



REQUEST FOR PROPOSAL
Cloud-based ERP for Nonprofit Organization
RFP 2023-02

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OVERVIEW

GENERAL DESCRIPTION

ChildCareGroup (CCG) is a \$35M nonprofit corporation established in 1901 and is exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code.

CCG oversees \$150M in state-contracted child care subsidy programs and provides professional development programs to third-party child care providers throughout the state of Texas. CCG also provides a wide variety of early child care and education services to children and their parents. These programs are funded through state, federal, and private awards.

CCG is seeking to implement a suite of cloud-based financial platforms with robust processing and reporting capabilities. This RFP is for the recommendation and implementation of an ERP solution meeting the attached requirements.

If one platform solution does not meet all financial, procurement and expense management requirements, please also recommend platforms that interface with the recommended ERP solution.

SCHEDULE OF EVENTS

Please find below a Tentative Schedule of Events for this RFP. 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 Issue Date.....	February 3, 2023
Submission of Written Questions.....	February 10, 2023 10:00pm CST
Proposal Submission Deadline	February 24, 2023, 10:00pm CST
Evaluation Period	February 27 – March 3, 2023
Demos	March 6 – March 10, 2023
Notice of Award.....	Week of March 13, 2023

CONTACT INFORMATION

Amber Blair, Sr Director Grants Management and Procurement
Anna Esparza, Procurement Specialist
procurement@ccgroup.org

Administrative offices are located at 1420 W. Mockingbird Lane, Suite 300, Dallas, TX 75247.

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. The RFP Number must be referenced in all correspondence pertaining to this RFP. Contact with CCG personnel other than the designated Procurement Contact may be cause for proposal rejection.

SCOPE OF WORK

CCG is currently utilizing Abilia MIP for its general ledger platform and Microix for its purchase order platform. CCG is looking to replace both platforms with integrated cloud-based ERP, procurement, and expense management solutions.

CCG currently utilizes ADP Workforce Now as its HRIS platform. This platform will not be replaced.

Please recommend and propose on implementation of an ERP that meets the specified requirements. Complete system requirements are attached (Attachment D).

If not included in the recommended ERP, please also recommend procurement and expense management solutions that interface with the recommended ERP and meet the specified system requirements.

PROPOSAL INSTRUCTIONS AND REQUIREMENTS

CCG will receive 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 RFP. Those who submit proposals are required to read and comply with the instructions and requirements provided herein.

ADDENDA AND CLARIFICATIONS

CCG may, at its sole discretion, elect to issue changes or clarifications to the RFP in the form of a written addendum. 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 RFP. 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 addenda 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.

Clarification to the RFP will be issued separately and will not become part of the final contract.

PROPOSAL FORMAT REQUIREMENTS

To facilitate and expedite the evaluation process, all information in the Proposal should be organized and presented as directed below. The maximum number of pages for a submitted Proposal must not exceed **thirty (30) pages (excluding formatting Tabs and the required forms under Tab 5)**. A Proposal may be deemed to be non-responsive and may be disqualified, at CCG's discretion, if the Proposal fails to comply with the following instructions:

- **Cover Letter**
- **Table of Contents**

- **Disclosure Statements.** Proposer's disclosure and description of any outstanding legal issues and claims against it in connection with current Scope of Work / Specifications or other Scope of Work / Specifications undertaken in the last five (5) years.
- **Addenda.** The acknowledgement page(s) of all addenda issued by CCG shall be signed by the Proposer's authorized representative and submitted in this section.
- **Tab 1 – Brief Executive Overview**
 - Introduction of the Proposer's company to include company profile/structure and number of years in operation.
 - Persons assigned to the project and their years of experience.
 - Overall summary regarding plans to meet CCG's requirements.
- **Tab 2 – Response to Proposed Scope of Work**
 - Type of services and/or resources proposed
 - Service available in required geographical areas and in required job functions
 - Ability to meet all aspects of CCG's needs
 - Proposed personnel structure assigned to CCG
 - Qualification of all personnel who will handle matters for CCG
 - Relevant experience of company and samples of past work product
- **Tab 3 – Vendor's Experience/Capacity**
 - Experience working with non-profits or with entities of a similar size.
 - If your company has done business with CCG, list project(s) and dates
 - Financial stability (copies of audit statements for past three (3) years).
 - Provide a list of three (3) **current** clients. Include the following information:
 - Company name
 - Address, phone, email
 - Contact names
 - Brief description of work performed
- **Tab 4 – Cost Proposal and Insurance Verification (Attachments A-B)**

The required Cost Proposal shall be assembled and presented in accordance with the format and Instructions of this RFP.

