



REQUEST FOR QUALIFICATIONS

Solicitation No. 2020-15

**Early Education Professional Development
/Training – In person and Virtual**

Deadline for Submittal:

December 23, 2020 at 11:00am a.m.(Central Time)

*Location: ChildCareGroup
1420 West Mockingbird Lane
Suite 300
Dallas, Texas 75247*

Procurement Contact:

**Sean M. Cusick, C.P.M., CPSM
Manager of Procurement & Contract Administration
T: 214-905-2457
scusick@ccgroup.org**

Mail or Deliver Complete Package To:

**ChildCareGroup
Attn: Procurement Department
1420 West Mockingbird Lane
Suite 300
Dallas, Texas 75247**

A Pre-Submission Conference Will Not Be Held

SOLICITATION SUMMARY

1 GENERAL DESCRIPTION

ChildCareGroup is issuing a Request for Quote for Child Care Trainers to provide Professional Development for Administrators and Practitioners for all CCG staff and CCA programs. Child Care Training Vendors are to provide comprehensive professional development training and workshops in virtual and onsite formats to Head Start, Early Head Start, and licensed and registered childcare programs in the counties outlined below. Respondents may be called upon to provide training in any of the counties we serve: Dallas, Collin, Navarro, Hill, Limestone, Freestone, Bosque, McLennan, Falls, Jefferson, Hardin and Orange.

CURRENT CONTRACTED TRAINERS SHOULD NOT SUBMIT A RESPONSE TO THIS SOLICITATION.

2 SCHEDULE OF EVENTS

Please find below a Tentative Schedule of Events for this Solicitation. ChildCareGroup (“CCG”) reserves the right to revise the Tentative Schedule of Events if such revision is deemed to be in the best interest of the CCG.

RFQ Advertise Dates:..... December 9, 2020

RFQ Release Date: December 9, 2020

Deadline for Questions: December 16, 2020

RFQ Due Date and Time: December 23, 2020 (11:00 a.m. central standard time)

Approval Date: TBD

3 CONTRACT TERM

One (1)-year period with options to renew for two (2) additional one (1)-year periods.

4 RECEIPT OF REQUEST FOR SOLICITATION DOCUMENT

If you obtained this RFQ document by notification through a newspaper advertisement or from our website, or you want to modify your contact information, please contact the Procurement Contact person identified on the front cover. Please include your contact information and if you are interested as a prime or subconsultant for this business opportunity.

5 INSURANCE REQUIREMENTS

Before a contract can be executed by CCG, the successful proposer must provide evidence of insurance coverage in accordance with the “Insurance Provisions” section of the Special Provisions contained within this solicitation document. Proposers and their insurance agent, broker or representative must review the insurance provisions to understand its requirements and cost to contract with CCG. An insurance affidavit is included in this solicitation to verify that the proposer and their insurance agent, broker or representative will comply with the insurance provisions if a contract is awarded (**See Item No. 37 of the General Terms and Conditions**).

INSTRUCTIONS AND REQUIREMENTS

A Request for Qualifications ("Solicitation") is requested by ChildCareGroup (herein called "CCG"). CCG will receive responses until the deadline for submittal. This section provides information on how and where to submit a response and other pertinent information regarding this Solicitation. Those who submit responses are required to read and comply with the instructions and requirements provided herein.

1 DEFINITIONS

"Proposer", "Contractor" or "Successful Proposer" may be used throughout this Solicitation – the contract, and other documents related to this solicitation - to mean the Contractor that submits a response and is awarded a contract with CCG as a result of this Solicitation.

2 CONTACT INFORMATION

It is the Contractor's responsibility to obtain clarification of any information contained herein. Contractors must submit all questions or requests for clarification ONLY in writing and ONLY to the Child Care contact person identified on the cover of this Request for Qualifications. The solicitation number must be referenced in all correspondence pertaining to this Solicitation. Contact with CCG personnel other than the designated CCG contact may be cause for rejection.

3 ADDENDA AND CLARIFICATIONS

- 3.1 CCG may, at its sole discretion, elect to issue changes or clarifications to the Solicitation. CCG will issue changes or clarifications in the form of a written addendum. Written addenda shall be the ONLY FORM of amendment to the Solicitation. Other written information or verbal communications shall not constitute a change to the requirements of the Solicitation. Addenda, if issued, will be mailed, faxed, and/or emailed to all known prospective Contractors prior to the date and time of the Deadline for Submittal.
- 3.2 It is the Contractor's responsibility to ensure receipt of any addenda issued. Failure of any Contractor to receive any such addendum or clarification shall not relieve the Contractor from any obligations under its response as submitted. The Contractor must sign all addenda and return them with their response. All addenda shall become part of the contract documents.
- 3.3 Clarification to the solicitation will be issued separately and will not become part of the final contract.

4 RESPONSE PREPARATION

- 4.1 Submittals: Contractor must submit all Response Forms, plus all addenda (if applicable), completed forms, and any requested information and documentation as part of its response.
- 4.2 Endorsing the Response: An authorized officer of the Contractor Firm must sign the response. Execution of the response will signify agreement and compliance with all requirements set forth in this Solicitation except where properly noted in the Response Forms. Contractors that take exception to CCG's General Terms and Conditions, Special Provisions, and/or Specifications shall do so at the risk of rejection.
- 4.3 Acceptance of Specification Requirements: CCG will presume that the product or service offered complies with each requirement of the specifications unless indicated otherwise. If the product or service offered is different than specified, Contractor must note the difference on an attached document that details the exception(s) to specifications. Failure of the Contractor to make the required acknowledgements may cause the response to be considered non-responsive, in the sole determination of CCG. Should any product be delivered or service performed which is not as the Successful Contractor has purported it to be

in its response, said Successful Contractor will be required to correct any deficiencies without additional cost to CCG.

