PROFESSIONAL DEVELOPMENT LEADERSHIP TRAINING SERIES REQUEST FOR PROPOSAL

For
Child Care Associates,
North Central Texas Council of Governments,
and Childcare Group

ISSUED BY:
Child Care Associates
3000 East Belknap Street, Fort Worth, TX 76111
Release Date 7/14/2017
**TITLE:** Professional Development Leadership Training Series

**ISSUE DATE:** July 14, 2017

**DUE DATE:** 2:00 p.m. CST, Friday, August 4, 2017

**ISSUING AGENCY:** Child Care Associates
Procurement
3000 E Belknap
Fort Worth, Texas 76111

Sealed Proposals subject to the conditions made a part hereof will be accepted until 2:00 p.m. CST, Friday, August 4, 2017 for furnishing services described herein.

Direct all inquiries concerning this RFP to:  Karanae Spradlin
3000 E Belknap
Fort Worth, Texas 76111
817-838-0055 X 3301

1. **ESTIMATED TIMELINE**

<table>
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<tr>
<th>Event</th>
<th>Date</th>
<th>Contact Address</th>
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<tbody>
<tr>
<td>RFP Release Date</td>
<td>July 14, 2017</td>
<td>Send to <a href="mailto:RFP@childcareassociates.org">RFP@childcareassociates.org</a></td>
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<td>(includes public notice)</td>
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<tr>
<td>Mutual Confidential Agreement</td>
<td>July 24, 2017</td>
<td>Send to <a href="mailto:RFP@childcareassociates.org">RFP@childcareassociates.org</a></td>
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<td>Attachment A&amp;B signed and returned</td>
<td>July 24, 2017</td>
<td>Send to <a href="mailto:RFP@childcareassociates.org">RFP@childcareassociates.org</a></td>
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<td>Deadline for Inquiries</td>
<td>June 26, 2017</td>
<td>Send to <a href="mailto:RFP@childcareassociates.org">RFP@childcareassociates.org</a></td>
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<td>Proposals Due</td>
<td>August 4, 2017 @ 2:00 PM CST</td>
<td>Send to <a href="mailto:RFPSubmission@childcareassociates.org">RFPSubmission@childcareassociates.org</a></td>
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<td>Validation of RFPReceived</td>
<td>Prior to Public Opening</td>
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<tr>
<td>Public Opening – Evaluation Team/Scoring Panel</td>
<td>August 9, 2017 @ 1:00 PM CST</td>
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1. CORPORATE OVERVIEW

As the largest child development nonprofit organization in North Texas, Child Care Associates ("CCA") prides itself on being a champion in the early learning field. CCA has served over 545,000 at risk young children and their families since its establishment in 1968. CCA has been a trusted community partner for the last 49 years, working at the forefront of quality early childhood care and education. CCA serves approximately 17,000 young children per year and has an annual budget in excess of $70 million. CCA is a non-profit organization that provides subsidized childcare for 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. Please visit www.childcareassociates.org for more information about our services.

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*Professional Development RFP*
The North Central Texas Council of Governments (“NCTCOG”) serves as the Administrative Entity and Grant Recipient for the North Central Texas Workforce Development Board, dba Workforce Solutions for North Central Texas. The North Central Texas Workforce Board, comprised of community representatives appointed by local elected officials, sets the strategic direction and provides policy guidance and oversight of the programs delivered by Workforce Solutions for North Central Texas. NCTCOG is responsible for the administration of approximately $64 million in state and federal funds and provides a variety of services to employers and job seekers through a network of Workforce Solutions for North Central Texas Workforce Centers in the North Central Texas 14 county workforce development area (Collin, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell and Wise counties). Workforce Solutions for North Central Texas currently has agreements with over 650 child care providers (child care centers, registered and licensed home care) and provides subsidized child care services to over 6,000 children per day. Please visit www.dfwjobs.com for more information about our services.

