a) Ability to track product usage holistically and drill down by center, office, and individual.
5. **Contract Maintenance Report:** a list of any item that has been discontinued, repackaged, been given a new UPC/SKU#, or otherwise been deactivated from the original contract list, including whether a suitable replacement has been substituted and at what price and as of what date.

Quarterly reports must be provided no later than thirty (30) days after the end of each quarter.

4.2.F. Rejection of Goods or Acceptance of Service

The vendor will arrange for the return of all miss-ordered, miss-shipped, returned, or damaged items at no cost to CCA. There will be no restocking fee for returns of items that are damaged or shipped by the vendor in error. All items returned will be credited to invoice within 14 days of receipt.

4.2.G. Inventory, Estimated Volume

Child Care Associates has demonstrated an ongoing need for the products indicated in this RFP. These products are based on recent 12-month usage for all office locations and average \$140,000 annually (this average includes procurement through primary supplier only and does not include secondary office suppliers or specialty retailers for toner and paper supplies). As procurement of office supplies is largely centralized within the organization, there is no guaranteed minimum annual total volume or specific individual product quantity thresholds that will be maintained over the initial contract term or any extension/renewal of contracts entered into.

The vendor awarded a Master Agreement shall maintain access to a reasonable stock of such products on hand for the full term of the Master Agreement. Failure to

maintain access to a reasonable stock may result in termination for default of the vendor's Master Agreement. The individual Child Care Associates departments and office locations will be strongly encouraged to order against the Master Agreement, but will not be required to purchase exclusively if vendor's stocking levels are insufficient, lead-times for backordered items too long, or other special needs are warranted.

4.2.H. Program Auditing

The successful vendor will provide online query tools, reports and other materials upon request to verify contract compliance throughout the life of the agreement. Bidder will provide a sample blind audit of a current account reference for review during the RFP evaluation process.

5. GENERAL INFORMATION

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

Contact with Child Care Associates personnel in connection with this RFP may not be made other than as specified in this RFP. Unauthorized contact of any Child Care Associates personnel may be cause for rejection of a bid (Section 3).

5.A. Submission Requirements

There are four additional requested items, listed below, to this RFP that must be completed and returned to CCA no later than the proposal due date of **February 22, 2017**. Early submission of the RFP and all Attachments would be accepted and appreciated.

To be considered responsive, a proposal must contain the following, referenced by number and in the order below:

1. Mutual Confidentiality Agreement – separate document
2. Attachment A – Intent to Bid and Attachment B – Terms of Participation in CCA RFP.
3. A detailed fixed cost proposal, using Attachment C: Itemized Cost Proposal. Bids must be submitted electronically in XL format directly to rfp_submission@childcareassociates.org by the proposal due date. As Child Care Associates may award a contract based on the initial offer, a bidder should make its initial offer on the most favorable terms available. Child Care Associates reserves the right, however, to have discussions with those bidders falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.

4. A written acknowledgement of the acceptance of the Contracting Requirements set forth in Section 6 of this RFP. Specific terms may be reserved for future negotiation, but must be clearly identified and reasons given for the reservation.

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

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

5.B. Rejection of Proposals

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

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

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

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

5.C. Evaluation Process and Highest Score Bidder

An evaluation team will review, in detail, all proposals that are received to determine the Highest Score Bidder ("HSB").

Child Care Associates reserves the right to determine the suitability of proposals on the basis of a proposal's meeting administrative requirements, technical requirements, the review team's assessment of the quality and performance of the equipment and services proposed, and cost.

During the evaluation process, Child Care Associates may require a bidder's representative to answer questions with regard to the proposal and/or require certain bidders to make a formal presentation to the evaluation team and/or Child Care Associates Senior Executive Team. Child Care Associates may also have discussions with those bidders falling within a competitive range, and request revised pricing

offers from such bidders and makes an award and/or conduct negotiations thereafter.