 - Provide a total cost of the project including a breakdown of design, development, post-implementation support services, and any additional costs
 - Describe any licenses required and their associated costs
 - Specify all other anticipated or foreseeable costs for the (4) additional one-year options, including projected updates, or any foreseeable maintenance fees, etc.
 - If applicable, any pro bono and/or volunteer services the respondent may provide.
- **Tab 5 – Proposal Certification Forms (Attachment C)**

Proposal Certification Forms A-F must be signed and included with response.

PROPOSAL SUBMISSION REQUIREMENTS

CCG will accept Proposals up to the Deadline for Proposal Submittal. CCG will not consider late proposals. All proposals submitted in response to this RFP shall become the property of CCG and will not be returned to the Proposer.

Submittals: Proposals may be submitted electronically to procurement@ccgroup.org. 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.

Alternate Proposals: No Alternate Proposals will be considered - only one proposal per Proposer.

Acceptance of Scope of Work/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 their 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.

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.

PROPOSAL RECEIPT AND EVALUATION

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

Proposals will be evaluated on the basis given in the Specifications/Scope of Work and as described in the "Evaluation Criteria" Section of this RFP. 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.

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.

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.

PROPOSAL WITHDRAWAL

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.

Proposer must submit a request to withdraw a proposal in writing to procurement@ccgroup.org. 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.

If the Proposer elects to withdraw its proposal and withdrawal is accepted by CCG, the proposal will become null and void. The proposal will not be eligible to be reinstated.

CONTRACT AWARD

Should a proposal be selected for contract, the Proposer agrees to perform the Contract in accordance with the documents listed below.

- Contractor's Submitted Proposal
- Negotiated Modifications, if applicable
- Addenda, if applicable
- RFP Scope of Work/Specifications
- Special Provisions
- General Terms and Conditions

Proposer has reviewed all the terms, conditions and provisions contained in the RFP to ensure it can comply with and concur with all requirements should a Contract be awarded.

EVALUATION CRITERIA

The evaluation criteria 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. Proposals will be evaluated based on the criteria and corresponding weight given in each evaluation category listed herein. The response to the requirements of the RFP, Scope of Work as well as proposed costs will also 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.

Discussions may be conducted with shortlisted/finalist proposers as determined by the evaluation team. Proposers shall be treated fairly and equally with respect to any opportunity for discussions and revisions of proposals. Proposers are strongly urged to provide competitive pricing since revisions may not be permitted after submissions and before the award of the Contract. CCG may request a Best and Final Offer (BAFO) and/or make a recommendation for Contract award.

Proposals will be evaluated based on the following:

1. Professional capacity to undertake the Scope of Work **(30 Points)**. This category will be evaluated based on:
 - Overall understanding of CCG's requirements provided in the Scope of Work/Services
 - Compliance with and overall approach to Statement of Work tasks
 - Detailed approach to meeting task requirements
 - Background and experience of proposed Contractor and team member personnel, including proposed subcontractor personnel; rationale for selection of team members and their assigned roles
 - Plans for performing any optional tasks
2. Work History and experience **(25 Points)**
Evaluation based on experience of the individual(s) selected to perform duties under this contract.
3. Previous experience working with non-profit or similar organizations **(20 Points)**
Evaluation based on evidence of previous/current services provided to non-profit or similar organizations with scope of work similar to this contract.
4. MBE/WBE/HUB entity **(10 Points)**
Evaluation based on evidence of certification by state/federal certifying agency.
5. Cost Proposal **(15 Points)**.
Evaluation based on cost proposal sheet.

