



REQUEST FOR PROPOSAL

Solicitation No. 2018-3

Case Management – Business Process Management System

Deadline for Proposal Submittal:

April 12, 2018 at 11:00 a.m. (Central Time)

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

Procurement Contact:

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

Technical Contact:

Allan Moy, Business Technology & Project Manager
214-631-1943
allanmoy@ccgroup.org

Mail or Deliver Complete Proposal Package To:

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

A Pre-Proposal Conference Call will be held on March 22, 2018 at 10:00am. Call-in number 605/475-6511 / Access Code: 446-1854

SOLICITATION SUMMARY

1 GENERAL DESCRIPTION

ChildCareGroup (“CCG”) is seeking to obtain competitive proposals from Vendors who can supply sufficient programming and software support resources to meet timelines and provide quality services as required by the scope of the work requested. The Vendor should demonstrate that it has sufficient experience and resources to maintain or improve the existing systems described in the section titled “**Scope of Work**”.

2 SCHEDULE OF EVENTS

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

- RFP Advertise Dates:.....March 6, 20118
- RFP Release Date:March 6, 2018
- Conference Call.....March 22, 2018 at 10:00am (Central Time)
- Deadline for Questions:.....April 5, 2018 at 12:00pm (Central Time)
- Proposal due Date and Time: .April 12, 2018 at 11:00am (Central Time)
- Evaluation Period:April 13-20, 2018
- Interviews:TBD
- Notice of AwardTBD

3 CONTRACT TERM

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

4 RECEIPT OF REQUEST FOR PROPOSAL DOCUMENT

If you obtained this RFP document by notification through a newspaper advertisement or you want to modify your contact information, please contact the Procurement Contact person identified on the front cover. Please include your complete contact information.

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 PROPOSAL SUBMITTAL

Proposal submittals can be made electronically or via mail/hand delivery. Proposals submitted via mail/hand delivery please affix the label below to the outside of the sealed 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 proposer must seal the contents of their proposal and affix this label on the sealed package before they place that package in the box or envelope provided by the delivery service.

Proposals submitted electronically must be done so by the designated due date and time. Electronic proposals can be submitted to Rochelle Ragas, CPPB, Procurement Manager at rragas@ccgroup.org.



CHILDCAREGROUP PROPOSAL SUBMITTAL LABEL

Proposal Number: 2018-3

Proposal Name: Case Management – Business Process Management System

Due Date and Time: April 12, 2018 at 11:00am (central time)

Company Name: _____

Contact Name: _____

Company Address: _____

Telephone Number: _____

7 NO PROPOSAL FORM

NO PROPOSAL INFORMATION FORM

SOLICITATION NO. 2018-3

SOLICITATION TITLE: Case Management – Business Process Management System

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

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

Please check all that apply:

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

Company Name:

Authorized Officer or Agent:

Telephone: _____ Facsimile Number: _____

or

Email: _____

PROPOSAL INSTRUCTIONS AND REQUIREMENTS

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

1 DEFINITIONS

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

2 CONTACT INFORMATION

It is the Proposer’s responsibility to obtain clarification of any information contained herein. Proposers must submit all questions or requests for clarification ONLY in writing and ONLY to the contact person identified on the Cover of this Request for Proposal. The Solicitation Number must be referenced in all correspondence pertaining to this Solicitation. Proposer contact with CCG personnel other than the designated Procurement Contact may be cause for proposal rejection.

3 ADDENDA AND CLARIFICATIONS

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

4 PROPOSAL PREPARATION

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

Contract, the Proposer shall provide its proposer or supplier with a properly executed resale certificate at the time of purchasing tangible personal property and/or taxable services that are to be resold to CCG under the Contract.

- 4.4 Acceptance of Specification Requirements: CCG will presume that the product or service offered complies with each requirement of the specifications unless indicated otherwise. If the product or service offered is different than specified, Proposer must note the difference on an attached document that details the exception(s) to specifications. Failure of the Proposer to make the required acknowledgements may cause the Proposal to be considered non-responsive, in the sole determination of CCG. Should any product be delivered or service performed which is not as the Successful Proposer has purported it to be in its Proposal, said Successful Proposer will be required to correct any deficiencies without additional cost to CCG.
- 4.5 Alternate Proposals: No Alternate Proposals will be considered. Only one proposal per Proposer.
- 4.6 Proposer Costs: Any costs that may be incurred to prepare responses, attend meetings, attend site inspections, provide requested follow-up information, make formal and informal presentations, and / or contract negotiations, if applicable, shall be the sole responsibility of the Proposer.
- 4.7 Confidential or Proprietary Markings: Any portion of the Proposal that Proposer considers confidential or proprietary information, or to contain trade secrets of Proposing Firm, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide CCG with a means to review the issues thoroughly and, if justified, request an opinion by the Texas Attorney General's office prior to releasing any information requested under the Public Information Act.

