



# REQUEST FOR BID

**Solicitation No. 2017-16**

## **HVAC Maintenance and Repairs**

**Deadline for Bid Submittal:**

**October 19, 2017 at 11:00am a.m.(Central Time)**

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

**Procurement Contact:**

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

**Facilities Contact:**

**Kyle Strawser**  
**214-631-1943 (fax)**  
[kstrawser@ccgroup.org](mailto:kstrawser@ccgroup.org)

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

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

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

# SOLICITATION SUMMARY

## 1 GENERAL DESCRIPTION

ChildCareGroup (CCG) is seeking a licensed, qualified contractor to provide heating, ventilation, and air conditioning (HVAC) maintenance and repair services.

## 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:.....September 28, 2017

RFB Release Date: .....September 28, 2017

Deadline for Questions:.....October 12, 2017 at 12:00pm (central time)

Bid Due Date and Time:.....October 19, 2017 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**).

**6 SUBMITTAL LABEL**

**IMPORTANT  
REQUIREMENT FOR BID / PROPOSAL SUBMITTAL**

Bid/Proposal submittals must be properly labeled to ensure they are not inadvertently opened before the designated time. Therefore, please affix the label below to the outside of the sealed bid/proposal submittal package(s).

If the delivery service used (i.e. FedEx, UPS, courier, etc.) does not permit this label to be affixed on the outside of their delivery box or envelope, then the bidder/proposer must seal the contents of their bid/proposal and affix this label on the sealed package before they place that package in the box or envelope provided by the delivery service.

If this label is not used, it is the bidder's responsibility to ensure this information is written on the outside of the delivery package. Bids or proposals received by ChildCareGroup that do not have the information requested below displayed on the outside of their bid or proposal may be rejected.



**CHILDCAREGROUP BID/PROPOSAL SUBMITTAL LABEL**

Bid / Proposal Number: 2017-16

Bid / Proposal Name: HVAC Maintenance and Repairs

Due Date and Time: October 19, 2017 at 11:00am (central time)

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

Contact Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

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

7 NO PROPOSAL FORM

## NO BID/PROPOSAL INFORMATION FORM

SOLICITATION NO. 2017-16

SOLICITATION TITLE: HVAC Maintenance and Repairs

*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 hard copy form. 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.**
  - 5.1.1 Hard Copy Bids must be signed, sealed in an opaque envelope or container, and delivered, via mail or hand delivery, to CCG's Procurement Department Office. Unsigned, unsealed or late Bids will not be considered. **CCG is not responsible for late delivery by your selected delivery method.**

**ELECTRONIC PROPOSALS:** Electronic proposals are to be submitted to Rochelle Ragas, CPPB, 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.
- 5.2 Contractor must provide all information requested in this Solicitation for a Bid to be considered responsive.

## 6 BID RECEIPT / EVALUATION OF BIDS

- 6.1 CCG will open all bids properly received in a public meeting and read the bids aloud. The meeting location (identified on the cover page of this Request for Bid) is accessible. Requests for special accommodations or interpretive services must be made 48 hours prior to meeting by calling 214-905-2454.

- 6.2 CCG will tabulate bids based on the unit prices bid and quantities shown in the bid or based on a predetermined group of items selected for evaluation purposes. In the case of conflict between unit prices and extended prices, unit prices shall prevail.
- 6.3 The reading aloud of the bid tabulation shall not be construed as a comment on the responsiveness of such offer, or as any indication that CCG accepts such offer as responsive.
- 6.4 Bids submitted shall be final and are not negotiable; therefore, Bidder must provide their best and final pricing in their bid response.
- 6.5 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.
- 6.6 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.
- 6.7 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.
- 6.8 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**

The required maintenance and service shall be performed on equipment at all locations for CCG as follows:

- 1.1 Total maintenance services for the automatic temperature control system.
- 1.2 Annual price paid by CCG for the preventative maintenance program as described herein includes all labor hours, transportation, supplies, materials and consumables such as belts, lubricants, filters, pads, etc., including but not limited to the supplies and materials listed in this exhibit.
- 1.3 Provide all required equipment, materials, tools, labor, and supervision to service and maintain the HVAC equipment for the Public Utilities Department at three locations as follows:
- 1.4 Provide repair services to problems that are either discovered at the time of providing preventative maintenance or as requested by the City. Respond to service calls as follows:

Perform all Preventative Maintenance services (Section 2 – Specifications/Scope of Work) for HVAC Equipment.

