REQUEST FOR PROPOSALS (RFP)
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
for
Early Childhood Curriculum

RFP No. # NCT-2017-08
Issued: 3/2/2017

PROPOSAL SUBMISSION DEADLINE:
*******March 22, 2017 by 12:00 PM Local Time *******
NO LATE PROPOSALS WILL BE ACCEPTED

<table>
<thead>
<tr>
<th>RESPONSES SHALL BE DELIVERED TO:</th>
<th>RESPONSES SHALL BE MAILED TO:</th>
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<tr>
<td>NCTCOG</td>
<td>NCTCOG</td>
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<td>ATTN: North Texas SHARE</td>
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<td>616 SIX FLAGS DRIVE</td>
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<tr>
<td>ARLINGTON, TEXAS 76011</td>
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FOR ADDITIONAL INFORMATION REGARDING THIS RFP PLEASE CONTACT:
North Texas SHARE
NorthTexasSHARE@NCTCOG.org
817-695-9149 (Phone)

RETURN THIS COVER SHEET WITH RESPONSE TO:
NCTCOG
Attn: North Texas SHARE
616 SIX FLAGS DRIVE
ARLINGTON, TEXAS 76011

NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSAL:
Proposer: ________________________________
Address: ________________________________
City: _______________ State: _______________
Zip Code: ________________________________
Contact Person: ___________________________
Phone: __________________________________
Fax: ____________________________________
Signature: ________________________________
Printed Name: _____________________________
E-mail Address: ____________________________

Acknowledgment of Addenda: #1_____ #2 _____ #3 _____ #4 _____ #5 _____

NOTICE TO PROPOSER: ANY FURTHER INFORMATION OR AMENDMENTS TO THIS SOLICITATION SHALL BE POSTED ON THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS’ (www.nctcog.org/aa/RFP.asp) AND NORTH TEXAS SHARE (www.NorthTexasSHARE.org) WEBSITES. AMENDMENTS SHALL NOT BE FAXED, EMAILED OR MAILED. IT IS THE PROPOSER’S RESPONSIBILITY TO CHECK THE WEBSITE FOR ANY SOLICITATION CHANGES DURING THE RFP RESPONSE TIME.
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SECTION 1 - OVERVIEW

1.01 NCTCOG OVERVIEW The North Central Texas Council of Governments (hereafter NCTCOG) is a voluntary association of, by, and for local governments and was established to assist local governments in planning for common needs, cooperating for mutual benefit and coordinating for sound regional development. NCTCOG serves a 16-county metropolitan region centered around the two urban centers of Dallas and Fort Worth. Currently the Council has 238 members, including 16 counties, 169 cities, 22 independent school districts, and 31 special districts. The area of the region is approximately 12,800 square miles, which is larger than nine states, and the population of the region is over 6.2 million, which is larger than 35 states. A list of all NCTCOG member entities has been provided as Exhibit A.

The North Central Texas Council of Governments (NCTCOG) serves as the Administrative Entity and Grant Recipient for the North Central Texas Workforce Development Board, dba Workforce Solutions for North Central Texas (WSNCT). The North Central Texas Workforce Board, comprised of community representatives appointed by local elected officials, sets the strategic direction and provides policy guidance and oversight of the programs delivered by Workforce Solutions for North Central Texas. NCTCOG is responsible for the administration of approximately $64 million in state and federal funds and provides a variety of services to employers and job seekers through a network of Workforce Solutions for North Central Texas Workforce Centers in the North Central Texas 14 county workforce development area (Collin, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell and Wise counties). Workforce Solutions for North Central Texas currently has agreements with over 650 child care providers (child care centers, registered and licensed home care) and provides subsidized child care services to over 5,100 children per day. Please visit www.dfwjobs.com for more information about our services.

NCTCOG operates North Texas SHARE (SHARE), a shared services program, as a benefit to other governmental entities. SHARE is a collaboration in the procurement of goods or services for the aid of participants. NCTCOG intends to make the contract resulting from this procurement available to other governmental entities through SHARE. Please consider the potential collective purchasing volume when providing pricing.