5 PROPOSAL FORMAT REQUIREMENTS

5.1 Overview

To facilitate and expedite the evaluation process, all information in the Proposal should be organized and presented as directed below. 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.

5.1.1.1 **Cover Letter**

Include an explicit statement indicating that the Proposer, if successful, will be the Prime Contractor for the Work.

5.1.1.2 **Table of Contents**

5.1.1.3 **Disclosure Statements**

5.1.1.3.1 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.

5.1.1.3.2 Proposers shall include in their response a statement affirming that no member of CCG, no official or employee of CCG, and no member of any commission, committee, board or corporation controlled or appointed by CCG has already received, in connection with or related in any way to this contract, or has been promised, in the event this contract is awarded to the

firm, any commission, finder's fee or other thing of value. In addition, the firm shall furnish a statement that identifies any member of CCG and any official or employee of CCG who, the firm has reason to believe, would or may be financially affected, whether affirmatively or negatively, and whether personally or through a spouse or other family member, if this contract were awarded to the firm. Upon request by CCG's Procurement Manager or an authorized agent thereof, the firm shall respond to any questions relating to the subject of this section.

5.1.1.4 **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

- 5.1.1.4.1 Introduction of the Proposer's company including history, location, qualifications, experience, main line of business, how business is organized (corporation, partnership, public, private, etc.), notable achievements, etc.
- 5.1.1.4.2 Overall summary regarding plans to meet CCG's requirements.
- 5.1.1.4.3 Proposers shall complete the form titled "Proposal Endorsement" included in this Solicitation. (Forms are available in "Proposal Response Forms" section)

Tab 2 –Personnel Structure/Qualifications of Staff

- 5.1.1.4.4 Detail in narrative form your company's approach or method in accomplishing the Scope of Work as described in the Specifications/Scope of Work section of this RFP.
- 5.1.1.4.5 Detail how your company will coordinate with CCG. Identify the extent and level of any support services you anticipate needing from CCG in the performance of any Contract resulting from this RFP. Provide your availability for telephone consultations with CCG regarding any of the services to be performed.
- 5.1.1.4.6 Detail any challenges you anticipate in the process of the types of situations outlined in the Specifications/Scope of Work section.
- 5.1.1.4.7 Detail, if applicable, how you will utilize in-house personnel or contract personnel to perform investigations.

Tab 3 - List of Exceptions / Substitutions / Clarifications / Additions

- 5.1.1.4.8 Although the Scope of Work include Project Requirements of the solicitation and represents CCG's anticipated needs, there may be instances in which it is in CCG's best interest to permit exceptions to requirements and accept proposed alternatives.
- 5.1.1.4.9 It is extremely important for the Proposer to make clear where exceptions, clarifications substitutions and/or additions to the Scope of Work, Special Provisions and General Terms and Conditions are taken and how substitutions shall be provided. CCG does not recognize strikeouts, deletions, or changes to Solicitation documents. Therefore, exceptions, conditions, clarifications and/or substitutions to the provisions of CCG's requirements must be clearly identified along with the proposed addition or modification. If the Proposer does not make it clear that an addition, exception or clarification is taken, CCG shall assume the Proposer is responding to and shall meet CCG's stated requirements.

5.1.1.4.10 Identify each exception, clarification, substitution and/or addition by specifically referencing the page number, section number, subsection number, item number or letter, and, if necessary, paragraph, or line number.

Tab 3 – Relevant Experience of Company and Samples of Past Work

5.1.1.4.11 Include a statement of compliance with the features and functionality listed in this RFP, with any exceptions or additions clearly specified.

Tab 4 - Reference List / Experience (Limit one page per reference)

5.1.1.4.12 Provide a list of five (5) different and most recent entities for which work has been completed. The reference list should include public entities for which work of similar scope and complexity has been completed by the Proposer. Include the following information:

- Company/Entity name
- Address
- Contact names
- Phone number
- Facsimile number
- Email addresses (if known)
- Brief description of work performed and how it is relevant to the Scope of Work in this solicitation. Also list any prime or sub consultant team members who worked on the referenced project that are also proposed for this solicitation's Scope of Work.