- 4.4 Contractor Requirements: The Contractor must have demonstrated experience in the successful completion of Scope of Work / Specifications of a similar nature and scope. The Successful Contractor must take prime contractor responsibility, including the management and performance of all subcontractors and products (goods) provided.
- 4.5 Contractor Costs: Any costs that may be incurred to prepare responses, attend meetings, attend site inspections, provide requested follow-up information, make formal and informal presentations, and / or contract negotiations, if applicable, shall be the sole responsibility of the Contractor.
- 4.6 Confidential or Proprietary Markings: Any portion of the response that Contractor considers confidential or proprietary information, or to contain trade secrets of Proposing Firm, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide CCG with a means to review the issues thoroughly and, if justified, request an opinion by the Texas Attorney General's office prior to releasing any information requested under the Public Information Act.

5 SUBMITTAL OF RESPONSES

- 5.1 **CCG will accept responses no later than the Deadline for Submittal in hard copy form. CCG will not consider late responses. All responses submitted in response to this Solicitation shall become the property of CCG and will not be returned to the Contractor.**
- 5.1.1 Hard Copy responses must be signed, submitted in an envelope or container, and delivered, via mail or hand delivery, to CCG's Procurement Department Office. Unsigned or late responses will not be considered. **CCG is not responsible for late delivery by your selected delivery method.**

ELECTRONIC RESPONSES: Electronic responses are to be submitted to Sean Cusick, C.P.M., CPMS, Procurement Manager at scusick@ccgroup.org. Responses submitted electronically must be received by the due date and time to be considered. An email confirming receipt of electronic responses will be forwarded.

6 CONTRACT WITH THE CCG

- 6.1 CCG and the Contractor/Contractors agree to perform this Contract in strict accordance with the documents listed below, all of which are made a part of this contract. Subject to the order of precedence set forth below, the documents listed constitute the entire Contract between the parties.
- Addenda, if applicable
 - Solicitation Specifications / Scope of Work
 - Special Provisions
 - General Terms and Conditions
 - Contractor's Submitted Response
- 6.2 Contractor has reviewed all the terms, conditions and contract provisions contained in the Solicitation to ensure it can comply with and concur with all requirements of this Contract.
- 6.3 Contractor is required to review any insurance requirements that may be required in the Special Provisions to ensure it has adequate insurance or it will obtain the required insurance if awarded this Contract. Proof

of insurance, if applicable, must be submitted before a Contract can be executed and insurance coverage must remain in effect during the term of the Contract.

- 6.4 Contractor is required to review the payment terms and is advised that, unless other terms are requested and accepted, payment shall be made in accordance with the Texas Prompt Payment Act, including the provision that payment be made within 30 days after receipt of a valid invoice or receipt of products / services in accordance with the specifications, whichever is later.

END OF INSTRUCTIONS AND REQUIREMENTS

SPECIFICATIONS / SCOPE OF WORK

1 SPECIFICATIONS / SCOPE OF WORK

Comprehensive Professional Development is delivered as a series-based training including supporting curriculum, materials for the classroom and measurable outcomes. You should describe your methodology for measuring outcomes.

Workshop Training is typically from 2 to 4 hours and focuses on a specific topic with a pre and post survey to measure success.

When determining your “all inclusive” price for training, please include the cost of delivering the training which includes the materials and travel cost. ChildCareGroup will reimburse on a cost reimbursement basis, but you need to include material, travel costs, and the cost of “managing” this activity in your price quote.

ChildCareGroup will be responsible for scheduling all dates, times, and locations with each successful respondent upon acceptance of each proposed topic.

We will also provide all publicity for each training or conference session.

Trainers will be responsible for the following for each training session selected:

- Audio/Visual Equipment
- Preparing curricula
- Tracking attendance/Sign-in sheets
- Handout materials
- Conducting instruction
- Pre/post testing, outcome measurement
- Evaluations of training by attendee
- Set up and cleanup of training rooms
- Submission of the training outline, sign in sheets, pre/post survey results (or a summary of additional outcome measurement) and evaluations at the end of the training

1.2 Organizations and individuals who are eligible to present these training sessions must have practical experience in childcare centers, family childcare settings, and/or early care settings. You must also have experience in providing training to adult learners. Trainings/trainers must comply with the following guidelines:

- Appropriate and relevant to the age of the children cared for by a provider; and
- Delivered by a trainer who meets **two** of the following qualifications:
 - Registered with the Texas Early Care and Education Career Development System’s Texas Trainer Registry at <https://tecpds.org/wp/texas-workforce-registry/>;
 - An instructor who teaches early childhood development or another relevant course at a public or private secondary school or at a public or private institution;
 - A state agency employee with relevant expertise (e.g., childcare licensing or state health services);

- A physician, psychologist, licensed professional counselor, social worker, or registered nurse;
- Holds a generally recognized credential or possesses documented knowledge relevant to the training the person will provide (e.g., an individual with a current childcare professional credential, a firefighter who offers training on fire safety, a county health employee who offers training on immunizations);
- A registered child care home provider or director of a licensed child care center or licensed child care home in good standing with DFPS, and who: 1) Operates a Texas Rising Star or nationally accredited program and has demonstrated core knowledge in child development and caregiving; and 2) is only providing training at the home or center in which the provider, director, or primary caregiver and the persons receiving training are employed; or
- Has at least two years of experience working in child development, a child development program, early childhood education, a childhood education program, or a Head Start or Early Head Start program and:
 - has been awarded a Child Development Associate Credential; or
 - holds at least an Associate's degree in Child Development, Early Childhood Education, or a related field.