1.02 PURPOSE OF RFP

NCTCOG is seeking quotes for comprehensive, research-based, and validated Infant, Toddler, and/or Preschool curricula that would provide teachers a structural tool that is necessary for creating an intentional and developmentally-orientated structure to classroom instruction. The curricula must address the following areas:

- Address scope and sequence as it relates to comprehensive learning domains, well-designed learning activities, intentional teaching, ongoing assessment, and family involvement; and
• Address initial and ongoing professional development for Early Childhood Educators using the curriculum in an Early Childhood educational setting.

The curricula will allow child care providers licensed or registered by the Texas Department of Family and Protective Services to meet and comply with associated Child Care Licensing Minimum Standards and Texas Rising Star (TRS) Provider Certification Guidelines.

Selected respondents may be required to attend a curriculum fair hosted by NCTCOG for child care providers participating in the TRS program in the Workforce Solutions for North Central Texas (WSNCT) board area. The curriculum fair is scheduled for May 19, 2017 at North Central Texas Council of Governments. Only three vendors will be selected for this event. The vendors targeted to participate in this event are those who provide curriculum for ages 3-5; however, WSNCT plans to purchase curriculum from all selected vendors on an as-needed basis for all age groups as a result of this procurement.

Vendors selected to participate in the curriculum fair will provide a 1.5 hour presentation of their curriculum at this event. The child care provider attendees will be given the option to select a vendor once all of the presentations are complete. NCTCOG will purchase curriculum based on the child care provider’s choice. NCTCOG is expecting 30-40 child care providers to be present at this event. The selected vendors will also be expected to provide a training session on a separate date on the use of the curriculum to the TRS providers at a location in the North Central Texas region. The training must be conducted within 60 days of the date of purchase.

1.03 CONTRACT INTENT NCTCOG intends to contract with one or more qualified Proposer(s) based upon the qualifications of the Proposer, the quality of products, and the types of services provided. This will create a pool of Vendor(s) able to supply Infant, Toddler, and/or Preschool curriculum as needed.

The selected Proposer will enter into a three (3) year Contract for services with NCTCOG. At the end of the initial three (3) year contract, and at the discretion of NCTCOG, the Master Contract may be extended with two (2), one (1) year renewals. The total term of the Master Contract shall not exceed five (5) years. Any extension beyond the initial three (3) year period will be subject to NCTCOG approval.

1.04 CONTRACT MANAGEMENT AND REPORTING The Contractor will be required to track and report to SHARE on activities relating to the Master Contract. The Contractor will be required to provide management reports to NCTCOG on a quarterly basis with the submission of the administrative fee outlined in 1.05. Examples of management reports include, but are not limited to:

• Participating Entity’s name; pricing option chosen; total fee charged. NCTCOG and Vendor will agree to form and content of reports after award of contract.

1.05 REMUNERATION NCTCOG intends to make the contract resulting from this procurement available to other governmental entities through its SHARE Program. Vendors realize substantial efficiencies through their ability to respond to a SHARE solicitation and RFP that will increase their sales opportunities. From these efficiencies, vendors pay an administrative fee to SHARE calculated as a percentage of sales processed through the SHARE contracts awarded and held by the vendor. This administrative fee is not an added cost to SHARE participants. This administrative fee covers the costs of contract marketing and facilitation and offsets expenses incurred by SHARE.

NCTCOG will utilize an administrative fee, in the form of a percent of cost, that will apply to all contracts between awarded Contractor and NCTCOG or Participants resulting from the RFP. The administrative fee will be remitted by the Contractor to NCTCOG on a quarterly basis, along with required quarterly
reporting. The remuneration fee for this program will be 1% on sales.