Tab 5 – Costs

5.1.1.4.13 Provide a total cost of the project including breakdown of design, development, post-implementation support services, and any additional costs

5.1.1.4.14 Hourly rates for additional post-implementation support services

5.1.1.4.15 Describe any licenses required and their associated costs

5.1.1.4.16 Specify any and all other anticipated or foreseeable costs for the three (3) additional one-year options, including projected updates, or any foreseeable maintenance fees, etc.

5.1.1.4.17 Total cost of project

5.1.1.4.18 Please provide, if applicable, any pro bono and/or volunteer services the respondent may provide.

6 SUBMITTAL OF PROPOSALS

6.1 **CCG will accept Proposals up to the Deadline for Proposal Submittal in hard copy or electronic form. CCG will not consider late proposals. All proposals submitted in response to this Solicitation shall become the property of CCG and will not be returned to the Proposer.**

6.1.1 **HAND DELIVERED/MAILED PROPOSALS:** Proposals must be signed, sealed in an opaque envelope or container, and delivered, via mail or hand delivery, to **CCG's Procurement Office, ATTN: Rochelle Ragas, Procurement Manager**. Unsigned, unsealed or late Proposals will not

be considered. **The Proposal submittal must be clearly marked with the Solicitation Number, Proposal Due Date and Time and addressed to the attention of the Procurement Department.**

ELECTRONIC PROPOSALS: Electronic proposals are to be submitted to **Rochelle Ragas, CPPB, Procurement Manager at 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 as required will be forwarded.

- 6.2 Proposer must provide all information requested in this Solicitation for a Proposal to be considered responsive.
- 6.3 All Proposers must organize their response in accordance with the instructions in the Proposal Format Requirements Section of this Solicitation.
- 6.4 The Solicitation is structured to elicit substantive responses to each question or statement of requirement. Responses such as "Comply" or "Acknowledge" with no explanation are strongly discouraged. Use of such terms will be taken to mean the Proposer agrees to fully comply with the section in the way intended by CCG.

7 PROPOSAL RECEIPT / EVALUATION OF PROPOSALS

- 7.1 Responses to this Solicitation (Proposals) become the exclusive property of CCG. Proposals will be opened by CCG so as to avoid disclosure of contents to competing Proposers and kept confidential or secret during the process of negotiation. **Proposals will not be publicly read.**
- 7.2 After Proposals are opened, they will be evaluated on the basis given in the Specifications/Scope of Work and as described in the "Evaluation Criteria" Section of this Solicitation. Until final award of a contract, CCG reserves the right to reject any or all proposals, to waive technicalities, or to proceed with a Contract for the services otherwise as deemed in CCG's best interest.
- 7.3 CCG reserves the right to request additional information from any or all Proposers and to conduct necessary investigations to determine (a) if the product and/or service offered meets CCG's requirements, (b) the quality and reliability of the Proposer's performance, and/or (c) to determine the accuracy of the proposal information. As part of said investigations, CCG may interview and/or visit companies or public entities listed as references.
- 7.4 CCG reserves the right to select any/all options that is/are determined to be in its best interests and at the sole discretion of CCG.

8 PROPOSAL AWARD

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

9 CONTRACT WITH CCG

9.1 CCG and the Proposer/Contractor 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.

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

9.2 Proposer 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.

9.3 Payment for services will be made within 30 days after receipt of a valid invoice or receipt of products / services in accordance with the specifications, whichever is later.

10 REJECTION OF PROPOSALS

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

11 WITHDRAWING PROPOSALS

11.1 Proposer, by submitting a proposal, warrants and guarantees that the proposal has been carefully reviewed and checked and that it is in all things true, accurate and free of mistakes. However, Proposers have a common law right to withdraw a proposal due to material mistake in the proposal.

11.2 Proposer must submit a request to withdraw a proposal in writing to the Procurement Manager. The written request to withdraw a proposal must state the reason for withdrawal and, if the request is made after deadline for proposal submittal, the details of the material mistake must be included in the request. A proposal for which withdrawal is properly requested prior to deadline for submittal will be returned to the Proposer unopened.

11.3 If the Proposer elects to withdraw its proposal and withdrawal is accepted by the Procurement Manager then the proposal will become null and void. The proposal will not be eligible to be reinstated.