All Comprehensive and Workshop trainings should fall within the Core Competency Areas in the Trainer Registry.

Practitioner Core Competency Areas:

- Child Growth and Development
- Responsive Interactions and Guidance
- Learning Environment, Planning Framework, Curriculum and Standards
- Supporting Skill Development
- Observation and Assessment
- Diversity and Dual Language Learners
- Family and Community Relationships
- Health, Safety and Nutrition
- Professionalism and Ethics

Administrator Core Competency Areas:

- Establishing and Maintaining an Effective Organization
- Business and Operations Management
- Human Resource Leadership and People Management
- Maintaining a Healthy and Safe Environment
- Implementing a Developmentally Appropriately Curriculum and Environment
- Instituting Family and Community - Centered Programing

CCG will not, at any time, provide any of the above items.

2 REQUIRED SUBMITTAL DOCUMENTATION

The following document **must** be completed and submitted to be considered as a trainer. Failure to submit these documents will deem your submission non-responsive.

- 3.1 Attachment A – Training Proposal Form (please submit a page for each training proposed)
- 3.2 Attachment B – Trainer Certification Form (please submit a page for each proposed trainer)
- 3.3 Copy of all Certifications
- 3.4 W-9 Form
- 3.5 Resume (if multiple trainers are presenting then each resume should be included)
- 3.6 Two (2) Letters of Recommendation
- 3.7 College Transcript and Current Credential (include a copy of your college transcript and a copy of any current credentials if applicant is not listed on the Texas Trainers Registry).

Evaluation Criteria

All services solicited under this RFQ shall be procured under the competitive method and reviewed for compliance with this RFQ to ensure that all required documentation has been submitted. Failure to provide the required documentation may result in the submission being determined “Non-Responsive”.

This is a cost reimbursement contract. No specific obligation of funds is made under this contract. A selection will include one (1) or more vendors to provide these services and will be with responsible bidders whose submissions are determined to be most advantageous to ChildCareGroup, with price and other factors considered. **Submissions must receive a minimum score of 80 to be considered** for award. The responses which have been determined to meet the minimum qualifications for selection, based on score, will be included in a Vendors List. ChildCareGroup will contact the appropriate vendor(s) to arrange the needed services. Additional information may be requested at that time.

Review and evaluation will be based on the following:

Qualifications – 40 points

Proposals will be scored based on the history of the organization or training services and the evidence of qualifications as listed in the proposer's completed Trainer Certification Form, resume, college transcript(s), and current credential(s).

Quality of Services as identified in the RFQ – 40 points

Proposals will be scored based on the content and layout of the proposed service/training as written in the Training Proposal Form (including additional documentation). Proposals must fulfill one of the requested training topics identified in the RFQ.

Demonstrated Effectiveness (Past Performance) – 20 points

Proposals will be scored based on the proposer's letters of recommendation regarding his/her training abilities and the length of time the proposer has delivered services/trainings to adult learners.

Selection Process

The selection process shall be in accordance with federal procurement principles and the TWC Financial Manual for Grants and Contracts, which requires “full and open competition”, fair and equal treatment, and “arms length” relationships with all potential proposers. These principles are addressed in the Board's policies and procedures, which require that: (1) selection of a service provider shall be made on a competitive basis to the extent practicable;

(2) the process be conducted according to strict ethical standards, including a code of conduct for Board members and staff, and a policy to guard against "real or apparent" conflicts of interest; (3) confidentiality and non-disclosure of proposal information are maintained prior to the procurement decision; (4) a policy of openness and access to public records apply after the decision; and (5) fairness and objectivity are maintained in evaluation of proposals, selection, negotiations, and contract management. Positive efforts shall be made to utilize small, minority and female owned or operated organizations in the provision of services. These efforts shall allow those sources maximum feasible opportunity to compete for a contract.

Awards shall be made only to responsible bidders who have demonstrated ability to perform based on delivering comparable or related services, staff and organizational qualifications including a satisfactory record of past performance, the ability to meet the requirements of this RFQ, and any applicable regulations of the Board's funding sources.

Only one original of your proposal is required. All vendors will be notified of the status of their proposal no later than February 22, 2019.

END OF SPECIFICATIONS / SCOPE OF WORK

SPECIAL PROVISIONS

1 CCG'S RIGHT TO INSPECT AND AUDIT

- 1.1 The Contractor (and Contractor's suppliers, vendors, subcontractors, insurance agents and other agents) shall maintain and CCG shall have the right to examine records, documents, books, accounting procedures and practice and any other supporting evidence deemed necessary by CCG to substantiate compliance with the terms of this Contract, including Change Orders. Such right of examinations shall include reasonable access to and cooperation by all Contractor personnel who have worked on or have knowledge related to the performance of this Contract. Proprietary/Trade Secret information pertaining to this Contract may not be withheld from CCG or CCG's authorized representative.
- 1.2 The Contractor's, subcontractors' and related agent and vendor organization's documents, records and other evidence shall be subject to inspection and/or reproduction by CCG, its agents and authorized representatives. The Contractor shall provide CCG with retrievals of computer-based records or transactions that CCG determines to be necessary to conduct the audit. There shall be no charge to CCG for reasonable use of the Contractor's photocopy machine while conducting the audit, nor for any cost of retrieving, downloading to diskette, and/or printing any records or transaction stored in magnetic, optical, microfilm, or other media. The Contractor shall provide all records and retrieval requested, within seven (7) calendar days.
- 1.3 The documents, etc., described above shall be made available at the office of the Contractor at all reasonable times, for inspection, audit, and reproduction, until the expiration of three (3) years from the date of CCG's final acceptance of the Work. Records, which relate to appeals or litigation or settlement or claims arising out of the performance of this Contract, shall be made available for a period of three (3) years from the date of the final disposition of such appeals, litigation, or claims. The Contractor shall provide adequate and appropriate workspace to conduct all inspections, audits, and reviews. CCG shall provide the Contractor with a reasonable advance notice of intended audit, inspections, and reviews.
- 1.4 The Contractor shall insert an item containing the Audit provisions in 1.1 through 1.5 of this section, including this paragraph, in all subcontracts hereunder except as altered as may be necessary for the proper identification of the contracting parties and CCG under this Contract. Failure to insert these Audit provisions in all subcontracts hereunder shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Contract.
- 1.5 If an audit or review in accordance with this Section disclosed overcharges (of any nature), by Contractor, in excess of five percent (5%) of the contract value audited, the cost of CCG's audit shall be paid by the Contractor.