1.06 WRITTEN QUESTIONS Proposers will have until the date and time outlined in Section 2.06 of this RFP to submit in writing all questions regarding this RFP. NCTCOG will answer the questions in a Question and Answer Document posted as an addendum to this RFP.

Only answers provided in writing by NCTCOG shall be considered official. Information in any form other than the materials constituting this RFP, the Question and Answer Document, and any RFP Addendum, shall not be binding on NCTCOG.

All questions submitted to NCTCOG must be submitted to NorthTexasSHARE@nctcog.org using the following format:

<table>
<thead>
<tr>
<th>Question</th>
<th>RFP Section</th>
<th>Paragraph #</th>
<th>Line #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sender Name/Title:</td>
<td></td>
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<td></td>
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<tr>
<td>Sender Company:</td>
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<td>Sender Mailing Address:</td>
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<td>Sender Email:</td>
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<td>Sender Questions</td>
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SECTION 2 – PROPOSAL FORMAT

2.01 ADMINISTRATIVE GUIDANCE The information provided herein is intended to assist Proposers in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested Proposers with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a submission’s content or to exclude any relevant or essential data there from. Proposers are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFP.

2.02 BUSINESS PLAN Business Plans must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections:

Tab A LETTER OF TRANSMITTAL. The letter of transmittal must be limited to two pages, and must contain:
1. Proposer’s name and any assumed names
2. Physical and mailing address
3. A brief statement of the Proposer’s understanding of the work to be done and a summary of its Proposal
4. The names, titles, addresses, email addresses and telephone numbers of the primary contact and other individuals authorized to make representations on behalf of the Proposer
5. A statement that the person signing the transmittal letter is authorized to legally bind the Proposer
6. A statement that the Proposal will remain in effect until a contract has been finalized and a Purchase Order has been issued by NCTCOG to the Awarded Contractor
7. Signature of person(s) authorized to legally bind the Proposer

Tab B TECHNICAL PROPOSAL. This section should constitute the major portion of the proposal and
must contain a specific response to items identified below and to all requirements detailed in Section 1. **Proposers must indicate specific examples of how they can meet each requirement.** Failure to provide written response to items indicated will be interpreted by the NCTCOG as an inability by the Proposer to provide the requested service or function.

Using *Exhibit B-Scope of Services*, the Proposer should complete a separate page for each age group package being quoted if any information differs between packages. If the information is the same for all age group packages being quoted, one page is sufficient. The Proposer must:

1. Include descriptions of appropriate and sufficient materials for each age group package being quoted and ensure that the contents meet the Infant, Toddler, and Three-Year-Old Early Learning Guidelines, the Texas Prekindergarten Guidelines, and/or the Texas Rising Star (TRS) Provider Certification Guidelines for the contents of each age group package.
2. Describe the comprehensive training options available for each Child Care Provider staff for each age group package included in your proposal. Please provide information regarding individualized, small group, and large group training opportunities for ongoing professional development regarding the curriculum.
3. Include permissions/restrictions to duplicate materials, teacher guides, workbooks, forms and templates, if applicable, for use in multiple classrooms within a single child care provider’s facility.
4. Specify the availability of and replacement process for materials, if needed after the initial purchase.
5. Include samples of the curricula for evaluation purposes.
6. Submit quotes for the age group(s) proposed in response to this RFP.

**Tab D REFERENCES.** Include at least three references from customers who have used services in the past two years that are similar to those requested by the NCTCOG. Please include the organization’s name, address, phone number and a contact person for each reference. NCTCOG reserves the right to contact or visit any of the Proposer(s)’s current and/or past customers to evaluate the level of performance and customer satisfaction.

**Tab E KEY PERSONNEL.** Attach resumes for all key personnel who will be involved in the management of the delivery of services under this RFP. Provide a general explanation and chart which specifies project leadership and reporting responsibilities, and how the team will interface with NCTCOG and Participating Entities project management and team personnel. Designate specific contact person(s) for the following:
- Project Manager
- Program Manager
- Procurement Manager
- Contract Manager

**Tab F AFFIRMATIVE ACTION PLAN.** Include a copy of your affirmative action plan provided as reference of this RFP for review. If your agency does not have an affirmative action plan, state that it is not applicable to your proposal.