- a. Preventative maintenance services shall be performed on a quarterly basis.
  - b. During quarterly visits contractor shall ensure that all appropriate tasks (for the season) are performed for each piece of equipment.
  - c. Contractor shall schedule quarterly visits in conjunction with seasonal maintenance needs of the various temperature control system equipment.
  - d. Contractor shall dedicate a minimum of eight (8) labor hours per quarter to the completion of the preventative maintenance tasks. Contractors may accomplish this service in one visit or several shorter visits to the site. Eight labor hours and any time spent in excess of these hours shall be included in the annual maintenance fee.
- 1.5 Provide written reports to the Facilities Manager representative following each inspection or preventative maintenance service call. The reports shall state each system checked, actual services performed, and shall note any unusual problems detected during the inspection.
  - 1.7 Perform repair services if directed to do so by the Facilities Manager. Payment for repair services shall be based on actual labor hours to perform the repair plus cost of parts as outlined on the Bid Pricing Sheet, Schedule of Fees.

### **2 SPECIFICATIONS / SCOPE OF WORK**

Detailed Preventative Maintenance Requirements

#### **2.1 SEMI-ANNUAL INSPECTION: HEATING AND AIR CONDITIONING**

- A. Air Compressor
  1. Drain tank and check traps.
  2. Change oil and check oil pressure.
  3. Check belt and sheaves, and change as required.
  4. Change suction filter as required.
  5. Check unloader and check valve.
  6. Check high pressure safety valve.

7. Check motor operating conditions and lubricate.
8. Check PE switch, starter, and alternator.
9. Clean as required.
10. Record compressor run-time.

B. Refrigerated Air Dryer

1. Check refrigerant pressure.
2. Check refrigerant temperature.
3. Clean condenser and cover grills.
4. Check drain top and bypass valve.
5. Clean as required.

C. Filter and Pressure Reducing Station

1. Check particle filters (change as required).
2. Check oil filter (change as required).
3. Check pressure valve settings.
4. Check low-pressure safety valve.

2.2. ANNUAL INSPECTION: HEATING AND AIR CONDITIONING

A. Room-Terminal Unit Controls

1. Check all room stats.
2. Check all control valves.
3. Check operation of unit coil steam traps.
4. Check operation of all dampers and lubricate.
5. Check all PE switches, solenoid air valves, and limit controls.

B. Contractor shall provide the following listed materials when necessary and indicated under type of inspection above:

1. Belts
2. Suction Filter
3. Oil Filter
4. Particle Filter
5. Oil
6. Lubricant - oil and grease
7. Drain Trap Gaskets
8. Clean up materials.

2.3. CONDENSING UNITS

A. Air Cooled, Start-Up Inspection

1. Review manufacturer's recommendations for start-up.
2. Energize crankcase heater per manufacturer's recommendation for warm-up.
3. Remove all debris from within and around unit.
4. Visually inspect for leaks.
5. Check belts, pulleys and mounts. Adjust and replace belts as required.
6. Lubricate fan and motor bearings per manufacturer's recommendation.
7. Inspect electrical connections, contactors, relays, and operating/safety controls.
8. Check motor operating conditions.
9. Check and clean fan blades as required.
10. Check and clean coil. Straighten fins as required.
11. Check vibration eliminators. Replace or adjust as required.
12. Check compressor oil level, acid test oil, and meg hermetic motor.

13. Change oil and refrigerant filter drier as required.
14. Check and test all operating and safety controls.
15. Check operating conditions. Adjust as required.
16. Clean external surfaces as required.

B. Mid-Season Inspection

1. Visually inspect for leaks.
2. Lubricate fan bearings per manufacturer's recommendations.
3. Lubricate motor bearings per manufacturer's recommendations.
4. Check belts and sheaves. Adjust and replace belts as required.
5. Clean and straighten fins as required.
6. Check operating conditions. Adjust as required.