2 CONTRACT TERM

- 2.1 This cost reimbursement Contract, if awarded, shall be for an initial **one-year period** commencing as of the date specified in Contract to be issued by CCG's Procurement Manager, unless renewed under the provisions below.
- 2.2 This Contract, as executed, shall include the **options to renew for two (2)** additional one-year periods, under the same terms and conditions, with said options to be exercised solely at CCG's discretion. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period, all terms and conditions of the Contract shall remain in full force and effect with the only change being in the Contract term.

3 **INVOICING AND PAYMENT**

CCG shall make payment to the Contractor for all products and/or services provided by the Contractor pursuant to this Agreement. The Contractor shall submit a written invoice, in duplicate, for services rendered and CCG shall pay the invoiced fee within thirty (30) days after receipt of the invoice by CCG.

Invoices shall be submitted to: ChildCareGroup
1420 W. Mockingbird Lane, #300
Dallas, Texas 75247

END OF SPECIAL PROVISIONS

GENERAL TERMS AND CONDITIONS

1. **APPLICABILITY:** These standard terms and conditions apply to all goods or services procured by the CCG, unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the contract as well as any subsequent purchase order(s) issued for goods or services and shall be included as part of the specifications issued herewith.
2. **NOTIFICATION:** CCG advertises procurement opportunities through the *Dallas Morning News*. CCG shall not be responsible for information distributed by sources other than those listed.
3. **ADDENDA:** Any revisions to the information contained herein will be issued in the form of addenda. The sole issuing authority shall be vested in the CCG Procurement Purchasing Division. If addenda contain material changes to the specifications or pricing form, the Proposer shall acknowledge receipt of addenda in the designated section on the Proposal Certification Form. It is the responsibility of the Proposer to obtain and acknowledge any and all addenda. Failure to acknowledge receipt of addenda may be cause to deem such submission non-responsive.
4. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
5. **MINOR DEFECT:** CCG reserves the right to waive any minor defect, irregularity, or informality in any proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. CCG also reserves the right to reject any or all proposals with or without cause prior to award.
6. **ELECTRONIC SUBMISSIONS:** Unless otherwise stated, electronic submission are accepted by CCG as valid responses to solicitations issued by CCG. Electronic submissions to CCG shall be electronically signed and dated by a duly designated representative or agent of the company submitting the proposal. Proposer should clearly and concisely provide all requested information as stated in the proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.
7. **PAPER SUBMISSIONS:** Paper submissions shall be submitted on the forms provided by CCG and must be signed and dated by a duly designated representative or agent of the company submitting the proposal. Proposer shall clearly and concisely provide all requested information as stated in the proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.
8. **PRESENTATION OF PROPOSALS:** Paper submissions shall be presented to ChildCareGroup Procurement Department, 1420 W. Mockingbird Lane, Suite 300, Dallas, Texas 75247 by the stated deadline. Paper submissions shall be presented in a sealed envelope with proposer's name and the proposal number clearly identified on the outside of the envelope.
9. **LATE SUBMISSIONS:** The date/time stamp located in the CCG Procurement Department serves as the official time clock. Submissions received in the Procurement Department after the stated deadline shall be refused and returned unopened. CCG is not responsible for issues encountered with methods of delivery.
10. **PRICING:** Prices offered shall be submitted for units of quantity as specified in the proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to proposal opening shall be initialed by the signer of the proposal, guaranteeing authenticity.

FOR BIDS ONLY: Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting minor errors in bid price after bid opening. However, a bidder may be able to withdraw a bid only if it contains a substantial mistake that would, in the sole opinion of CCG, cause a great hardship if enforced against the bidder.

11. **TAXES:** CCG is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. **Tax shall not be included in prices offered.** A Tax Exempt Form will be provided by CCG upon request. A request for a Tax Exempt Form can be submitted in writing to rragas@ccgroup.org or by contacting the Procurement Department at 214-905-2454. In no event is it the CCG's responsibility to provide a tax exempt form without a request for the same.
12. **WITHDRAWAL OF PROPOSAL:** Proposer agrees that its proposal may not be withdrawn or cancelled for a period of one hundred twenty (120) days following the date and time designated for the receipt of proposal without written approval of the Procurement Manager.
13. **F.O.B./DAMAGE:** Prices offered shall be F.O.B. Final Destination, ChildCareGroup and shall be all inclusive of shipping, handling and packaging costs. CCG accepts and assumes no liability for goods delivered in damaged or unacceptable condition. The successful proposer shall be responsible for handling all claims with carriers, and in case of damaged or unacceptable goods, shall ship replacement goods immediately upon notification by CCG.
14. **PREPARATION COST:** All costs associated with the preparation of an offer shall be borne by the proposer. CCG will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the same.
15. **TESTING:** At CCG's discretion, testing may be required prior to award of proposal or prior to delivery of goods or services. Testing shall be performed without expense to CCG.
16. **SAMPLES:** At CCG's discretion, samples may be required prior to award of proposal, or prior to delivery of goods or services. Samples shall be provided at no cost to CCG. Samples should not be enclosed with submission unless specifically requested.
17. **QUALITY:** Any catalog, brand names, or manufacturer's reference in this proposal packet is descriptive and **not** restrictive, and is intended to indicate type and minimum quality level desired for comparison purposes, unless otherwise stated herein. All products and/or optional equipment offered shall be new and of current manufacture. No items of a demonstrator, leased, reconditioned, rebuilt, refurbished, repossessed or used nature shall be considered, unless otherwise specifically stated herein.
18. **PROPOSAL OPENINGS:** The names of all proposers will be read aloud at CCG's scheduled opening for the designated proposal. However, the naming or reading of a proposal shall not be construed as a comment on the responsiveness of such proposal, or as any indication that CCG accepts such proposal as responsive. Pricing information will not be released until after a proposer is selected and the contract is awarded.