**Tab G REQUIRED DOCUMENTS.** Please include signed copies of the following documents (if applicable).

1. Instructions for Proposal Compliance and Submittal (Attachment I)
2. Cost Proposal

The Cost Proposal provided as Exhibit D of this RFP shall be completed and submitted in a separate sealed envelope.

2.04 RFP Submission

Please submit one physical copy and one electronic copy (on compact disk or USB flash drive) of your response no later than 12:00 PM CDT, Wednesday, March 22, 2017. Mark outside envelope “Sealed Proposal – Early Childhood Curriculum NCT# 2017-08” and send to:

North Central Texas Council of Governments
North Texas SHARE
616 Six Flags Drive, CP II
Arlington, TX 76011

Fax, emailed or late proposals will be ineligible and not accepted for consideration.

It is the responsibility of the Proposer to ensure that the proposal is received in NCTCOG’s office by the designated due date and time. NCTCOG assumes no responsibility for delays caused by postage, mail courier deliveries, email delays or any other form of delivery.

Proposal information is restricted and not publicly available until after award of a contract. All documents associated with the RFP, unless the Proposer indicates a portion of the proposal is proprietary, will be subject to public inspection in accordance with the Public Information Act. All information obtained in the course of this RFP will become property of the NCTCOG.

Proposals will be publicly opened at 2:00 PM CDT on Wednesday, March 22, 2017 in the Large Workforce Conference Room of NCTCOG offices. Only the names of the Proposer will be read aloud. No other information will be disclosed at this time.

2.05 Issuing Office and RFP Reference Number

The North Texas SHARE program of NCTCOG is the issuing office for this RFP and all subsequent addenda relating to it. The reference number for the RFP is NCT# 2017-08. This number must be referenced on all proposals, correspondence, and documentation relating to the RFP.

2.06 Solicitation Schedule

The schedule for the RFP process and the work is given below. All times indicated are Central Standard Time (CST). NCTCOG may change this schedule at any time through the NCT-2017-08
addenda process. It is each Proposer’s responsibility to check the website question and answer area for this RFP for current information regarding this RFP and its Calendar of Events through award of the Contract. NCTCOG (www. nctcog.org/aa/RFP.asp) or North Texas SHARE (www.NorthTexasSHARE.org)
The anticipated schedule is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued</td>
<td>March 2, 2017</td>
</tr>
<tr>
<td>Pre-Proposal Conference</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Inquiry Period Ends</td>
<td>3/17/2017 5:00PM</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>3/22/2017 12:00PM</td>
</tr>
<tr>
<td>Interviews (if applicable)</td>
<td>Click here to enter a date.</td>
</tr>
<tr>
<td>Anticipated Award</td>
<td>April 2017</td>
</tr>
<tr>
<td>Anticipated Start Date</td>
<td>May 2017</td>
</tr>
</tbody>
</table>
SECTION 3 – PROPOSAL EVALUATION AND AWARD