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

1. The following criteria will be used in reviewing and comparing the proposals and in determining the HSB. The weight to be assigned to each criterion appears following each item.
 - a) **Fees (50%).** The total cost of the proposal solution. If the proposal contains itemized rates, per piece pricing, or commission-based pricing, Child Care Associates reserves the right to calculate total contracted cost by calculating rates using either previous known usage activity or future projected volume. Costs will be evaluated only if a proposal is determined to be otherwise qualified. Costs should be itemized by type to allow Child Care Associates to implement the solution over the term of the contract.
 - b) **Quality of Deliverables (10%).** Proposal is specific and tailored for Child Care Associates.
 - c) **Customer Service (5%).** Timely response to inquiries. Delivery process, service level, and fill rate.
 - d) **Special Incentive Programs (20%).** Annual bonus rewards, rebates, sponsorships, and works of public service.
 - e) **Technology (15%).** The technical development and responsiveness of the online user- interface (web-portal): searching, selection, ordering, tracking, and online reporting
 - f) **Minority/ Women Owned Businesses, Certified HUB (5%) {BONUS}.** (Must provide certification at time of submission of RFP.)
2. All qualified proposals will be evaluated based on the Submission Requirements and Cost, with the top candidates advancing as finalists and receiving a full evaluation as outlined above.

5.D. Award and Execution of Contract

Subject to CCA's right to reject any or all proposals, the HSB will be awarded the contract. Public opening will be February 22, 2017 at 2:00 PM at 3000 E. Belknap, Fort Worth, Texas 76111. Upon opening of proposals, an award may be made on the basis of the proposals initially submitted without discussion, clarification, modification, or on the basis of negotiation with any of the Respondents at CCA's sole option and discretion. CCA may also elect to award multiple bidders depending on the strategy that is most advantageous to CCA. CCA reserves the right upon the public opening to populate the costs submitted in an aggregate manner in order to evaluate the vendors' proposals, prior to scoring.

Notification of Awards:

It is anticipated that selection of the successful vendor will be made by February 24, 2017, but may be made prior to that date at the discretion of CCA. However, if unforeseen circumstances are encountered, CCA also reserves the right to delay the selection to insure the best vendor is selected. Initial term of the resulting contract will be for one year beginning approximately March 1 2017 through February 28, 2018. Contract may be renewed each year for two additional years at the sole discretion of CCA for a total term of three years. Only vendors that are able to demonstrate quality service in a timely manner will be considered for renewal.

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

No contract or agreement, express or implied, shall exist or be binding on Child Care Associates 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 Child Care Associates in its sole discretion, Child Care Associates may enter into negotiations and sign a contract with any other bidder who submitted timely, responsive and responsible proposals to this RFP.

If, after Child Care Associates and the HSB agree to terms and execute a contract, that contract is terminated for any reason, Child Care Associates may, in its sole discretion, either enter into negotiations with the next highest scored bidder, or issue a new RFP and begin the proposal process anew.

5.E. Tie Proposals, Best and Final Offers (BAFO) and Reciprocity:

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.

5.F. Errors in the RFP

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder should immediately provide Child Care Associates with written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, Child Care Associates 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.

If prior to the date fixed for submissions, a bidder knows of or should have known of

an error in the RFP but fails to notify Child Care Associates of the error, the bidder shall bid at its own risk, and if, awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

5.G. Questions Regarding the RFP

Questions regarding the RFP may be addressed writing to rfp@childcareassociate.org. All questions must be submitted no later than 5 days (*February 17, 2017*) prior to the date for submission of proposals. Questions and answers regarding the RFP may be shared with all bidders known to be interested in submitting a proposal.

If a question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the bidder may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the bidder must submit a statement explaining why the question is sensitive.

If CCA concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If Child Care Associates does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the bidder will be notified.

A bidder who believes that one or more of the RFP's requirements is onerous or unfair, or unnecessarily precludes less costly or alternative solutions, may submit a written request that the RFP be changed. The request must set forth the recommended change and reason for proposing the change. Child Care Associates must receive any such request no later than 5 days before the deadline for submitting proposals.

5.H. Addenda

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

5.I. Withdrawal and Resubmission/Modification of Proposals

A proposal may be withdrawn at any time prior to the deadline for submitting proposals by notifying Child Care Associates 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 Child Care Associates no later than the deadline.

Modification offered in any other manner, oral or written, will not be considered. Proposals cannot be changed after the evaluation process begins.