END OF PROPOSAL INSTRUCTIONS AND REQUIREMENTS

EVALUATION CRITERIA

- 1 The evaluation criteria or elements listed below will be used to determine which proposal response is most advantageous to CCG. Said determination will be made in CCG's best interest, and shall therefore be considered final. Responses received to this solicitation will be evaluated based on the criteria and corresponding weight given in each evaluation category listed herein. The response to the requirements of the solicitation and Scope of Work as well as the proposed prices will be used in CCG's evaluation. CCG's evaluation team may consider feedback from references and/or CCG's direct experience with a proposer or a proposed sub-consultant as part of their evaluation process and consideration for scoring proposals. CCG's evaluation team reserves the right to shortlist proposers based upon scores/ratings received during the evaluation process.
- 2 Discussions may be conducted with 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.
- 3 The evaluation criteria are listed below in the order of their relative importance:
 - 3.1 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
 - 3.2 Work History and experience **(25 Points)**. This category will be evaluated based on:
 - Experience of the individual(s) selected to perform duties under this contract.
 - 3.3 Previous experience working with non-profit or similar organizations **(20 Points)**. This category will be evaluated based on:
 - Evidence of previous/current services provided to non-profit or similar organizations
 - Reference checks
 - 3.4 MBE/WBE/HUB entity **(10 Points)**. To claim points in this category firm must present evidence of certification by state/federal certifying agency.
 - 3.5 Cost of service/billing rate **(15 Points)**. This category will be evaluated based on the proposed cost of performing work as provided in the pricing proposal of each proposer.

END OF EVALUATION CRITERIA

SPECIFICATIONS/COPE OF WORK

INTRODUCTION / GENERAL OVERVIEW

CCG was established in 1901. Today, it provides a wide variety of early care and education services to children and their parents, as well as professional development programs to third-party child care providers in the community.

CCG is a private, nonprofit corporation and has been determined to be exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code. It is governed by a 25-member volunteer Board of Trustees. Administrative offices are located at 1420 W. Mockingbird Lane, Suite 300, Dallas, TX 75247.

RFP Intent

CCG is soliciting proposals from qualified proposers who can demonstrate experience in software development to offer an electronic case management - business process management (BPM) system. The proposed software solution will be used to help organize, streamline, and eliminate duplicated and unnecessary processes for the Child Care Assistance (CCA) program.

Selected proposer must exhibit the highest level of support in developing and/or coordinating efforts to utilize information from existing sources, while providing a quality, dependable, and reliable service, delivered in an accurate and timely manner.

The following information is provided to assist in understanding the preliminary scope of services needed to accomplish this project. A final scope of work will be developed between CCG and the selected proposer prior to approval of a final agreement.

Background

CCG manages the CCA program for Dallas County. The CCA program manages state and federal funds for child care services to low-income families, as well as quality improvement projects for child care providers. Funding for these programs comes from The United Way, State and Federal contracts, private donations, and contracts with other private and public entities.

CCA currently uses a software product called Workflow 2 (WF2). This software was developed through a previous contract with an outside software development team, and has served the needs of the CCA staff for a long period of time. WF2 was built as a way to utilize information from The Workforce Information System of Texas (TWIST), a central database created by the Texas Workforce Commission (TWC) that gives statewide agencies a single point of access to child care, work assistance, and job training and placement information residing on a variety of state legacy systems.

WF2 is a fully integrated system for family case and child care provider management, that, when used properly, is proven to increase productivity, improve work, quality and minimize fraud. Some key features of WF2 include virtual management of work, document imaging, tracking of action steps, and assignment of work, among others.

Though WF2 has served the CCA program well, it is a software solution that is built on aging, unsupported technologies, and so it has become evident that now is the time to develop a new product that can take its place. CCG is looking to partner with a vendor that can demonstrate the highest level of support in creating and/or coordinating efforts to utilize information from existing sources, while providing a quality, dependable, and reliable service, delivered in an accurate and timely manner.

1 SCOPE OF WORK

The proposed solution will be used by CCA Eligibility Caseworkers who each manage 450-500 cases per day, and by CCA Provider Services staff, who work with as many as 1000 child care providers.

The system should be a fully integrated solution that provides a holistic approach to family case and child care provider management, and must be robust enough to handle hundreds of thousands of

requests, document uploads, scans, and attachments that are received regularly from parents and child care providers. It should have the ability to track all incoming requests from customers to allow staff and management to oversee and analyze needs, see gaps in service delivery, and redirect resources to specific areas.

The proposed system may be a custom-developed solution or an existing third-party solution that is able to be tailored to meet the specific needs of the CCA program as detailed in this scope of work. It should include the functionality of a relational database, case management, document management, and document imaging systems, and must be able to accommodate up to 90 concurrent local and remote users at the CCA program's main Dallas location and at other Workforce Board locations in Dallas County, through a secure network connection.