3.01 PROPOSAL EVALUATION CRITERIA  The criteria to be used to evaluate submissions are as follows:

NCTCOG intends to award multiple vendors to provide these services and will be with responsible bidders whose submissions are determined to be most advantageous to NCTCOG, with price and other factors considered. Submissions must receive a minimum score of 80 to be considered for award and will be added to a Vendors list. Placement of you on our list of eligible vendors does not commit NCTCOG to use you as a vendor. NCTCOG will contact the appropriate vendor(s) to arrange the needed services. Additional information may be requested at that time.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weighting</th>
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<tbody>
<tr>
<td>1. Scope and Sequence –Proposals will be scored based on evidence of scope and sequence, as it relates to comprehensive learning domains, specific learning goals, well-designed learning activities, intentional teaching, ongoing assessment, and family involvement.</td>
<td>30%</td>
</tr>
<tr>
<td>2. Alignment with the Infant, Toddler, and Three-Year-Old Early Learning Guidelines, the Texas Prekindergarten Guidelines, and/or the Texas Rising Star Guidelines –Proposals will be scored based on evidence of alignment of the proposed curricula to the Infant, Toddler, and Three-Year-Old Early Learning Guidelines, the Texas Prekindergarten Guidelines, and/or the Texas Rising Star Guidelines for curriculum.</td>
<td>30%</td>
</tr>
<tr>
<td>303. Initial and Ongoing Professional Development –Proposals will be scored based on quality of services provided for the initial and ongoing professional development for Early Childhood Educators for the use of the curriculum in an Early Childhood educational setting.</td>
<td>20%</td>
</tr>
<tr>
<td>4. Cost Effectiveness (Cost Reasonableness) –All proposals will be rated for overall cost reasonableness and effectiveness. Areas to be scored in relation to cost effectiveness include: sustainability of the items purchased versus perishable items, how much of the curriculum meets the corresponding learning guidelines, and the number of hours the user can obtain in professional development. In addition to the overall cost of the curriculum, the proposal must also address the availability and replacement process for materials, if needed after an initial purchase.</td>
<td>15%</td>
</tr>
<tr>
<td>5. Use of Historically Underutilized Business -Certified Historically Underutilized Businesses must include the Certification as a part of the submission.</td>
<td>5%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
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3.02 EVALUATION PROCESS  All submissions in response to this RFP will be evaluated in a manner consistent with NCTCOG and all applicable rules and policies.
Nonresponsive submissions (those not conforming to RFP requirements) will be eliminated. The remaining submissions will be evaluated in a cursory manner to eliminate from further consideration those submissions which, in the judgment of the evaluation committee, fail to offer sufficient and substantive provisions to warrant further consideration.

Each Proposer bears sole responsibility for the items included or not included in the response submitted by that Proposer. NCTCOG reserves the right to disqualify any submission that includes significant deviations or exceptions to the terms, conditions, and/or specifications in this RFP.

Proposers’ submissions will be selected for detailed review and evaluation, including oral presentations, if necessary. NCTCOG reserves the right to be the sole judge as to the overall acceptability of any submission or to judge the individual merits of specific provisions within competing offers.

NCTCOG may award a contract based on initial submissions received without discussion of such submissions with Proposers. Accordingly, each initial submission should include the most favorable price and service available.

NCTCOG also reserves the right to request a best and final offer to the Proposers who provide the best fit for NCTCOG’s proposal requirements. Preference will also be given to those Proposers who can provide support services in addition to staffing the project.

3.03 INTERVIEWS SHARE reserves the right to require an interview, including a presentation by the Proposer, to supplement their written submission. These presentations will be scheduled, if required, by Agency Administration after submissions are received and prior to the award of the contract.

3.04 AWARD OF THE CONTRACT Upon completion of the evaluation process, NCTCOG may award the contract to The Proposers whose Proposal is determined to be the most advantageous to the SHARE considering the relative importance of price and the other evaluation factors included in the RFP. NCTCOG reserves the right to award in whole and in part, by item or groups of items, by section or geographic area, or make multiple awards, where such action serves NCTCOG or Participant(s) best interests.

3.05 CONTRACT PERIOD AND EFFECTIVE DATE The contract will become effective immediately upon execution and will continue until the terms listed in the contract have been satisfied.

3.06 NEWS RELEASES News releases pertaining to the RFP, submissions, or the Contract will be made only by NCTCOG.
SECTION 4 - GENERAL TERMS AND CONDITIONS

4.01 NCTCOG and several Participating Entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization’s use. A tax exemption certificate will be issued upon request.

4.02 NCTCOG reserves the right to accept or reject any and/or all submissions or to cancel this notice at any time.

4.03 A response to this Request for Proposals (RFP) does not commit NCTCOG to a purchase contract, or to pay any costs incurred in the preparation of such response.