CCG will make a determination regarding the responsiveness of proposals submitted based upon compliance with all applicable laws and CCG's procurement guidelines and project documents including, but not necessarily limited to, the proposal specifications and contract documents. CCG will notify the successful proposer upon award of the contract; and, if required by State law, all proposals received will be available for inspection after award.
19. **SUMMARY SHEET:** Proposal summary results are typically published within one (1) business day after the scheduled opening. Interested parties desiring a copy of a proposal summary sheet may request the same by submitting a written request to rragas@ccgroup.org. **RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.**
20. **ANTI-COLLUSION:** In submitting a proposal, Proposer certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
21. **NO PROHIBITED INTEREST:** Proposer acknowledges awareness of the state laws, CCG bylaws and

procurement guidelines and regarding conflicts of interest and agrees to comply with each. No officer, employee or agent of CCG shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by state/federal laws governing CCG., that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined herein.

22. **DELINQUENT TAXES:** Any person, firm, or corporation that is in arrears to a federal/state entity for delinquent taxes or otherwise, will not be recommended for award of any proposal until the arrearage has been cleared in writing and documentation forwarded to CCG. If a proposer becomes delinquent while a contract is in force, payment for goods or services provided to CCG under said contract or purchase order may be withheld until the arrearage has been cleared and written documentation forwarded to CCG.
23. **MINIMUM STANDARDS FOR RESPONSIBILITY:** A proposer must affirmatively demonstrate responsibility. CCG may request representation and other information sufficient to determine proposer's ability to meet the minimum standards including but not limited to, the following:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Ability to comply with the required or proposed delivery schedule;
- C. Have satisfactory record of performance;
- D. Have a satisfactory record of integrity and ethics;
- E. Be otherwise qualified and eligible to receive an award.

24. **AWARD OF CONTRACT:** CCG reserves the right to award single or multiple contracts for the goods or services as stated herein. Furthermore, CCG reserves the right to take administration costs into consideration when awarding multiple contracts.

When applicable, CCG may award proposals to the lowest responsive responsible proposer(s), or to the proposer(s) who provides goods or services at the best value to CCG. If using these methods, the selection criteria will be clearly identified in the proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

- A. The purchase price;
- B. The reputation of the proposer and of the proposer's goods or services;
- C. The quality of the proposer's goods or services;
- D. The extent to which the goods or services meet CCG's needs;
- E. The proposer's past relationship with CCG;
- F. The impact on the ability of CCG to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- G. The total long-term cost to CCG to acquire the proposer's goods or services;
- H. Any relevant criteria specifically listed herein or in the contract documents.

25. **ACCEPTANCE:** Proposer agrees that acceptance of any or all items by CCG shall be binding upon proposer. Proposer shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by CCG to provide such goods and services.
26. **CONTRACT PERIOD:** Unless otherwise stated in the specifications contained herein, the contract period for the proposal will be for one (1) year upon CCG approval, with four (4) optional one (1) year renewal periods if agreeable to both parties.
27. **NONDISCRIMINATION:** During the term of any contract resulting from this RFP, the Vendor agrees, assures and certifies that, except as permitted by law, the Vendor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition include the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, the selection or retention of employees and subcontractors and the procurement of materials and equipment.

