



# **REQUEST FOR PROPOSAL**

**Solicitation No. 2018-6**

**Milk and Egg Delivery Services**

**Deadline for Proposal Submittal:**

**July 9, 2018 at 11:00 a.m. (Central Time)**

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

**Procurement Contact:**

**Rochelle M. Ragas, CPPB  
214-631-1943 (fax)  
rragas@ccgroup.org**

**Mail or Deliver Complete Proposal Package To:**

**ChildCareGroup  
1420 W. Mockingbird Lane, Suite 300  
Dallas, Texas 75247**

# SOLICITATION SUMMARY

## 1 GENERAL DESCRIPTION

ChildCareGroup (“CCG”) is seeking to secure the services of a qualified and experienced vendor to supply and deliver dairy items.

The successful vendor(s) for this RFP will provide services to CCG’s current five (5) child care centers located in Dallas County as well as additional centers which may be opened during the length of this Contract.

## 2 SCHEDULE OF EVENTS

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

- RFP Advertise Dates:.....June 15, 2018
- RFP Release Date: .....June 15, 2018, 2018
- Deadline for Questions:.....June 29, 2018 at 12:00pm (Central Time)
- Proposal due Date and Time: ..July 9, 2018 at 11:00am (Central Time)
- Evaluation Period: .....July 10-July 16, 2018
- Interviews: .....TBD
- Notice of Award .....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 PROPOSAL DOCUMENT

If you obtained this RFP document by notification through a newspaper advertisement or you want to modify your contact information, please contact the Procurement Contact person identified on the front cover. Please include your complete contact information. **If received via email, please confirm receipt by replying to Anna Esparza at [aesparza@ccgroup.org](mailto:aesparza@ccgroup.org).**

## 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**).

6 NO PROPOSAL FORM

# NO PROPOSAL INFORMATION FORM

SOLICITATION NO. 2018-6

SOLICITATION TITLE: Milk and Egg Delivery Services

*If your firm elects not to submit a proposal, 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 CCG
- Company's current workload does not allow for additional work
- Other reason: \_\_\_\_\_

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

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

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

or

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

## **PROPOSAL INSTRUCTIONS AND REQUIREMENTS**

A Request for Proposal (“Solicitation”) is requested by CCG (herein called “CCG”). CCG will receive separate sealed proposals until the deadline for proposal submittal. This section provides information on how and where to submit a proposal and other pertinent information regarding this Solicitation. Those who submit proposals 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 Proposer that submits a proposal and is awarded a contract with CCG as a result of this Solicitation.

### **2 CONTACT INFORMATION**

It is the Proposer’s responsibility to obtain clarification of any information contained herein. Proposers 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 Proposal. The Solicitation Number must be referenced in all correspondence pertaining to this Solicitation. Proposer contact with CCG personnel other than the designated Procurement Contact may be cause for proposal 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-Proposal 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 Proposers prior to the date and time of the Deadline for Proposal Submittal. It is the Proposer’s responsibility to ensure receipt of any addenda issued. Failure of any Proposer to receive any such addendum or clarification shall not relieve the Proposer from any obligations under its proposal as submitted. The Proposer must sign all addenda and return them with their proposal. All addenda shall become part of the contract documents.
- 3.2 Clarification to the solicitation will be issued separately and will not become part of the final contract.

### **4 PROPOSAL PREPARATION**

- 4.1 Submittals: Proposer must submit all Proposal Response Forms, plus all addenda, completed forms, and any requested information and documentation as part of its proposal. Proposer’s failure to include all submittals may be cause to consider a proposal non-responsive. Proposals may be submitted electronically or via mail/hand delivery.
- 4.2 Endorsing the Proposal: An authorized officer of the Proposer Firm must sign the proposal. Execution of the proposal will signify agreement and compliance with all requirements set forth in this Solicitation except where properly noted in the Proposal Response Forms. Proposers that take exception to CCG’s General Terms and Conditions, Special Provisions, and/or Specifications shall do so at the risk of proposal rejection. Electronic signature shall comply with this requirement.
- 4.3 Tax Exempt Status: Purchases by CCG are exempt from sales and use tax under Section 151.310 of the Texas Tax Code (the “Code”). In addition, purchases of tangible personal property and taxable services for the purpose of reselling them to CCG under the contract may also be exempt from sales and use tax under Code Section 151.310. Where legally permitted, after award of the Contract, the Proposer shall provide its proposer or supplier with a properly executed resale

certificate at the time of purchasing tangible personal property and/or taxable services that are to be resold to CCG under the Contract.