ChildCare Group's “(CCG)" roots go back to the late 19th century. The original charter, dated September 16, 1901, was the Clara Chaison Free Kindergarten and Training School of Dallas, Texas. In 1901, at the turn of the century, child care was formally organized by compassionate and civic-minded people concerned about the appalling conditions in which many poor children were living. Three organizations—the Clara Chaison Free Kindergarten and Training School, the Free Kindergarten Association, and the Dallas Free Kindergarten and Industrial Association—joined forces to provide day care and kindergarten for children of the women who worked in the Dallas cotton mills. The organization provided care for children, as well a school for training kindergarten teachers. CCG provides nationally recognized model of care—Relationship-Centered Child Care® or RC3®—at their seven Head Start and/or Early Head Start centers for little or no cost to low-income families. Among our other services, CCG administers a subsidized voucher program—Child Care Assistance; offer teacher and parent training; manage a Food and Nutrition Program; and, provide child care Resource and Referral services to parents and employers. Please visit www.childcaregroup.org for more information about our services.

2. RFP GOALS AND OVERVIEW

The goal of this Request for Proposal (“RFP”) is to provide all responding Bidders with CCA requirements in order to respond, as well as, establish a formal procurement process where all solicitations will be open and free competition. Responders to this RFP may be referred to as Vendor(s), Supplier(s), Contractor(s), and/or Bidder(s), throughout the document.

CCA seek proposals from qualified Bidders that can conduct the “Taking Charge of Change” program, as it is modeled by the McCormick Center for Early Childhood Leadership, for ongoing training of child care center staff to enhance their professional development and integrate them, far more easily and quickly, to the expectations for their specific roles. We would like to partner with a Vendor(s) that can deliver effective training that is both well-organized and intuitive. We are looking for Vendor(s) that can provide both quantitative and qualitative solutions for our training program. CCA intends to award a contract designating a single or multiple sources as the preferred Contractor(s) for a period of one (1) year, with an option to renew for an additional two (2) years.

CCA, NCTCOG, and CCG (collectively, “Parties”) are in search of a Vendor(s) that can provide such mentioned training to serve their individual needs. The successful Contractor will provide joint session trainings for CCA, NCTCOG, and/or CCG at designated locations within the DFW area, as well as, provide at least two (2) off-site retreats. Training sessions will consist of students from all
Parties.

Objectives of the RFP include the following:

- Secure a comprehensive competitively solicited bid from a Vendor(s) that can effectively implement “Taking Charge of Change” as it is modeled by the McCormick Center for Early Childhood Leadership;
- Leadership training solution that enhances the professional development and continuous improvement for child care center staff;
- Positively impact leadership (students) by achieving cost savings through an all inclusive rate that will increase staff participation;
- Analysis, reporting and related services that will assist with organization learning related to performance, bench marking and quality of the child care centers;
- Provide Continuous Education Units (“CEU”)/ Continuing Professional Education (“CPE”) for the 10 month Leadership Training series.

3. CONTRACT PERIOD

The term of any resulting contract will commence on or about August 15, 2017 and end on September 30, 2018. At CCA’s option and under the same terms and conditions contained herein, this contract may be extended for two (2) additional one-year periods (defined as twelve months), not to exceed September 30, 2020. CCA intends to notify the awarded contractor by August 11, 2017, and reserves the right to delay the process at CCA sole discretion.

4. SCOPE OF WORK

The Scope of Work (“SOW”) is specific to this RFP as follows:

Bidder to provide a written technical/program plan that meets and/or exceeds the objectives/goals list below. Additionally, CCA request that the written plan include project structure, capacity to provide services, major deliverables, and data driven outcomes from the Vendor’s individualized program(s) resolutions for the objectives noted below.

QUALIFICATIONS OF PROGRAM, INSTRUCTORS, AND PROGRAM DESIGN:

4.1 Training curriculum must be evidence researched based program

4.2 Training Instructors should have Bachelors in Education, Child Development, or related field. (Must provide Bio for instructors in written plan)

4.3 Training hours will consist of at least 120 hours or more to complete within a 10 month training series.

4.4 Looking for Contractors that will offer CEU, CPE, or other recognized professional accreditations for duration of course period.
4.5 Training curriculum must include pre and post assessment tools to evaluate participants’ level of understanding concerning leadership and management of child care programs.