28. **ASSIGNMENT**: The successful proposer shall not sell, assign, transfer or convey any contract, in whole or in part, without the prior written consent of CCG obtained through CCG's Procurement Department.
29. **AFFIRMATIVE ACTION REQUIREMENT**: CCG does not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, handicap, sexual orientation or political affiliation. Vendor is encouraged to follow such practices. Minority/disadvantaged and women's business enterprises are encouraged to submit proposals.
30. **CONFLICT OF INTEREST**: Vendors shall not, under penalty of law, offer or provide any gratuities, favors or anything of monetary value to any officer, member employee or agent of CCG for the purpose of or having the effect of influencing favorable disposition toward their own proposal or any other proposal submitted hereunder. No employee, officer, agent of CCG shall participate in the selection, award, or administration of a contract supported by these funds if a conflict of interest, real or apparent, would be involved.
31. **CHANGE ORDER**: CCG reserves the right to modify or change plans and specifications as deemed necessary after the performance of the contract has commenced, to decrease or increase the quantity of work to be performed, materials, equipment or supplies to be furnished, or address other provisions of the contract as approved by the CEO and/or CFO/COO, the CCG Board of Directors, and as appropriate under state law. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders or modifications to the contract will be documented in written form by CCG and acknowledged by the contracted proposer. **All change orders and modifications to the contract shall be processed through the Procurement Department only.**
32. **DELIVERY PROMISE – PENALTIES**: Where indicated, proposers must provide number of calendar days required to deliver goods or services to CCG after receipt of order (ARO). **Do not quote shipping dates.** When delivery delay can be foreseen, the proposer shall provide advance notice to the Procurement Manager, who shall have the right to extend the delivery date if reasons for delay are acceptable. Default in promised delivery, without acceptable reason(s), or failure to meet specifications as contained herein or in the contract documents, authorizes the Procurement Department to purchase goods or services from an alternate source. The defaulting proposer may be subject to re-procurement costs.
33. **DELIVERY TIMES**: Unless otherwise specified herein, deliveries will only be accepted during normal working hours at location(s) designated by CCG.
34. **INSPECTION**: Upon receipt of goods or services, the same will be inspected for compliance with the specifications and contract documents. If the goods or services do not pass inspection, the proposer will be required to remedy the situation at the proposer's sole expense. The proposer will be required to retrieve the rejected goods at the delivery point and provide the necessary repairs of or replacement and return of the goods in new condition to the original point of delivery; or re-perform services in accordance with the plans and specifications and terms and conditions of the contract and to CCG's satisfaction.
35. **INVOICES**: Invoices shall be submitted to the attention of Accounts Payable Department, 1420 W. Mockingbird Lane, Dallas, Texas 75247.
36. **PAYMENT TERMS**: Payment terms are net 30 days, unless otherwise specified by CCG in the proposal document.
37. **INSURANCE**: CCG requires proposer(s) to carry the minimum insurance of \$1,000,000 as required by the greater of the requirements contained in state laws or the insurance requirements contained in the Special Provisions herein.
38. **PRICE ESCALATION**: Unless otherwise stated in the Special Provisions or specifications herein, prices must remain firm for the initial term of the contract. The contracted proposer may request an adjustment at the time of contract renewal by submitting a request in written form to the Procurement Manager. The

basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted proposer shall provide CCG with copies of the appropriate indices for verification purposes. CCG reserves the right to approve or reject any and all requests for price escalations.

39. **PRICE REDUCTION**: If during the life of the contract, the contracted proposer's net prices to other customers for the same goods or services are lower than CCG's contracted prices, an equitable adjustment shall be made in the contract price in favor of CCG.
40. **INDEMNITY**: The proposer agrees to release, defend, indemnify and hold harmless CCG, its officers, agents and employees from and against any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct whether intentional or unintentional or any negligent act, omission, or fault of the successful proposer, or of any agent, employee, authorized representative, subcontractor, or supplier in the execution of, or performance under this contract or any contract which may result from the proposal and the proposer so agrees upon the submission of the proposal. The proposer must deliver, if so requested by CCG, a written release of all liens or other proper evidence of same, to the satisfaction of CCG prior to the issuance of final payment by CCG.
41. **PATENT RIGHTS**: Proposer agrees to release, defend, indemnify, and hold harmless ChildCareGroup from and against any claim involving patent right infringement or copyright infringement on goods or services supplied to CCG.
42. **PROTESTS**: All protests regarding the solicitation process must be submitted in written form to the Procurement Manager within five (5) working days following the opening of proposals. This includes all protests relating to legal advertisements, deadlines, proposal openings, and all other related procedures under State law, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained in the solicitation or contract documents.
- Post-award protests must be submitted in written form to the Procurement Manager within five (5) working days after award. The protest must include, at a minimum, the name of protester, proposal number or description of goods or services, and a statement of the grounds for protest. The Purchasing Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if credible data becomes available that was not previously known, or if there has been an error of law or regulation.
43. **TERMINATION FOR DEFAULT**: ChildCareGroup reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of CCG in the event of breach or default of this contract. CCG reserves the right to terminate the contract immediately in the event the contracted proposer fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes CCG to award the contract to another proposer, or purchase from an alternate source, and charge the full increase in cost to the defaulting contracted proposer.
44. **TERMINATION FOR CCG CONVENIENCE**: Whenever CCG, in its discretion, deems it to be in CCG's best interests, it may terminate this contract for CCG's convenience. Such termination shall be effective thirty (30) days after CCG delivers written notice of such termination for convenience to the contracted proposer. Upon receipt of such notice from CCG, proposer shall not thereafter incur, and CCG shall have no liability for, any costs under this contract that are not necessary for actual performance of the contract between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, CCG shall have no liability to proposer for lost or anticipated profit resulting therefrom.
45. **VENUE**: The validity of the contract and of any of its terms or provisions, as well as the rights and duties

hereunder or the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Dallas County, Texas.

46. **DETERMINATION OF NON-RESPONSIBLE PROPOSER:** CCG may disqualify a proposer as non-responsible and its proposal shall not be considered for reasons including, but not limited to, the following:
- A. Reason for believing collusion exists among proposers.
 - B. Where the proposer, any subcontractor, supplier, or the Surety on any bond given, or to be given, is in litigation with CCG, or where such litigation is contemplated or imminent, in the sole opinion of CCG.
 - C. The proposer being in arrears on any existing contract or having defaulted on a previous contract.
 - D. Lack of competency, in the judgment of CCG, as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, information provided on proposer's financial statement and questionnaires.
 - E. Uncompleted work or other projects that, in the judgment of CCG, will prevent or hinder the prompt completion of the work if awarded.
 - F. Where the proposer, or subcontractor thereof, in the judgment of CCG, has failed to perform in a satisfactory manner on a previous contract.
 - G. Where a proposer or subcontractor thereof has failed to disclose a potential conflict of interest or is discovered to have a conflict of interest under federal law, state law, or CCG's bylaws.
 - H. Where a proposer, its subcontractor, or individual officer/principal of the proposer or subcontractor is under criminal indictment or been convicted of a criminal offense.
47. **DETERMINATION OF NON-RESPONSIVE PROPOSAL:** CCG may disqualify a proposal as non-responsive and it shall not be considered for reasons including, but not limited to, the following:
- A. The proposal shows any omissions, alterations of form, additions, or conditions not called for, or irregularities of any kind, in the sole determination of CCG.
 - B. Proposal received after the time limit for receiving proposals.
 - C. Proposal was not signed.
 - D. Unbalanced value of any items.
 - E. Improper or insufficient proposal guaranty, if required.
 - F. Proposal did not meet specifications.
 - G. Proposal did not contain all requested/required documents, submittals and/or samples.