- 4.4 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, Proposer must note the difference on an attached document that details the exception(s) to specifications. Failure of the Proposer to make the required acknowledgements may cause the Proposal 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 Proposer has purported it to be in its Proposal, said Successful Proposer will be required to correct any deficiencies without additional cost to CCG.
- 4.5 Alternate Proposals: No Alternate Proposals will be considered. Only one proposal per Proposer.
- 4.6 Proposer 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, and shall be the sole responsibility of the Proposer.
- 4.7 Confidential or Proprietary Markings: Any portion of the Proposal that Proposer 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 PROPOSALS

- 5.1 CCG will accept Proposals up to the Deadline for Proposal Submittal. CCG **will not** consider late proposals. All proposals submitted in response to this Solicitation shall become the property of CCG and will not be returned to the Proposer.
- 5.2 Electronic proposals will be accepted and shall be submitted to: Rochelle Ragas, Procurement Manager, [rragas@ccgroup.org](mailto:rragas@ccgroup.org). Proposals submitted via email will receive an email response indicating that it was received in the Procurement office. If no email response is received, please contact the Procurement Manager at 214-905-2457 to ensure receipt of your submittal.
- 5.2.1 **HAND DELIVERED/MAILED PROPOSALS**: Proposals must be signed, sealed in an opaque envelope or container, and delivered, via mail or hand delivery, to CCG's Procurement Office, ATTN: Rochelle Ragas, Procurement Manager. Unsigned, unsealed or late Proposals will not be considered. **The Proposal submittal must be clearly marked with the Solicitation Number, Proposal Due Date and Time and addressed to the attention of the Procurement Department. Please note that the U.S. Postal Service delivers mail after 12:00pm (CST) to the CCG office. CCG is not responsible for late delivery by your selected delivery method.**

## 6 PROPOSAL RECEIPT / EVALUATION OF PROPOSALS

- 6.1 Responses to this Solicitation (Proposals) become the exclusive property of CCG. Proposals will be opened by CCG so as to avoid disclosure of contents to competing Proposers and kept confidential or secret during the process of negotiation. **Proposals will not be publicly read.**

- 6.2 After Proposals are opened, they will be evaluated on the basis given in the Specifications/Scope of Work and as described in the "Evaluation Criteria" Section of this Solicitation. Until final award of a contract, CCG reserves the right to reject any or all proposals, to waive technicalities, or to proceed with a Contract for the services otherwise as deemed in CCG's best interest.
- 6.3 CCG reserves the right to request additional information from any or all Proposers 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 Proposer's performance, and/or (c) to determine the accuracy of the proposal information. As part of said investigations, CCG may interview and/or visit companies or public entities listed as references.
- 6.4 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.

## **7 PROPOSAL AWARD**

- 7.1 If a Contract is awarded as a result of this Solicitation, it will be made by CCG to the Proposer whose proposal is determined to be the most advantageous to CCG, taking into consideration the relative importance of price and other evaluation factors, as identified in the Evaluation Criteria Section of this Solicitation.
- 7.2 Proposals shall remain valid during the evaluation process time period including award of the Contract. Typically, this time period is a minimum of 120 days; however, it can run longer than that period.
- 7.3 CCG reserves the right to make multiple awards if deemed in its best interest to do so.

## **8 REJECTION OF PROPOSALS**

- 8.1 CCG will automatically reject any proposal that is submitted after the deadline for proposal submittal, and return it unopened.

## **9 WITHDRAWING PROPOSALS**

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

## **END OF PROPOSAL INSTRUCTIONS AND REQUIREMENTS**

## **SPECIFICATIONS / SCOPE OF WORK**

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### **1 SPECIFICATIONS/SCOPE OF WORK**

ChildCareGroup (“CCG”) is seeking to secure the services of a qualified and experienced vendor to supply and deliver dairy items.

The successful vendor(s) for this RFP will provide services to CCG’s current five (5) child care centers located in Dallas County as well as additional centers which may be opened during the length of this Contract. Vendors must be able to increase services within the same pricing parameters offered in this RFP in the event of an expansion of services within existing child care centers or by addition of child care centers managed by CCG.

### **2 Milk and Egg Delivery Services**

- 2.1 Provide all items ordered in accordance with the specifications during the Contract period.
- 2.2 Provide item(s) on the Price Comparison Sheet. Should a substitute be offered it must be approved by the Nutrition Specialist **prior** to the delivery of the item(s).
- 2.3 Deliver item(s) per the delivery schedule Section 3 of the Specifications/Scope of Work.

### **3 Delivery Schedule**

- 3.1 Deliveries shall be made to the centers daily or as needed and the original payment invoice signed by the cook.
- 3.2 All deliveries shall be made between 7:00am and 3:00pm unless storage accommodations can be made to permit delivery at other times. Deliveries not maintained to schedule shall be cause for Contract termination.
- 3.3 Orders will be made to the vendor utilizing the agreed upon method (telephone, vendor website, email, fax, etc.) by designated staff.
- 3.4 Milk and egg products **must** be delivered in refrigerated trucks.