Software requirements that should be met in order for a bid to qualify as responsive are listed below.

1.1 System Functionality and Features:

A. Languages

The proposed solution will be produced in English

B. General functionality

1. Configurable workflow process mapping
2. Document imaging, storage, and management
3. Communications with staff and clients
 - i. Email directly from within application
 - ii. Send alert messages via:
 - Voice
 - Text
 - Email
4. Ability to import or attach documents via multiple means
 - ii. Drag-and-drop
 - iii. File import
 - iv. Scan and OCR
 - OCR
 - Barcode
 - QR Code
 - v. Print to
 - vi. Save as
 - vii. Bulk import
5. Custom forms creation
 - viii. Automated imports and workflow integration using predefined templates
6. Real-time search by
 - ix. Document type
 - x. Content
 - xi. Creator
 - xii. Date
 - xiii. Keyword
 - xiv. Tags and metadata
7. Integrated digital signature capability
8. Capability to view history and audit all user activities
9. Administrator control of user roles and permissions
10. Scheduling items for actions on specific dates
11. Ability to escalate actions and schedule alerts based on specified criteria
12. Ability to reassign work to different users on demand or at scheduled intervals
13. Real-time dashboards for pending work requests
14. Ability to create bulk work requests and assignments
15. Virtual work boxes and dashboard date aging—timers prioritize work and move requests based on priority

16. Ability to set custom priority settings per type of work request
17. Ability for management to have real-time views of employee work for any location
18. Option to enable record locking to prevent inconsistent results when multiple users simultaneously view the same record

C. Security and backup

1. Must meet all TWC requirements, plus the following:
 - i. Forward facing elements must meet Section 508 web accessibility standards, specifically Texas Rules 1TAC 206 and 1TAC 213 on Accessibility, and WCAG 2.0 Level AA
 - ii. Hosting through a physically secure facility that meets minimum requirements of SOC 2 / SOC for Cybersecurity, and must provide Security Principals with the Common Criteria (TSP Section 100)
 - iii. Hosting should be certified for such programs as the Federal Information Security Modernization Act (FISMA), Federal Risk and Authorization Management Program (FedRAMP), Health Insurance Portability and Accountability Act (HIPAA), Payment Card Industry Data Security Standard (PCI DSS) Level 1, or other key compliance programs.
 - iv. Provide daily off-site backups with High Availability (HA) and data encryption
2. Encrypted local and remote access
 - i. Implement two-factor authentication (2FA) to further ensure prevention of cyberattacks or data breaches
3. Security roles and permissions including APIs to allow vendor partners to securely share data

D. Integration with other software programs

1. Ability to export information from the TWIST database and import into the proposed system to generate work items
2. Interface with existing program websites such as the CCA Web Portal (cca.childcaregroup.org)
 - i. Requests submitted via the respective websites generate work item in proposed system
3. Integration with Interactive Voice Response (IVR) systems to:
 - i. Make calls to a group of parties to provide an IVR interaction (the campaign)
 - ii. Import a campaign configured using a list of numbers stored in a CSV input file
 - iii. Pull a date, then generate and close a work item
4. Integration with Microsoft Office, Adobe Acrobat, and other standard software or file formats
 - i. Export to .doc, .xls, .pdf, .jpg formats, etc.
 - ii. Import .doc, .xls, .pdf, .jpg, etc. formats (including drag-and-drop capability)

E. Management and Reporting

1. Built-in reporting tools
 - i. Boilerplate and custom reports
 - ii. Reports, dashboards, and data, prepared for analysis, analytics, and models
 - iii. Tracking of performance-based goals, metrics, and analysis
 - iv. Customizable metrics and data elements

F. Funds Recoupment

1. Customer lookup
 - i. View customer information and add documentation – export from TWIST and import into new system
 - ii. Ability to see if the customer has an active referral in TWIST
2. Data entry
 - i. Comment area to document reason for the recoupment
 - ii. Case flag set up – Suspected fraud

- iii. Enter the reason for the recoupment/violation type
 - iv. Enter the amount owed and the date collections became active
 - v. Add payment plan due dates and reminder dates
 - vi. Enter payments as they are received, assign a unique payment number to each payment, and show a declining balance
3. Forms and reports
- i. Generate collection notices based on due dates
 - ii. Print and email receipts
 - iii. Run statistical reports