END OF GENERAL TERMS AND CONDITIONS



Attachment A

TRAINING PROPOSAL FORM CHILD CARE TRAINING

This Proposal Form must be completed for each training submitted; limited to 4.

Legal Name of Proposing Entity: _____

Owner Name and Title: _____

Mailing Address: _____

Physical Address (if different): _____

Daytime Phone Number: _____

Evening Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Tax/Legal Status:

<input type="checkbox"/> Unit of Government	<input type="checkbox"/> State	<input type="checkbox"/> County	<input type="checkbox"/> City
<input type="checkbox"/> Public, Non-Profit	<input type="checkbox"/> Private, Non-Profit	<input type="checkbox"/> Private, For-Profit	
<input type="checkbox"/> Other _____			

Is your organization a Certified Historically Underutilized Business?

☐ Yes ☐ No

If yes, attach certificate to this page.

If non-profit, is the organization chartered for specific services?

☐ Yes ☐ No If yes, please specify: _____

Please attach a copy of IRS Form 990.

State of Incorporation: _____

Date Established: _____

Federal Tax ID Number: _____

State Comptroller ID Number: _____

Is the organization a Small Business (employing less than 500)? ☐ Yes ☐ No

1. Title of Training: _____

2. Training Event Description: _____

3. Training Event Objectives: _____

Duration of Training:

_____ hours (minimum of at least 2 hours)

Fee for Virtual or Onsite Professional Training Services will be (All-Inclusive):

\$ _____

Age Level Focus:

☐ Infants Administration ☐ Toddlers ☐ Preschool ☐ School Age ☐

Topic Area: *(Select one Texas Core Competency that best fits the content of this proposal)*

Texas Core Competencies for Administrators

- ☐ Establishing and Maintaining an Effective Organization
- ☐ Business and Operations Management
- ☐ Human Resource Leadership and Development
- ☐ Maintaining a Healthy and Safe Environment
- ☐ Implementing a Developmentally Appropriate Curriculum and Environment
- ☐ Instituting Family and Community-Centered Programming

Texas Core Competencies for Practitioners

- ☐ Child Growth and Development
- ☐ Responsive Interactions and Guidance
- ☐ Learning Environments, Planning Framework, Curriculum, and Standards
- ☐ Supporting Skill Development
- ☐ Observation and Assessment
- ☐ Diversity and Dual Language Learners
- ☐ Family and Community Relationships
- ☐ Health, Safety, and Nutrition
- ☐ Professionalism and Ethics

Targeted Audience:

Child Care Center Staff: ☐ Teachers ☐ Administrators ☐ Support Staff
☐ Registered/Licensed Family Home

Level: *(Must check only one)*

☐ Basic ☐ Intermediate ☐ Advanced

Training Content: Attach a detailed description of your training. You must include methodology,

agenda, in-depth outline, pre and post tests and handout samples.

It is certified that the person whose signature appears below is legally empowered to bind the corporation, partnership or individual in whose name the Proposal is submitted.



ATTACHMENT B

TRAINER CERTIFICATION FORM

The information provided on this form shall remain confidential.

If multiple trainers will present, please complete and submit Attachment B for each proposed trainer.

Name: _____

Address: _____
(Street) (City/State) (Zip
Code)

Phone: _____
(Business) (Home) (Fax)

Position: _____

I. Educational Achievement (Check if Applicable)

- ☐ Child Development Associates Credential (year conferred: _____)
- ☐ Child Care Professional Credential (year conferred: _____)
- ☐ 1-Year Child Development Certificate
- ☐ Associates (2 year) Degree (list major/minor)
- ☐ Bachelors' Degree (list major/minor)
- ☐ Masters' Degree (list major)
- ☐ Doctorate Degree (list major)
- ☐ Other Professional Credential(s) (Please be specific and spell out abbreviations) _____
- ☐ Other related education (please specify) _____

If your degree is not in early childhood education/child development, list number of Child Development credit hours completed: _____

II. Trainer Qualifications (Please specify from the list on page 2)

III. Please provide a brief history of your Organization or training services.

IV. Work Experience (paid or volunteer) as an adult educator (trainer) in the last 5 years

Estimate total number of training hours presented in the last 5 years:

- | | | | |
|-------------------------------------|--------------------------------------|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> 1-10 hrs. | <input type="checkbox"/> 11-20 hrs. | <input type="checkbox"/> 21-30 hrs. | <input type="checkbox"/> 31-60 hrs. |
| <input type="checkbox"/> 61-90 hrs. | <input type="checkbox"/> 91-120 hrs. | <input type="checkbox"/> 121-150 hrs. | <input type="checkbox"/> 151-180 hrs. |
| <input type="checkbox"/> 181+ hrs. | | | |

I, _____ affirm that the information on this application and on my resume is to the best of my knowledge true and correct.