The following are the areas of objectives/goals that are being sought after to:

4.6 Improve leadership skills and program change.
4.7 Promote a culture of continuous improvement that increases engagement.
4.8 Enhance and maintain quality programs.
4.9 Establish key performance incentive metrics that will improve appraisal system.
4.10 Provide tools that will increase conflict resolution skills.
4.11 Provide all resources and training materials needed for participation.
4.12 Provide food during the offsite retreats.
4.13 Provide an online application tool that will qualify potential individuals for participation.
4.14 Provide an online tool that will allow potential participants to upload and download documents.

SERVICE LEVEL/ ACCOUNT MANAGEMENT

4.15 The Contractor shall provide a point of contact for all Parties to coordinate the program as needed. The representative will be required to meet with each Party official quarterly to discuss data points, progress of program, issues, and/or concerns.

4.16 The Contractor shall provide an Account Manager for CCA to coordinate billings/invoicing. Invoices must identify participant name, referring party, class taken, and percentage of completion.

4.17 CCA reserves the right to cancel this contract with thirty (30) days written notice at any time during the contract at the sole discretion of CCA or any Party.

The Contractor is considered to be failing to perform its obligation for:
- Multiple late/missed offenses/reschedules.
- Failure to meet or pay monetary amounts guaranteed in the agreement.
- Failure to provide adequate service to CCA, NCTCOG, and/or CCG which includes responding to and resolving problems/issues within 24 hours.
- Any other substantial failures to meet the goals of this RFP.

5. ADDITIONAL REQUIREMENTS

5.1 Proposals from Bidders will only be considered, if they have had prior experience with the training Taking Charge of Change, McCormick Center for Early Childhood Leadership model. Contractor shall have at least three (3) years of utilization of an accredited researched
based experience. Three (3) references must be provided to substantiate the required experience of all trainers. The attached reference form must be completed. It is the Bidder’s responsibility to provide valid reference information and CCA reserves the right to use reference check responses in its evaluation of proposals. CCA reserves the right to contact all or portions of the Bidder’s supplied references prior to after the Public Opening date, noted within this RFP, at CCA’s sole discretion.

6. PROPOSAL RESPONSE

The proposal response shall include the following:

- Mutual Confidentiality Agreement – separate document
- Attachment A – Intent to Bid and Attachment B – Terms of Participation in the CCA RFP

The following are due on or before August 4, 2017 @ 2:00 PM CST

- Written Technical/Program Plan Approach (Written Proposal)
- Attachment C (Supplier Profile, Compliance & Legal, Business Requirements)
- Attachment D (Pricing)
- The required reference information (attached)
- Certificate of Insurance
- Research Study Certificate

The written technical/Program Plan approach should detail a summary of the actual training proposed by the Bidder that addresses Section 4 and 5. Please provide a schedule, curriculum guidelines, and sample of handouts.

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 results in rejection in whole or in part of the proposal at the sole discretion of CCA. Note that responses to questions must be specifically answered within the context of the submitted proposal.

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

Contact with CCA, NCTCOG, and/or CCG 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, NCTCOG, and/or CCG. Unauthorized contact of any personnel may be cause for rejection of a proposal response (Section 12).

The submission of proposers/suppliers RFP response should only be submitted to following address: RFPSubmission@childcareassociates.org

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

- **SCREENING CRITERIA:** Complete proposal response (see Section 6). All items requested are included in the response package and submitted as instructed. Incomplete responses will not be considered further.

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

The following criteria will be used in reviewing and comparing the proposals and in determining the HSB. The weigh to be assigned to each criterion appears following each item. Section 4, 5 and 6 of the RFP detail specific request for the related criterion below and will be considered by the evaluation team for assigning scores. Section 2 details specific goals/objections for the services being requested.

- Written Proposal (30%)
- Service Level and Experience (30%)
- The net cost to the Parties (40%)
- HUB Certified (5%) – BONUS {Must provide certification at time of submission of RFP.}

The Vendor providing the best overall value, including both technical/program solutions and cost, to CCA shall be selected.