G. Archiving

1. Automatic service to manage archiving and destruction process
 - i. Runs on schedule (i.e. daily, weekly, monthly)
 - ii. Searches among non-archived records that do not have non-destruction flag set, and based on business rules, selects records necessary for archiving
2. Searchable by Customer name, Provider name, TWIST ID, License Number, SSN, EIN, date
3. Ability to flag items for non-destruction
4. Ability to comment or modify information
 - i. Track changes by user
 - ii. Track changes by date
5. Forms and reports
 - i. Run statistical reports
 - ii. Export data as .xls, .csv, .pdf

1.2 Software Specifications:

A. Architecture and core technologies

1. Web-based, responsive design, with option for local installation
2. Hosted environment with 99.5% uptime
 - i. Single-Tenancy option
 - ii. Multi-Tenancy option
 - iii. Hybrid-Tenancy option
3. Utilization of modern framework
4. Development and staging environments managed by distributed source control to support multiple development projects/solutions, multiple testing environments, and multiple development environments
5. Scalable and modifiable

1.3 Services

A. Systems Analysis

Vendor will work with CCA staff to define and document the specific features and functionality of the system, toward providing a sound proposal for a solution that will incorporate those features and functionality. To the extent that CCG possesses information related to its existing system, such information may be used as a basis of the new system.

B. Database Design and Implementation

Vendor may utilize CCG's existing database(s) to integrate into the system. This should be designed and implemented to work with a relational database to support the information requirements of the system.

C. System Design and Development

The Vendor is to develop the system, incorporating the operational logic necessary to execute the required functions. The Vendor will design and implement interfaces for all operational and administrative activities, as required. For custom-developed solutions, CCG will maintain a perpetual and unrestricted license to the system and

corresponding code developed through this project.

D. **Project Management**

The Vendor is to ensure that the project is completed on schedule and will regularly update the CCG Project Manager of the project status.

E. **System Documentation**

For custom-developed solutions, the Vendor should provide reasonable documentation of the code, including all development tools, such that CCG personnel can maintain and extend it. Third-party solutions should offer documentation and information to enable CCG personnel to effectively utilize the system and have setup and usage information readily available.

F. **System Testing and Verification Plan**

In conjunction with CCG, the Vendor will develop a plan for system testing and acceptance. System testing must include testing of functionality, and security and vulnerability to attack or hacking. Minimal load testing of the system is also required to confirm the system will adequately support a set number of concurrent users.

G. **User Guide and Training**

The Vendor is to provide sufficient training documentation and services, as defined by CCG, allowing staff users to effectively operate the system. Instructional materials should be developed and supplied to CCG prior to implementation. CCG will be responsible for final design and distribution of marketing and instructional materials to provide to users.

H. **Confidential Information / Experience**

Due to the confidential information contained in the system, the Vendor **must provide** at least three (3) years of verifiable experience regarding past secure software and web development and installation.

I. **Licensing**

Any licenses required must be included in the original cost of the quote. For custom-developed solutions, CCG will maintain an irrevocable license to the developed solution.

J. **Warranty**

Detail any warranty provisions provided with the Vendor's software development services.

1.4 Vendor Submittals (must be included in response)

A. **Experience**

1. Include accreditation/ certification status, where applicable, and appropriate documentation.
2. Include resumes of any team members to be assigned to this project **and clearly indicate the project coordinator.**

B. **Scope of Work**

Quotes must contain a description of what the Vendor will provide and a brief description of the tools and techniques used. Include assumptions used to develop the scope of work as well as descriptions of any enhancements or additional services or qualifications the Vendor will provide not mentioned in this RFP.

C. **Compliance Statement**

Include a statement of compliance with the features and functionality listed in this RFP, with any exceptions or additions clearly specified.

D. **Costs**

Include a budget. In the budget, break out the costs for the following items:

1. License Costs – Describe any licenses required and the cost
2. Analysis/Development-the cost of consulting services to design, develop, and install the application for CCG
3. Hourly rates for additional post-implementation support services
4. Specify all other anticipated or foreseeable costs for the 3 years following implementation, including projected software updates, or any foreseeable maintenance fees, etc.
5. Total cost of project