_____	_____	_____
Print Name	Signature	Date

ENDORSEMENT FORM

The undersigned, in submitting this response and endorsement of same, represents that he/she is authorized to obligate his/her firm, and that he/she has read this entire Solicitation package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

THE PROPOSER AGREES THAT THIS RESPONSE, WHEN ACCEPTED BY CCG, SHALL CONSTITUTE A CONTRACT EQUALLY BINDING BETWEEN THE PROPOSER AND CCG. Acceptance may be acknowledged in writing by an Acceptance Letter or Purchase Order issued by CCG, or a Contract document issued by CCG and executed by both parties. Each of these forms constitutes a legal contract equally binding between the Successful Proposer and CCG. After response acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.

SOLICITATION NO. 2020-15

SUBMITTED BY:

(OFFICIAL NAME OF PROPOSING FIRM)

By: _____
(Original Signature of Proposing Firm's Authorized Agent)

***Must be signed for proposal
to be considered responsive***

(Typed or Printed Name)

(Title)

(Mailing Address)

(City, State, Zip Code)

(Email)

(Telephone Number)

(Date Signed)

PROPOSAL CERTIFICATION A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 20CFR 98. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

The prospective recipients of Federal assistance funds certifies, by submission of this 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.

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

Authorized Representative

Company Name

Signature of Authorized Representative

Date

PROPOSAL CERTIFICATION B

STATEMENT REGARDING DRUG-FREE WORKPLACE

In compliance with the requirements of the Drug-Free Workplace Act of 1988 ("D-FWA"), 41 U.S. § 701 through 707 and the provisions of the Texas Workers' Compensation Act for elimination of drugs in the workplace, Texas Labor Code Ann. § 411.091, ChildCareGroup has established a Drug Free working environment. ChildCareGroup strives to work with companies who likewise comply with similar federal and state requirements.

I certify our company has established a drug-free workplace and complies with the requirements of the laws listed above.

Authorized Representative

Company Name

Signature of Authorized Representative

Date

PROPOSAL CERTIFICATION C

SUBMISSION CERTIFICATION

On behalf of the Offeror:

- A. The individual signing certifies that he/she is authorized to contract on behalf of The Offeror.
- B. The individual signing certifies that the Offeror is not involved in any agreement To pay money or other consideration for the execution of this agreement, other than to an employee of the Offeror.
- C. The individual signing certifies that no known conflict of interest currently exists between the Offeror and any ChildCareGroup employee that would influence the selection of Offeror over other competitors.
- D. The individual signing certifies that the prices in this proposal have been arrived At independently, without consultation, communication, or agreement, for the Purpose of restricting competition.
- E. The individual signing certifies that the prices quoted in this proposal have not been knowingly disclosed by the Offeror prior to an award to any other Offeror or potential Offeror.
- F. The individual signing certifies that he/she has read and understands all of the information in this Request for Proposal, including the information on the locations to be serviced.
- G. The individual signing certifies that the Offeror, and any individuals to be assigned to the contract, does not have a record of substandard work and has not been suspended from doing work with any federal, state or local government or agency. (If the Offeror or any individual to be assigned to the contract has been found in violation of any standards, this information must be disclosed).

Authorized Representative

Company Name

Signature of Authorized Representative

Date

PROPOSAL CERTIFICATION D

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

If any of the following have a financial or other substantive interest** with ChildCareGroup an attached detailed explanation of the relationship or benefit must be submitted with your Proposal:

- yourself
- immediate family *
- your partner
- any organization in which any of the aforementioned have a material financial or other substantive interest**

I certify that I have provided full disclosure of all relationships that may create a conflict of interest with ChildCareGroup.

Authorized Representative

Company Name

Signature of Authorized Representative

Date

- * Immediate Family is defined as any person related within the second degree of affinity (marriage) or within third degree of consanguinity (blood) to the party involved. The prohibited relationships are summarized below:

- First degree of affinity = husband, wife, spouse's father or mother, son's wife, daughter's husband
- Second degree of affinity = spouse's grandfather or grandmother, spouse's brother or sister
- First degree of consanguinity = father, mother, son, daughter
- Second degree of consanguinity = grandfather, grandmother, brother, sister, grandson, granddaughter
- Third degree of consanguinity = great grandfather, great grandmother, uncle, aunt, brother or sister's son or daughter, great grandson, great granddaughter

**Substantive Interest is defined as any interest of a substantial nature, whether or not financial in nature, including membership on an organization's governing ChildCareGroup, acting as the agent for an organization, or employed as an officer of an organization

PROPOSAL CERTIFICATION E

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

(A) By submission of this bid, the bidder certifies, and with a joint bid, each party thereto certifies as to its own organizations, that concerning this procurement:

(a)(1) The prices in this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(a)(2) Unless otherwise required by law, the prices that are quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or competitor;

(a)(3) No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit a bid for the purpose of restricting competition.

(b) Each person signing this bid certifies that:

(b)(1) He or she is the person in the bidder's organization responsible within that organization for the decision as to the prices offered herein and that he or she has not participated and will not participate in any action contrary to (a)(1) through (a)(3) above; or

(b)(2) He or she is not the person in the bidder's organization responsible within that organization for the decision as to the prices offered herein but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above,

(b)(2)(1) And as their agent does hereby so certify; and he or she has not participated, and will not participated, in any action contrary to (a)(1) through (a)(3) above.

(Accepting a bid does not constitute acceptance of the contract)

Authorized Representative Signature	Title	Date
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In accepting this bid, ChildCareGroup certifies that the institution's officers, employees or agents have not taken any action, which may have jeopardized the independence of the bid referred to above.

ChildCareGroup Representative Signature	Title	Date
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Note: ChildCareGroup and Offeror will execute this Certification of Independent Price Determination.