



# REQUEST FOR BID

**Solicitation No. 2019-3**

## **Purchase and Installation of Playground Equipment and Play Surface**

**Deadline for Bid Submittal:**

**March 14, 2019 at 11:00am a.m.(Central Time)**

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

**Questions Directed To:**

**Rochelle M. Ragas**  
[rragas@ccgroup.org](mailto:rragas@ccgroup.org)

**Email Complete Bid Response To:**

**Rochelle M. Ragas, CPPB**  
**Procurement Manager**  
[rragas@ggroup.org](mailto:rragas@ggroup.org)

**A Pre-Bid Conference Will Not Be Held**

# SOLICITATION SUMMARY

## 1 GENERAL DESCRIPTION

ChildCareGroup (CCG) is seeking to procure the services of a company experienced in the removal and installation of playground equipment and playing surface.

The successful vendor(s) for this RFB will provide services for the Agency's Martin Luther King, Jr. (MLK) child care center location.

## 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.

RFB Advertise Dates:.....February 26, 2019

RFB Release Date: .....February 26, 2019

Deadline for Questions:.....March 7, 2019 at 12:00pm (Central Time)

Bid Due Date and Time:.....March 14, 2019 at 11:00am (Central Time)

Approval Date: .....TBD

## 3 CONTRACT TERM

One (1)-year period with options to renew for three (3) additional one (1)-year periods.

## 4 RECEIPT OF REQUEST FOR BID DOCUMENT

If you obtained this RFB 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**).

# NO BID/PROPOSAL INFORMATION FORM

SOLICITATION NO. 2019-3

SOLICITATION TITLE: Purchase and Installation of Playground Equipment and Play Surface

*If your firm elects not to submit a bid, please complete and fax or email this form to:*

**Rochelle M. Ragas, CPPB**  
**ChildCareGroup**  
**Fax: 214-631-1943 / Email: rragas@ccgroup.org**

***Please check all that apply:***

- Do not sell the item(s) or services required
- Cannot be competitive
- Cannot meet the specifications or qualifications described in the attached solicitation
- Cannot provide insurance required
- Cannot provide bonding required
- Cannot comply with indemnification requirements
- Job too large
- Job too small
- Do not wish to do business with the CCG
- Company's current workload does not allow for additional work
- Other reason: \_\_\_\_\_

\_\_\_\_\_  
Company Name:

\_\_\_\_\_  
Authorized Officer or Agent:

Telephone: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

or

Email: \_\_\_\_\_

## **BID INSTRUCTIONS AND REQUIREMENTS**

A Request for Bid (“Solicitation”) is requested by ChildCareGroup (herein called “CCG”). CCG will receive separate sealed bids until the deadline for bid submittal. This section provides information on how and where to submit a bid and other pertinent information regarding this Solicitation. Those who submit bids 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 bid 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 contact person identified on the cover of this Request for Bid. The solicitation number must be referenced in all correspondence pertaining to this Solicitation. Bid contact with CCG personnel other than the designated CCG contact may be cause for bid 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, including but not limited to discussion in a Pre-Bid conference, 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 Bid 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 bid as submitted. The Contractor must sign all addenda and return them with their bid. 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 BID PREPARATION**

- 4.1 Submittals: Contractor must submit all Bid Response Forms, plus all addenda, completed forms, and any requested information and documentation as part of its bid. Contractor’s failure to include all submittals may be cause to consider a bid non-responsive.
- 4.2 Endorsing the Bid: An authorized officer of the Contractor Firm must sign the bid. Execution of the bid will signify agreement and compliance with all requirements set forth in this Solicitation except where properly noted in the Bid 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 bid 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 Bid 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 Bid, 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 Solicitations Including Requirements for Goods
- 4.6 Alternate Bids: No Alternate Bids will be considered. Only, one bid per Contractor.
- 4.7 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.
- 4.8 Confidential or Proprietary Markings: Any portion of the Bid 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 BIDS

- 5.1 **CCG will accept Bids no later than the Deadline for Bid Submittal in electronic form ONLY. Electronic proposals are to be submitted to the attention of Rochelle Ragas, Procurement Manager, at [rragas@ccgroup.org](mailto:rragas@ccgroup.org). Proposals submitted electronically must be received by the due date and time to be responsive. An email confirming receipt of electronic proposals received will be forwarded. CCG will not consider late bids. All bids submitted in response to this Solicitation shall become the property of CCG and will not be returned to the Contractor.**