SPECIAL PROVISIONS

1 CONTRACT TERM

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

END OF SPECIAL PROVISIONS

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

21. **NO PROHIBITED INTEREST**: Proposer acknowledges awareness of the state laws, CCG bylaws and procurement guidelines and regarding conflicts of interest and agrees to comply with each. No officer, employee or agent of CCG shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by state/federal laws governing CCG., that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined herein.
22. **DELINQUENT TAXES**: Any person, firm, or corporation that is in arrears to a federal/state entity for delinquent taxes or otherwise, will not be recommended for award of any proposal until the arrearage has been cleared in writing and documentation forwarded to CCG. If a proposer becomes delinquent while a contract is in force, payment for goods or services provided to CCG under said contract or purchase order may be withheld until the arrearage has been cleared and written documentation forwarded to CCG.
23. **MINIMUM STANDARDS FOR RESPONSIBILITY**: A proposer must affirmatively demonstrate responsibility. CCG may request representation and other information sufficient to determine proposer's ability to meet the minimum standards including but not limited to, the following:
- A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Ability to comply with the required or proposed delivery schedule;
 - C. Have satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics;
 - E. Be otherwise qualified and eligible to receive an award.
24. **AWARD OF CONTRACT**: CCG reserves the right to award single or multiple contracts for the goods or services as stated herein. Furthermore, CCG reserves the right to take administration costs into consideration when awarding multiple contracts.

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

- A. The purchase price;
 - B. The reputation of the proposer and of the proposer's goods or services;
 - C. The quality of the proposer's goods or services;
 - D. The extent to which the goods or services meet CCG's needs;
 - E. The proposer's past relationship with CCG;
 - F. The impact on the ability of CCG to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - G. The total long-term cost to CCG to acquire the proposer's goods or services;
 - H. Any relevant criteria specifically listed herein or in the contract documents.
25. **ACCEPTANCE**: Proposer agrees that acceptance of any or all items by CCG shall be binding upon proposer. Proposer shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by CCG to provide such goods and services.
26. **CONTRACT PERIOD**: Unless otherwise stated in the specifications contained herein, the contract period for the proposal will be for one (1) year upon CCG approval, with three (3) optional one (1) year renewal periods if agreeable to both parties.
27. **NONDISCRIMINATION**: During the term of any contract resulting from this RFP, the Vendor agrees, assures and certifies that, except as permitted by law, the Vendor shall not discriminate on

the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition include the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, the selection or retention of employees and subcontractors and the procurement of materials and equipment.

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

37. **INSURANCE**: CCG requires proposer(s) to carry the minimum insurance of \$1,000,000 as required by the greater of the requirements contained in state laws or the insurance requirements contained in the Special Provisions herein.
38. **PRICE ESCALATION**: Unless otherwise stated in the Special Provisions or specifications herein, prices must remain firm for the initial term of the contract. The contracted proposer may request an adjustment at the time of contract renewal by submitting a request in written form to the Procurement Manager. The basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted proposer shall provide CCG with copies of the appropriate indices for verification purposes. CCG reserves the right to approve or reject any and all requests for price escalations.
39. **PRICE REDUCTION**: If during the life of the contract, the contracted proposer's net prices to other customers for the same goods or services are lower than CCG's contracted prices, an equitable adjustment shall be made in the contract price in favor of CCG.
40. **INDEMNITY**: The proposer agrees to release, defend, indemnify and hold harmless CCG, its officers, agents and employees from and against any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct whether intentional or unintentional or any negligent act, omission, or fault of the successful proposer, or of any agent, employee, authorized representative, subcontractor, or supplier in the execution of, or performance under this contract or any contract which may result from the proposal and the proposer so agrees upon the submission of the proposal. The proposer must deliver, if so requested by CCG, a written release of all liens or other proper evidence of same, to the satisfaction of CCG prior to the issuance of final payment by CCG.
41. **PATENT RIGHTS**: Proposer agrees to release, defend, indemnify, and hold harmless ChildCareGroup from and against any claim involving patent right infringement or copyright infringement on goods or services supplied to CCG.
42. **PROTESTS**: All protests regarding the solicitation process must be submitted in written form to the Procurement Manager within five (5) working days following the opening of proposals. This includes all protests relating to legal advertisements, deadlines, proposal openings, and all other related procedures under State law, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained in the solicitation or contract documents.
- Post-award protests must be submitted in written form to the Procurement Manager within five (5) working days after award. The protest must include, at a minimum, the name of protester, proposal number or description of goods or services, and a statement of the grounds for protest. The Purchasing Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if credible data becomes available that was not previously known, or if there has been an error of law or regulation.
43. **TERMINATION FOR DEFAULT**: ChildCareGroup reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of CCG in the event of breach or default of this contract. CCG reserves the right to terminate the contract immediately in the event the contracted proposer fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes CCG to award the contract to another proposer, or purchase from an alternate source, and charge the full increase in cost to the defaulting contracted proposer.