C. Mid-Season Inspection

1. Visually inspect for leaks.
2. Check operating conditions. Adjust as required.

D. Contractor shall provide the following listed materials when necessary and

1. Belts
2. Lubricants - oil and grease
3. Contact Cleaner
4. Cleanup materials
5. Caulking
6. Panel Gaskets
7. Refrigerant filter drier
8. Vibration eliminators

#### 2.4. GENERAL ROOF-TOP HEATING AND COOLING UNITS

The maintenance for roof-top heating and cooling units shall include filter changes as needed and T-stat calibration. Maintenance shall be as follows:

A. Spring start-up of cooling system.

B. Summer inspection.

C. Fall start-up of heat.

D. Winter inspection.

E. Air Cooled

1. Review manufacturer's recommendation for start-up.
2. Energize crankcase heater per manufacturer's recommendation for warm-up.
3. Remove all debris from within and around unit.
4. Visually inspect for leaks.
5. Check belts, pulleys, and mounts. Adjust and replace belts as required.
6. Lubricate fan and motor bearings per manufacturer's recommendation.
7. Inspect electrical connections, contactors, relays, and operating/safety controls.
8. Check motor operating conditions.
9. Check and clean fan blades as required.
10. Check and clean coil. Straighten fins as required.
11. Check vibration eliminators. Replace or adjust as required.
12. Check compressor oil level, acid test oil, and meg hermetic motor.
13. Change oil and refrigerant filter drier as required.
14. Check and test all operating and safety controls.

15. Check operating conditions. Adjust as required.
16. Clean external surfaces as required.

2.4. Repair services shall be approved prior to services being performed. Contract shall contact the Facilities Manager, provide a quote for the repair, and receive approval prior to beginning work. Any work conducted without prior approval shall be at the expense of the Contractor.

### **3 LOCATION OF SERVICES**

Services shall be provided at the following locations:

- Anderson Center – 625 E. Avenue B, Garland, TX 75040
- Landauer Center – 4539 Munger Avenue, Dallas, TX 75204
- Bock Center – 407 W. Tenth Street, Dallas, TX 75208

On occasion services may be required to be performed at properties where, per the lease agreement, CCG may be responsible for the maintenance and/or repairs of the HVAC system. All services shall be provided at the rates stated on the Bid Pricing sheet. Invoices shall be sent directly to the Facilities Manager for processing.

### **4 BIDDER QUALIFICATIONS**

4.2 Contractor shall have been in business a minimum of three (3) years.

4.3 All persons performing services under this Contract shall be licensed and/or certified to perform the services under this Contract.

### **5 REQUIRED SUBMITTAL DOCUMENTATION**

All items listed below must be submitted with your bid in order to be deemed responsive.

5.1 Number of years your company has been in business and providing the type of services specified.

5.3 Name, telephone number, and email of direct contact person for this project for service and/or repairs request.

5.2 Qualifications and certification levels of staff members which will be performing the services under this Contract.

5.3 Copies of all applicable licenses with the State of Texas, if applicable.

5.3 List of references to include name, telephone number and email address of three (3) previous or current customers who can speak of your company's ability to perform the required services.

5.4 Copy of current Certificate of Insurance, to include automobile liability and worker's compensation (if applicable).

5.5 Bid Pricing Sheet (Pages 22-23)

5.6 Bid Endorsement Form (Page 24)

5.7 Proposal Certification Forms (Pages 25-29)

5.8 Any addenda, if applicable.

### **END OF SPECIFICATIONS / SCOPE OF WORK**

## **SPECIAL PROVISIONS**

### **1 CCG'S RIGHT TO INSPECT AND AUDIT**

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

### **2 CONTRACT TERM**

- 2.1 This Contract, if awarded, shall be for an initial **one-year period** commencing as of the date specified in Contract to be issued by CCG's Procurement Manager, unless renewed under the provisions below.
- 2.2 This Contract, as executed, shall include the **options to renew for three (3)** additional one-year periods, under the same terms and conditions, with said options to be exercised solely at CCG's discretion. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period, all terms and conditions of the Contract shall remain in full force and effect with the only change being in the Contract term.