GENERAL TERMS AND CONDITIONS

1. **APPLICABILITY:** These standard terms and conditions apply to all goods or services procured by the CCG, unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the contract as well as any subsequent purchase order(s) issued for goods or services and shall be included as part of the specifications issued herewith.
2. **NOTIFICATION:** CCG advertises procurement opportunities through the *Dallas Morning News*. CCG shall not be responsible for information distributed by sources other than those listed.
3. **ADDENDA:** Any revisions to the information contained herein will be issued in the form of addenda. The sole issuing authority shall be vested in the CCG Procurement 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 will be accepted by CCG as valid responses to RFPs 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.

11. **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.
12. **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. In no event is it the CCG's responsibility to provide a tax-exempt form without a request for the same.
13. **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 department.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **PROPOSAL OPENINGS:** 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.
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 two (2) 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 ap@ccgroup.org unless otherwise stated in 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 the minimum Commercial General Liability 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 RFP 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 RFP or contract documents.

Post-award protests must be submitted in written form to the CFO 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, 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. 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.
45. 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.
46. 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.

Attachment A Cost Proposal Sheet

Cost Proposal Sheet

If you have multiple service options available, please outline and price each option.

Please attach itemized price list and identify payment options, if any.

One-time upfront cost: _____

Recurring cost: _____

Design, Development, Implementation & Training costs: _____

Annual Support and Maintenance costs: _____

Cost to expand functionality: _____

Other Relevant Expenses (required licenses, etc.): _____

Estimated Time Frame for Implementation: _____

Approximate number of hours of training needed: _____

Labor per Hour for training (if applicable):

8:00 am to 5:00 pm Monday thru Friday: _____

After Hour/Holiday: _____

Printed Name of Authorized Representative and Title

Company Name

Signature of Authorized Representative

Date

Attachment B Insurance Verification

Attachment B. Insurance Verification

INSURANCE VERIFICATION

Does the proposer currently carry the insurance coverage as specified in Section 37 of the General Terms and Conditions? (If no, please complete the Insurance Affidavit below)

Yes No

INSURANCE AFFIDAVIT

To be completed by the Proposer if they do NOT currently carry insurance coverage as specified in Section 37 of the General Terms and Conditions:

I confirm that, if awarded the Contract, I will comply with all of the Insurance Provisions, as stated in the Insurance Requirements of RFP No. 2023-02, and said insurance shall be provided without change to the prices offered.

Name of Proposer: _____

Authorized Agent (please print): _____

Authorized Agent's Signature: _____

Date: _____

To be completed by Proposer's insurance provider:

I confirm that, if awarded the Contract, the Proposer name stated above either has insurance coverage or can obtain coverage in compliance with the requirements of ChildCareGroup RFP No. 2021-17. I further confirm that this Insurance Agency can comply with the insurance provisions as stated in the Insurance Requirements.

Insurance Agency: _____

Insurance Agent's Name (please print): _____

Insurance Agent's Signature: _____

Date: _____

Attachment C Proposal Certifications

Attachment C. Proposal Certifications

PROPOSAL CERTIFICATION A: Proposal Preparation Certification

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:

1. A signed Cost Proposal Sheet
2. All other data described in Request for Proposal
3. Statement that the proposal is valid for 120 days.

Printed Name of Authorized Representative and Title

Company Name

Signature of Authorized Representative

Date

Attachment C. Proposal Certifications

PROPOSAL CERTIFICATION B: Debarment, Suspension, Ineligibility and Voluntary Exclusion

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 certify, 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.

Printed Name of Authorized Representative and Title

Company Name

Signature of Authorized Representative

Date

Attachment C. Proposal Certifications

PROPOSAL CERTIFICATION C: 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

Company Name

Signature of Authorized Representative

Date

Attachment C. Proposal Certifications

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.)

Printed Name of Authorized Representative and Title

Company Name

Signature of Authorized Representative

Date

Attachment C. Proposal Certifications

PROPOSAL CERTIFICATION E: Disclosure of Potential Conflict of Interest

If any of the following have a financial or other substantive interest** with ChildCareGroup, a 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.

Printed Name of Authorized Representative and Title

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

Attachment C. Proposal Certifications

PROPOSAL CERTIFICATION F: Independent Price Determination

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

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

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

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

(b) Each person signing this bid certifies that:

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

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

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

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

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

ChildCareGroup Representative Signature	Title	Date
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