### **4 Price**

Prices provided for each item must remain firm for the initial one-year period of the Contract. All subsequent price increases must be submitted to, and approved by, the Food and Nutrition Specialist prior to implementing such price increase.

### **5 Invoicing**

The Vendor shall provide an individual invoice for each center and leave the original with the cook or designated staff. Incorrect invoices must be picked up in the CCG corporate office (located at 1420 W. Mockingbird Lane, Suite 300, Dallas, TX, 75247) and corrected by the Vendor. Invoices must show quantity, unit size, unit price, extended unit price, and total amount of invoice. The original invoice is the official document used and must be furnished prior to payment being issued.

### **6 Quantities**

Quantities listed on the Product Description and Pricing Worksheet are only estimates. Quantities for each item may increase or decrease based on the needs of each location. CCG is not responsible for any products the Vendor has on hand at the end of the Contract period.

## **7 Product Specifications**

All milk and egg deliveries under this contract shall be Grade A large eggs, pasteurized eggs and milk, and homogenized and 1% milk shall comply with the City of Dallas Board of Health requirements as to bacteria count, etc. and shall meet state requirements.

## **8 Proof of Quality and/or Adherence to Specifications**

8.1 If the product deviates from specifications or is found to be inferior, the Vendor will be given notice to pick up the product and issue credit to CCG.

8.2 CCG Food and Nutrition department may submit two (2) samples, collected at random from the delivered product, during the Contract period, to an independent laboratory for analysis. A copy of the laboratory report and billing invoice will be sent to the Vendor who shall be responsible for payment of the charges.

8.3 Acceptable laboratory analysis is as follows:

- Aerobic Plate Count 100,000/gram maximum
- Coliform 10/gram maximum
- Staphylococcus Aureus Coagulace 10/gram maximum
- Fat as specified on individual items

## **9 Samples**

CCG reserves the right to request samples on any item bid. Samples will be requested when deemed necessary. Samples shall be provided at no charge to CCG.

**END OF SPECIFICATIONS/SCOPE OF WORK**



## **EVALUATION CRITERIA**

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- 1 The evaluation criteria or elements listed below will be used to determine which proposal response is most advantageous to CCG. Said determination will be made in CCG's best interest, and shall therefore be considered final. Responses received to this solicitation will be evaluated based on the criteria and corresponding weight given in each evaluation category listed herein. The response to the requirements of the solicitation and Scope of Work as well as the proposed prices will be used in CCG's evaluation. CCG's evaluation team may consider feedback from references and/or CCG's direct experience with a proposer or a proposed sub-consultant as part of their evaluation process and consideration for scoring proposals. CCG's evaluation team reserves the right to shortlist proposers based upon scores/ratings received during the evaluation process. CCG may request a Best and Final Offer (BAFO) and/or make a recommendation for Contract award.
- 2 Proposers responses will be evaluated based on the following:
  - 2.1 Experience delivering milk and egg products (25 Points). This category will be evaluated based on:
    - Prior experience delivery to similarly sized companies
    - Ability to deliver to various sites in a timely manner
  - 2.2 Ordering and delivery process (20 Points). This category will be evaluated based on:
    - Processes on handling discontinued items, substitutions, and backorder items
    - Delivery options
    - Methods available to order (online, fax, email, etc.)
  - 2.3 Billing, payment, and customer service (10 points). This category will be evaluated based on:
    - Options available for invoicing when ordering for multiple sites
    - Billing for back ordered items
    - Payment requirements processes for resolving order problems and questions
    - Process for handling customer service issues
    - Discounts offered if payment made prior to net 30
  - 2.4 Other services available (5 points). This category will be evaluated based on:
    - Special incentives or other special services that would be beneficial to CCG in the implementation of this project.
  - 2.5 MBE/WBE/HUB Members (5 points). (Vendor must provide certificate showing it is certified)
  - 2.6 Pricing (35 Points). This category will be evaluated based on:
    - Price provide on Product Description and Pricing Worksheet
    - Discounts available/offered
    - Extra charges for shipping, delivery, etc.

## **END OF EVALUATION CRITERIA**

## **SPECIAL PROVISIONS**

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### **1 CONTRACT TERM**

- 1.1 This Contract, if awarded, shall be for an initial one-year period commencing as of the date signature of the Contract to be issued by CCG's Procurement Manager, unless renewed under the provisions below.
- 1.2 This Contract, as executed, shall include the options to renew for three (3) additional one-year periods, under the same terms and conditions, with said options to be exercised solely at CCG's discretion.
- 1.3 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.
- 1.4 In the event of a price increase, the Vendor must submit a request for price increase and reason for price increase, in writing, to the Food and Nutrition Specialist, a minimum of 30 days prior to the effective date of proposed price increase. Failure to do so could result in Contract termination.