- 2.3 In recognition of the potential for fluctuations of the Contractor's costs for the years subsequent to the initial contract period, a price adjustment for each succeeding year may be requested subject to the following considerations:
- 2.3.1 Request for same must be made in writing and supported by acceptable documentation of the cost increase. Any such request shall be submitted for approval to CCG's Procurement Manager no less than 90 days prior to the end of the then current Contract period.
- 2.3.2 The percentage change between the prevailing rate and the requested rate does not exceed the percentage change between the Consumer Price Index that was in effect at the beginning of the existing Contract period and the one in effect at time of request for rate increase. The Contractor shall calculate and make a written request to the City that the prices for the next renewal year be increased by the lesser of three percent (3%), or the same percentage increase, if any, in the latest published Consumer Price Index, All Urban Consumers (CPI-U), "US City Average" published by the Bureau of Labor Statistics of the US Federal Government.

### **3 INVOICING AND PAYMENT**

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

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

### **4 CONTRACTOR RESPONSIBILITIES / PERFORMANCE OF WORK**

- 4.1 The Contractor shall be fully responsible for the quality and accuracy of any and all Work performed in conjunction with this Contract. Neither acceptance of such Work by CCG, nor payment therefore, shall relieve the Contractor of this responsibility. If and when applicable, the Contractor shall complete all services in conformity with professional standards, and shall provide qualified personnel to meet agreed upon schedules.
- 4.2 In addition, at its own expense, the Contractor shall:
- 4.2.1 Take all precautions necessary per state regulations and/or OSHA Regulations to protect persons or property against injury or damages occurring as a result of its operations;
- 4.2.2 Obtain all permits/licenses required to perform work or deliver products, where applicable. (any cost for compliance shall be paid by the Contractor);
- 4.2.3 Provide competent supervisors and workmen;
- 4.2.4 Take all precautions necessary or required by law to protect persons or property against injury or damages occurring as a result of its operations;
- 4.2.5 Perform the Work without unnecessarily interfering with CCG operations;
- 4.2.6 Provide all vehicles and tools as necessary for its use; and

- 4.2.7 Protect existing facilities from damages and promptly repair or replace any damages caused by its employees or arising out of its operations.

## **5 NEW MATERIALS**

All products and components to be provided under this Contract shall be new (not used, refurbished, or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended, unless otherwise specified. If at any time during the performance of this Contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, it shall notify the Procurement Manager immediately, in writing, including the reasons and proposing any consideration which will flow to the CCG if authorization to use such supplies or components is granted.

## **6 PROTECTION AND RESTORATION OF PROPERTY**

- 6.1 The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the Work, or at any time due to defective Work or materials, and said responsibility will not be released until the project shall have been completed and accepted by the CCG.
- 6.2 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or in consequence of the nonexecution thereof by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he shall make good such damage or injury in a reasonable manner acceptable to the injured party.

## **7 PUBLIC CONVENIENCE AND SAFETY**

The Contractor shall control its operations and those of its subcontractors and all suppliers to assure the least inconvenience to CCG operation. Under all circumstances, safety shall be the most important consideration.

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

**FOR BIDS ONLY**: Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting minor errors in bid price after bid opening.



However, a bidder may be able to withdraw a bid only if it contains a substantial mistake that would, in the sole opinion of CCG, cause a great hardship if enforced against the bidder.

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

CCG will make a determination regarding the responsiveness of proposals submitted based upon compliance with all applicable laws and CCG's procurement guidelines and project documents including, but not necessarily limited to, the proposal specifications and contract documents. CCG will notify the successful proposer upon award of the contract; and, if required by State law, all proposals received will be available for inspection after award.
19. **SUMMARY SHEET:** Proposal summary results are typically published within one (1) business day after the scheduled opening. Interested parties desiring a copy of a proposal summary sheet may request the same by submitting a written request to rragas@ccgroup.org. **RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.**
20. **ANTI-COLLUSION:** In submitting a proposal, Proposer certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.