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

The score per Bidder will be determined by the weights noted above per evaluator; the accumulated majority selected per evaluator will yield the HSB. CCA reserves the right, at its sole discretion, to obtain clarification and negotiate pricing during and/or after the evaluation panel has evaluated the initial proposals. If such clarification and pricing information provides better overall value to CCA and Parties, the information will be presented to the evaluation team at the sole discretion of CCA at which time the evaluators can at their sole discretion alter or rescrore a Bidder’s proposal. Bidders will be contacted directly by a designee of CCA if such additional information or negotiations are warranted; at no such time should a Bidder reach out to provide additional information. If Bidders reach out at anytime during the RFP process Section 12 of this RFP will be considered.

**8. THE AWARD AND EXECUTION OF CONTRACT**

Subject to CCA’s right to reject any or all proposals, HSB will be awarded the contract. Public opening will be August 9, 2017 at 1:00 PM CST 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 Bidders at CCA’s sole option and discretion. CCA may also elect to award multiple Bidders.

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depending on the strategy that is most advantageous to CCA. CCA reserves the right prior to the public opening to review the information submitted and populate any information as seen fit by CCA’s in an aggregate manner in order to better evaluate proposals, without limitation; to cost, cost in the aggregate, rebates, discounts, timelines and key difference.

Notification of Awards:

It is anticipated that selection of the successful Vendor(s) will be made by August 11, 2017, but may be made prior to that date at the sole 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 (1) year beginning approximately August 15, 2017 through September 30, 2018. Contract may be renewed each year for two (2) additional years at the sole discretion of CCA for a total term of three (3) years. Only Vendors that are able to demonstrate quality service in a timely manner will be considered for renewal.

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

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

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

9. TIE PROPOSALS, BEST AND FINAL OFFERS

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

10. ERRORS IN RFP

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

11. ADDENDA

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

12. REJECTION OF PROPOSALS

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

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

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

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

13. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A proposal may be withdrawn at any time prior to the deadline for submitting proposals by notifying CCA in writing of its withdrawal. The notice must be signed by the bidder. The bidder may thereafter submit a new or modified proposal, provided that it is received at CCA 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.

14. GRIEVANCE PROCEDURES

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

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

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

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

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

4. ACTION AND APPEAL

   Level 1
   The grievance shall be discussed with the Chief Financial Officer 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) shall submit a grievance in writing to the Director of Quality Assurance and Operations within seven (7) calendar days. The grievance shall specify:
   a. A description of the action being appealed
   b. A citation of the law or regulation allegedly violated that forms the basis of the appeal.
   c. A thorough explanation of the appeal.
   d. An original signature by the appealing organization’s authorized representative.

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

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

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

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

**Level 3**

If the grievance is not resolved to the individual’s satisfaction at Level 2, then the individual may appeal to the President/CEO in writing within seven (7) calendar workdays. The decision of the President/CEO will be final, not to exceed thirty (30) days.

15. NEWS RELEASES

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

16. DISPOSITION OF MATERIALS

All materials submitted in response to an RFP will become the property of CCA and will be returned only at CCA’s option and at the expense of the proposer. 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 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.

17. CONTRACTING REQUIREMENTS

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

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

1. **TIME OF ESSENCE**

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

Vendor warrants and represents that it possesses such expertise, experience and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry. Vendor will supply 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.

3. EQUIPMENT, TOOLS, SUPPLIES

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

4. INDEMNITY OBLIGATIONS OF VENDOR

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

5. CONFIDENTIALITY AND PUBLICITY

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

6. COMPLIANCE WITH LAWS

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

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

B. Subcontracting. The Vendor may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, with the prior written approval of CCA.

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

8. GENERAL PROVISIONS

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

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

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

18. DELAY OR CANCEL

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

REFERENCES  

BIDDERS SHALL PROVIDE A MINIMUM OF THREE (3) REFERENCES FOR WHOM THEY HAVE PERFORMED SIMILAR WORK DURING THE PAST THREE (3) YEARS.  

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THIS PAGE SHALL BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL.
ATTACHMENTS

Attachment A Intent to Bid
[SEE ATTACHMENT]

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

Attachment C & D Vendor Response
[SEE ATTACHMENT]
Includes: Vendor Profile, Compliance & Legal Insurance, Business Requirements, and RFP Pricing.

END OF RFP INSTRUCTIONS