### **2 PAYMENT TERMS**

- 2.1 Payment for services will 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 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 and Vendor Registry*, when 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 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 khuff@ccgroup.org or by contacting the Finance Department at 214-905-2408. In no event is it 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, or 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 Trustees, 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 unless otherwise stated under the Special Provisions section.

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 Commercial General Liability insurance with a minimum 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 CFO/COO 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 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. 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**



**PROPOSAL RESPONSE FORMS**

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

FROM: \_\_\_\_\_  
NAME OF PROPOSER

**1 INSURANCE REVIEW VERIFICATION**

1.1 Does the proposer currently carry the insurance coverage as specified in Section 37 of the General Terms and Condition? (Successful Contractor will be required to provide a current copy of their Certificate of Insurance, with ChildCareGroup named as additional insured, prior to contract execution).

Yes       No

1.2 If no, has the proposer reviewed the steps necessary, including cost, with its insurance agent, broker or internal department to ensure it will obtain the specified insurance?

Yes       No

## PRODUCT DESCRIPTIONS & PRICING WORKSHEET

MILK	UNIT OF MEASURE	PRICE PER UNIT OF MEASURE
MILK WHOLE	4/1 GALLON	
MILK 1%	4/1 GALLON	
MILK 1%	24/8 OZ	
MILK 2%	1 GALLON	
MILK SOY	8OZ	
MILK SOY	1 QT	
MILK SOY	HALF GALLON	
MILK LACTAID	8 OZ	
MILK LACTAID	1 QT	
MILK LACTAID	HALF GALLON	
MILK ALMOND	8 OZ	
MILK ALMOND	1 QT	
MILK ALMOND	HALF GALLON	
MILK LACTOSE FREE	8 OZ	
MILK LACTOSE FREE	1 QT	
MILK LACTOSE FREE	HALF GALLON	
Grade A Large EGGS PASTERIZED	15/1 DOZEN	
Grade A Large EGGS PASTERIZED	1/15 DOZEN	
Grade A Large EGGS PASTERIZED	3.5 DOZEN	

<b>MILK</b>	<b>UNIT OF MEASURE</b>	<b>Projected Annual Qty. Needed</b>	<b>PRICE PER UNIT OF MEASURE</b>
MILK WHOLE	4/1 GALLON/ case	182 gallons/46 cases	
MILK 1%	4/1 GALLON/case	1625 gallons/407 cases	
MILK 1% (field trip only)	24/8 OZ pints		
MILK 2%	1 GALLON	30 gallons	
MILK SOY	8OZ		
MILK SOY	1 QT		
MILK SOY	HALF GALLON		
MILK LACTAID	8 OZ		
MILK LACTAID	1 QT		
MILK LACTAID	HALF GALLON		
MILK ALMOND	8 OZ		
MILK ALMOND	1 QT		
MILK ALMOND	HALF GALLON		
MILK LACTOSE FREE	8 OZ		
MILK LACTOSE FREE	1 QT		
MILK LACTOSE FREE SKIM	GALLON	92 gallons/ 23 cases	
Grade A Large EGGS PASTERIZED	15/1 DOZEN case	70 cases	
Grade A Large EGGS PASTERIZED	1/15 DOZEN case	70 cases	

**2 PROPOSAL ENDORSEMENT FORM**

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

PROPOSAL FOR SOLICITATION NO. 2018-6

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)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Email)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Date Signed)

**PROPOSAL CERTIFICATION A**

The undersigned Authorized Representative hereby certifies as follows:

That he/she has read ChildCareGroup's Request for Proposals, Attachments and Forms, and any RFP Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated herein.

That he/she has had the opportunity to ask questions regarding the Request for Proposal, and that if such questions have been asked, they have been answered by the ChildCareGroup.

That the Offeror's proposal consists of the following documents:

- 5. A fully executed Bid Pricing Sheet;
- 6. All other data described in Request for Proposal.
- 7. Statement that the proposal is valid for 120 days.

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**Printed Name of Authorized Representative and Title**

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**Company Name**

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**Signature of Authorized Representative**

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**Date**

**PROPOSAL CERTIFICATION B**

**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.

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**Authorized Representative and Title**

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**Company Name**

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**Signature of Authorized Representative**

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**Date**

**PROPOSAL CERTIFICATION C**

**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.

\_\_\_\_\_  
**Printed Name of Authorized Representative and Title**

\_\_\_\_\_  
**Offeror’s Company Name**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Date**

**PROPOSAL CERTIFICATION D**

**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.)

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**Printed Name of Authorized Representative and Title**

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**Company Name**

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**Signature of Authorized Representative**

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**Date**



**PROPOSAL CERTIFICATION E**

**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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**Printed Name of Authorized Representative and Title**

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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 if 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 board, acting as the agent for an organization, or employed as an officer of an organization

**PROPOSAL CERTIFICATION F**

**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 participate, 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.