44. **TERMINATION FOR CCG CONVENIENCE**: Whenever CCG, in its discretion, deems it to be in CCG's best interests, it may terminate this contract for CCG's convenience. Such termination shall be effective thirty (30) days after CCG delivers written notice of such termination for convenience to the contracted proposer. Upon receipt of such notice from CCG, proposer shall not thereafter incur, and CCG shall have no liability for, any costs under this contract that are not necessary for actual performance of the contract between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, CCG shall have no liability to proposer for lost or anticipated profit resulting therefrom.
45. **VENUE**: The validity of the contract and of any of its terms or provisions, as well as the rights and duties hereunder or the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Dallas County, Texas.
46. **DETERMINATION OF NON-RESPONSIBLE PROPOSER**: CCG may disqualify a proposer as non-responsible and its proposal shall not be considered for reasons including, but not limited to, the following:
- A. Reason for believing collusion exists among proposers.
 - B. Where the proposer, any subcontractor, supplier, or the Surety on any bond given, or to be given, is in litigation with CCG, or where such litigation is contemplated or imminent, in the sole opinion of CCG.
 - C. The proposer being in arrears on any existing contract or having defaulted on a previous contract.
 - D. Lack of competency, in the judgment of CCG, as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, information provided on proposer's financial statement and questionnaires.
 - E. Uncompleted work or other projects that, in the judgment of CCG, will prevent or hinder the prompt completion of the work if awarded.
 - F. Where the proposer, or subcontractor thereof, in the judgment of CCG, has failed to perform in a satisfactory manner on a previous contract.
 - G. Where a proposer or subcontractor thereof has failed to disclose a potential conflict of interest or is discovered to have a conflict of interest under federal law, state law, or CCG's bylaws.
 - H. Where a proposer, its subcontractor, or individual officer/principal of the proposer or subcontractor is under criminal indictment or been convicted of a criminal offense.
47. **DETERMINATION OF NON-RESPONSIVE PROPOSAL**: CCG may disqualify a proposal as non-responsive and it shall not be considered for reasons including, but not limited to, the following:
- A. The proposal shows any omissions, alterations of form, additions, or conditions not called for, or irregularities of any kind, in the sole determination of CCG.
 - B. Proposal received after the time limit for receiving proposals.
 - C. Proposal was not signed.
 - D. Unbalanced value of any items.
 - E. Improper or insufficient proposal guaranty, if required.
 - F. Proposal did not meet specifications.
 - G. Proposal did not contain all requested/required documents, submittals and/or samples.

END OF GENERAL TERMS AND CONDITIONS

PROPOSAL RESPONSE FORMS

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

FROM: _____
NAME OF PROPOSER

1 INSURANCE REVIEW VERIFICATION

1.1 Does the proposer currently carry the insurance coverage as specified in the Special Provisions?

Yes No

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

Yes No

2 PROPOSAL ENDORSEMENT FORM

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

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

PROPOSAL FOR SOLICITATION NO. 2018-3

SUBMITTED BY:

(OFFICIAL NAME OF PROPOSING FIRM)

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

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

(Typed or Printed Name)

(Title)

(Mailing Address)

(City, State, Zip Code)

(Email)

(Telephone Number)

(Date Signed)

PROPOSAL CERTIFICATION A

The undersigned Authorized Representative hereby certifies as follows:

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

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

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

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

Printed Name of Authorized Representative and Title

Company Name

Signature of Authorized Representative

Date

PROPOSAL CERTIFICATION B

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

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

The prospective recipients of Federal assistance funds certifies, by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

Authorized Representative and Title

Company Name

Signature of Authorized Representative

Date

PROPOSAL CERTIFICATION C

STATEMENT REGARDING DRUG FREE WORKPLACE

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

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

Printed Name of Authorized Representative and Title

Offeror’s Company Name

Signature of Authorized Representative

Date

PROPOSAL CERTIFICATION D

SUBMISSION CERTIFICATION

On behalf of the Offeror:

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

Printed Name of Authorized Representative and Title

Company Name

Signature of Authorized Representative

Date

PROPOSAL CERTIFICATION E

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

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

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

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

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 if consanguinity = great grandfather, great grandmother, uncle, aunt, brother or sister’s son or daughter, great grandson, great granddaughter

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

PROPOSAL CERTIFICATION F

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

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

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

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

(b) Each person signing this bid certifies that:

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

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

(b)(2)(1) And as their agent does hereby so certify; and he or she has not participated, and will not 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
-------------------------------------	-------	------

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
---	-------	------

Note: ChildCareGroup and Offeror will execute this Certification of Independent Price Determination.