21. **NO PROHIBITED INTEREST**: Proposer acknowledges awareness of the state laws, CCG bylaws and procurement guidelines and regarding conflicts of interest and agrees to comply with each. No officer, employee or agent of CCG shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by state/federal laws governing CCG., that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined herein.
22. **DELINQUENT TAXES**: Any person, firm, or corporation that is in arrears to a federal/state entity for delinquent taxes or otherwise, will not be recommended for award of any proposal until the arrearage has been cleared in writing and documentation forwarded to CCG. If a proposer becomes delinquent while a contract is in force, payment for goods or services provided to CCG under said contract or purchase order may be withheld until the arrearage has been cleared and written documentation forwarded to CCG.
23. **MINIMUM STANDARDS FOR RESPONSIBILITY**: A proposer must affirmatively demonstrate responsibility. CCG may request representation and other information sufficient to determine proposer's ability to meet the minimum standards including but not limited to, the following:
- A. Have adequate financial resources, or the ability to obtain such resources as required;
  - B. Ability to comply with the required or proposed delivery schedule;
  - C. Have satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics;
  - E. Be otherwise qualified and eligible to receive an award.
24. **AWARD OF CONTRACT**: CCG reserves the right to award single or multiple contracts for the goods or services as stated herein. Furthermore, CCG reserves the right to take administration costs into consideration when awarding multiple contracts.
- When applicable, CCG may award proposals to the lowest responsive responsible proposer(s), or to the proposer(s) who provides goods or services at the best value to CCG. If using these methods, the selection criteria will be clearly identified in the proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:
- A. The purchase price;
  - B. The reputation of the proposer and of the proposer's goods or services;
  - C. The quality of the proposer's goods or services;
  - D. The extent to which the goods or services meet CCG's needs;
  - E. The proposer's past relationship with CCG;
  - F. The impact on the ability of CCG to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
  - G. The total long-term cost to CCG to acquire the proposer's goods or services;
  - H. Any relevant criteria specifically listed herein or in the contract documents.
25. **ACCEPTANCE**: Proposer agrees that acceptance of any or all items by CCG shall be binding upon proposer. Proposer shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by CCG to provide such goods and services.
26. **CONTRACT PERIOD**: Unless otherwise stated in the specifications contained herein, the contract period for the proposal will be for one (1) year upon CCG approval, with four (4) optional one (1) year renewal periods if agreeable to both parties.

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

**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. 2017-16 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, fuel or other surcharges, demurrage, 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. Requests for price adjustment thereafter shall follow the requirements specified in Section 2 – Special Provisions. Discount percentages shall remain fixed for the term of this Agreement, including any term renewals.

**2 PRICING/FEES**

2.1 Preventative Maintenance Program:

The total annual price to be paid for maintenance services as defined in Section 2 – Specifications/Scope of Work (to be invoiced and paid in four equal quarterly payments.

\$ \_\_\_\_\_/Year

The above fee includes all labor, transportation, tools and materials for regularly scheduled maintenance on all equipment listed, completion of all service check points as described, and the cost of normal-wear replacement materials and components such as lubricants, gaskets, filters, belts and other materials listed in Section 2 – Specifications/Scope of Work.

B. Repair Services:

1. Labor:

a. Hourly rate 8 a.m. – 5 p.m. weekday \$ \_\_\_\_\_

b. Hourly rate for weekdays after hours, weekends, and holidays: \$ \_\_\_\_\_

2. Replacement Parts:

At no time will the price of parts to the CCG exceed the following:

a. **OEM Parts** – Price shall not exceed the Manufacturer’s most current published list price less the stated discount: \_\_\_\_\_%

If more than one discount applies, list below:

Brand/Product Line:	Discount %
_____	_____
_____	_____
_____	_____

b. **Ancillary Parts** – Price shall not exceed the \*ARH price directory most current published list price less the stated discount: \_\_\_\_\_%

(\*Air Conditioning/Refrigeration/Heating Price Directory)

Contractor shall supply CCG designee with current OEM and/or ARH published price lists upon request during the term of the Agreement.

C. Other Charges:  
State other charges, if any, to provide the services specified:

Explanation of Charge:	Cost to CCG:
_____	
_____	
_____	
_____	
_____	

**III. WARRANTY**

A. Parts: Time ..... \_\_\_\_\_ months  
 Limitations: \_\_\_\_\_  
 \_\_\_\_\_

B. Labor: Time ..... \_\_\_\_\_ Months  
 Limitations: \_\_\_\_\_  
 \_\_\_\_\_

**3 BID ENDORSEMENT FORM**

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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. 2017-16

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

---

Signature of Authorized Representative

---

Date

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

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

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

**PROPOSAL CERTIFICATION E**

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

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

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

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

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

(b) Each person signing this bid certifies that:

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

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

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

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

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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.