## 6 BID RECEIPT / EVALUATION OF BIDS

- 6.1 CCG will open all bids properly received in a public meeting and read the bids aloud at the CCG main office located at 1420 W. Mockingbird Lane, Suite 300, Dallas, Texas 75247. Requests for special accommodations or interpretive services must be made 48 hours prior to meeting by calling 214-905-2454.
- 6.2 The reading aloud of the bids shall not be construed as a comment on the responsiveness of such offer, or as any indication that CCG accepts such offer as responsive.
- 6.3 Bids submitted shall be final and are not negotiable; therefore, Bidder must provide their best and final pricing in their bid response.
- 6.4 CCG reserves the right to require additional information from any or all Bidders and to conduct necessary investigations to determine (a) if the product and/or service offered meets CCG's requirements, (b) the quality and reliability of the Bidder's performance, and/or (c) to determine the

accuracy of the bid information. As part of said investigations, CCG may interview and/or visit companies or public entities listed as references.

- 6.5 CCG reserves the right to select any/all options that is/are determined to be in its best interests and at the sole discretion of CCG.
- 6.6 Except in the case(s) of one or more "tie bids", terms of payment, as offered by the Bidder, will not be considered by the CCG for determining the most responsive bid. Bidders stated terms of payment, however, may be used as a guide in determining the method and timeliness of payment to the Bidder by the CCG, following successful delivery and/or completion of services, as specified herein.
- 6.7 In the event of a tie bid, where bid price, responsiveness, responsibility and all other factors are equal, as solely determined by CCG, the tie bidders will be notified and invited to attend a meeting where the tie will be broken by drawing lots.

## **7 BID AWARD**

Bids shall remain valid during the evaluation period including award of contract. If a Contract is awarded as a result of this Solicitation, it will be made by CCG to the lowest responsive and responsible Bidder(s) meeting the requirements of the CCG, and is estimated to be made within one hundred twenty (120) days after the opening of the bid however; it can run longer than that period. CCG reserves the right to award to one bidder or award to multiple bidders if deemed in its best interest to do so. CCG reserves the right to award by unit item(s), sections or categories of items or as a whole when applicable.

## **8 CONTRACT WITH THE CCG**

- 8.1 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, in the order of precedence listed. 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 Bid
- 8.2 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.
- 8.3 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 must be submitted before a Contract can be executed and insurance coverage must remain in effect during the term of the Contract.
- 8.4 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.

## **9 REJECTION OF BIDS**

- 9.1 CCG will automatically reject any bid that is submitted after the deadline for bid submittal, and return it unopened.
- 9.2 Until a Contract is executed, CCG reserves the right to reject any or all Bids, to waive technicalities, to re-advertise, to decline to proceed or to otherwise proceed with procurement of goods and services herein defined by other method(s) allowed by law and in the best interests of CCG.

## **10 WITHDRAWING BIDS**

- 10.1 Contractor, by submitting a bid, warrants and guarantees that the bid has been carefully reviewed and checked and that it is in all things true, accurate and free of mistakes. However, Contractors have a common law right to withdraw a bid due to material mistake in the bid.
- 10.2 Contractor must submit a request to withdraw a bid in writing to the Procurement Manager. The written request to withdraw a bid must state the reason for withdrawal and, if the request is made after deadline for bid submittal, the details of the material mistake must be included in the request. A bid for which withdrawal is properly requested prior to deadline for submittal will be returned to the Contractor unopened.
- 10.3 If the Contractor elects to withdraw its bid and withdrawal is accepted by the Procurement Manager or the Procurement Manager's designee, then the bid will become null and void. The bid will not be eligible to be reinstated.

## **END OF BID INSTRUCTIONS AND REQUIREMENTS**

## **SPECIFICATIONS / SCOPE OF WORK**

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### **1 GENERAL OVERVIEW**

ChildCareGroup (“CCG”) is soliciting bids for ChildCareGroup (CCG) is seeking to procure the services of a company experienced in the removal and installation of playground equipment and playing surface.

The successful vendor(s) for this RFB will provide services for CCG’s Martin Luther King Jr. child care center. Services will include the removal of existing play structures, mulch, and plastic timber and installing new playground structure along with a rubber play surface and shade cover. Contractor will be responsible for securing all items requested to complete this project.