5.J. Grievance Procedures

5.J.1. Definition

- a. A grievance is defined as and limited to an alleged improper interpretation, application, or violation of an individual's terms and conditions regarding the Request for Proposal/Bid/Information or Request for Proposal/Proposal (RFP, RFB, RFI or RFP, IFP) process. Note that appealing because a proposal was submitted past the deadline or required information was omitted is not considered a valid grievance.
- b. A "party of interest" is the person or persons making the appeal and any person whom might be required to take action or against whom action might be taken to resolve the claim.
- c. Workdays are those days when administrative offices are scheduled to be open.

5.J.2. Purpose

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

It is the policy of this company to respond promptly to any grievances, which may arise.

5.J.3. Procedure – General

- a. Failure by the Administration at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
- b. The time limits specified may be extended by mutual agreement and shall be exclusive of discretionary leave and scheduled vacation.
- c. Failure by the aggrieved at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be acceptance of the decision rendered at that step.

5.J.4. Action and Appeal

Level 1

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

Level 2

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

The grievance shall specify:

- d. A description of the action being appealed
- e. A citation of the law or regulation allegedly violated that forms the basis of the appeal.
- f. A thorough explanation of the appeal.
- g. An original signature by the appealing organization's authorized representative.

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

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

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

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

Level 3

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

5.K. News Releases

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

5.L. Disposition of Materials

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

6. CONTRACTING REQUIREMENTS

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

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

6.A. Time of Essence

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

6.B. Warranties and Representations

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

6.C. Equipment, Tools, Supplies

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

6.D. Indemnity Obligations of Vendor

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

Vendor, its employees, agents or subcontractors.

6.E. Confidentiality and Publicity

The Vendor will retain all information provided by Child Care Associates 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. Child Care Associates retains the right to enjoin any unauthorized disclosure in an appropriate court of law. The Vendor will not issue any public announcements concerning Child Care Associates without the prior written consent of CCA.

6.F. Compliance with Laws

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

6.G. Assignment/Subcontracting

1. **Assignment.** The Vendor will not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of CCA, which consent may be granted or withheld in the sole and absolute discretion of CCA.
2. **Subcontracting.** The Vendor may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, with the prior written approval of CCA.

The Vendor will clearly describe the reason for using any subcontractors, the specific role each subcontractor will play in the project, and the relationship between the Vendor and its subcontractor to be maintained during the term of this agreement. No subcontract will be approved unless the Vendor provides a written guarantee that the Vendor's firm will be contractually obligated to assume all project responsibilities and the insurance requirements set forth above.

6.H. General Provisions

1. **Governing Law.** The agreement will be governed by the laws of the State of Texas without giving effect to its principles of conflict of laws.
2. **Attorneys' Fees.** In the event either party institutes any action or proceeding against the other party relating to this agreement, the unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit shall be entitled to collect or enforce the judgment. This provision is separate and several and shall

survive the merger of the agreement into any judgment.

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

7. *ESTIMATED TIMELINE*

RFP Release Date (includes public notice)	February 10, 2017
Mutual Confidential Agreement – sent if not on file Send to RFP@childcareassociates.org	February 10, 2017
Attachment A&B signed and returned Send to RFP@childcareassociates.org	February 17, 2017
Deadline for Inquiries Send to RFP@childcareassociates.org	February 17, 2017
Proposals Due Send to RFP_Submission@childcareassociates.org	February 22, 2017 @ 1:00 PM
Public Opening Includes, but not limited to: Accumulation of submitted bids for price comparison Scoring Panel Review	February 22, 2017 @ 2:00 PM
Quality Review	Prior to award
Award Notice	February 24, 2017
Contract Period	March 1, 2017 – February 28, 2018

Any Award of Business will be dependent upon Negotiation of Pricing and Contractual Agreement. Any previous pricing submitted informally to CCA will not be considered as part of this RFP.

This timeline has been created to provide all bidding Suppliers with the basic outline of events that will take place and the best approximate timing of such events.

CCA reserves the right to make any alterations needed to the Timeline in order to ensure the best possible outcome for CCA.

ATTACHMENTS

Attachment A Intent to Bid
[SEE ATTACHMENT]

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

Attachment C Itemized Cost Proposal
[SEE ATTACHMENT]

Please provide cost per unit within the provided excel. Items in red are considered higher volume items. If Vendor is not able to provide item please indicate by inserting a "N/A" in the price column.

END OF RFP INSTRUCTIONS