It is strongly suggested that interested vendors visit the center location prior to submitting their bid response. All prices submitted by the respondent are final and cannot be altered or negotiated.

### **2 Specifications/Scope of Work**

- 2.1 Remove existing wooden play structure including removal of existing mulch and plastic timbers (approximately 75 cubic yards).
- 2.2 Installing new playground structure that is appropriate for children between the ages of 2-5 years old. Structure must be able to accommodate a 30 child capacity.
- 2.3 Installation of a poured rubber play surface (approximately 2,000 square feet)
- 2.4 Install a shade cover over the entire new play area.
- 2.5 Provide all labor and materials required to remove existing playground equipment, install new playground equipment, play surface, and shade.

### **3 LOCATION OF SERVICES**

Services shall be provided at the following locations:

MLK Child Care Center  
2922 MLK Blvd, Building D  
Dallas, TX 75215

### **4 SUBMITTALS**

In order for your bid to be considered responsive, the following information should be submitted with your bid.

- 4.1 Bid Pricing Worksheet
- 4.2 Vendor Information Worksheets to include number of years in business
- 4.3 Work History and References
- 4.4 Current Certificate of Insurance
- 4.5 Bid endorsement Form
- 4.6 Certification Forms (A-E)

**END OF SPECIFICATIONS / SCOPE OF WORK**



## **SPECIAL PROVISIONS**

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### **1 CONTRACT TERM**

- 1.1 This fixed price Contract, if awarded, shall be for a maximum of 60 days from the date of contract execution.

### **2 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 the CCG.

Invoices shall be submitted to: ChildCareGroup  
Attn.: Jaime Garner  
1420 W. Mockingbird Lane, Suite 300  
Dallas, Texas 75247  
Or  
[jgarner@ccgroup.org](mailto:jgarner@ccgroup.org)

**END OF SPECIAL PROVISIONS**

## **GENERAL TERMS AND CONDITIONS**

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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*, if applicable. 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 three (3) 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, Suite, 500, Dallas, Texas 75247, unless otherwise stated.

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 Chief Financial Officer/Chief Operating Officer (CFO/COO) 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 CFO/COO, 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. Proposal received after the time limit for receiving proposals.
  - B. Proposal was not signed.
  - C. Proposal did not meet specifications.
  - D. Proposal did not contain all requested/required documents, submittals and/or samples.

**END OF GENERAL TERMS AND CONDITIONS**

## BID RESPONSE FORMS

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TO: Procurement Manager  
ChildCareGroup  
1420 W. Mockingbird Lane, Suite 300  
Dallas, Texas 75247

FROM: \_\_\_\_\_  
PROPOSER

### 1 BID PRICING:

The undersigned, as an independent contractor, hereby offers to provide ChildCareGroup (CCG), at the terms and conditions contained in this Solicitation No. 2018-10 and this Bid, the following goods and/or services at the prices hereby bid:

- 1.1 **Prices stated include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, and related costs. No other charges shall be allowed. All prices and fees are stated in U.S. dollars.**
- 1.2 CCG is exempt from sales, use and federal excise taxes on these products and/or services. Exemption certificates shall be furnished upon request.
- 1.3 Prices stated shall be firm for the initial term of this Agreement. Discount percentages shall remain fixed for the term of this Agreement, including any term renewals.

### 2 PRICING/FEES

Purchase and Installation of Playground Equipment and Play Surface

Item Description	Qty.	Price
Removal of Existing Playground Equipment, mulch and plastic timbers	75 cubic yards	
Installation of New Playground Equipment		
Installation of rubber play surface	2,000 sf	
Installation of shade cover over entire play area		



**BID ENDORSEMENT FORM**

The undersigned, in submitting this Bid 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 BID, WHEN ACCEPTED BY CCG, SHALL CONSTITUTE A CONTRACT EQUALLY BINDING BETWEEN THE PROPOSER AND CCG.** Acceptance may be acknowledged in writing by an Award 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 Bid acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.

BID FOR SOLICITATION NO. 2019-3

SUBMITTED BY:

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**(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)

\_\_\_\_\_  
(CCG, 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.

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Authorized Representative

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Company Name

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Signature of Authorized Representative

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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)

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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.

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