4.04 Unless the Proposer specifies in the proposal, the NCTCOG may award the contract for any items/services or group of items/services in the RFP and may increase or decrease the quantity specified.

4.05 NCTCOG reserves the right to hold and accept any proposals received by the submission deadline for a period of ninety (90) days after the deadline if a determination has not been made for an award.

4.06 NCTCOG reserves the right to negotiate the final terms of any and all purchase contracts with Proposer(s) selected and such contracts negotiated as a result of this RFP may be re-negotiated and/or amended in order to successfully meet the agency needs.

4.07 NCTCOG reserves the right to waive any defect in this procurement process or to make changes to this solicitation as it deems necessary. NCTCOG will provide notifications of such changes to all Proposers recorded in the official record (Distribution Log/Receipts Record) as having received or requested an RFP.

4.08 NCTCOG reserves the right to contact any individual, agencies, or employers listed in a submission, to contact others who may have experience and/or knowledge of the Proposer's relevant performance and/or qualifications; and to request additional information from any and all Proposers.

4.09 NCTCOG reserves the right to conduct a review of records, systems, procedures, etc., of any entity selected for funding. This may occur prior to, or subsequent to, the award of a purchase contract. Misrepresentation of the Proposer's ability to perform as stated in the qualification submittals may result in cancellation of the purchase contract award.

4.10 NCTCOG reserves the right to withdraw or reduce the amount of an award, or to cancel any contract resulting from this procurement if adequate funding is not available.

4.11 Proposer 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 NCTCOG for the purpose of, or having the effect of, influencing favorable disposition toward their own submission or any other submitted hereunder.

4.12 No employee, officer, or agent of NCTCOG shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, exists.

4.13 Proposer shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a Proposer's bid to be rejected. This does not preclude joint ventures or subcontracts.

4.14 All proposals submitted must be an original work product of the Proposer. The copying, paraphrasing, or other use of substantial portions of the work product of others and submitted hereunder, as original work of the Proposer is not permitted. Failure to adhere to this instruction may cause the proposal submission(s) to be rejected.

4.15 The only purpose of this RFP is to ensure uniform information in the selection of proposals and procurement of services. This RFP is not to be construed as a purchase contract, or as a commitment of any kind, nor does it commit the NCTCOG to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by NCTCOG.
4.16 The contents of a successful proposal submission may become a contractual obligation, if selected for award of a contract. Failure of the Proposer to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to the successful Proposer as a basis for release of proposed services at stated price/cost. Any damages accruing to the NCTCOG as a result of the Proposer's failure to contract may be recovered from the Proposer.

4.17 A contract with the selected Proposer may be withheld at the sole discretion of NCTCOG if issues of contract compliance or questioned/disallowed costs exist, until such issues are satisfactorily resolved. Award of contract may be withdrawn by NCTCOG if resolution is not satisfactory to NCTCOG.

4.18 NCTCOG is the responsible authority for handling complaints or protests regarding the proposals selection process. This includes, but is not limited to, disputes, claims, protest of award, source evaluation or other matters of a contractual nature. Proposer agrees, to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this process informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.

4.19 At all times during the term of a contract resulting from this procurement, the Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, and shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this contract to do likewise. The Contractor may cause the insurance to be effected in whole or in part by the sub-contractors or sub-subcontractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

1. Workers’ Compensation: Statutory limits and employer’s liability of not less than $100,000 for each accident.

2. Commercial General Liability:
   a. Minimum Required Limits:
      1. $1,000,000 per occurrence;
      2. $1,000,000 General Aggregate
   b. Commercial General Liability policy shall include:
      (i) Coverage A: Bodily injury and property damage;
      (ii) Coverage B: Personal and Advertising Injury liability;
      (iii) Coverage C: Medical Payments
      (iv) Products: Completed Operations
      (v) Fire Legal Liability
   c. Policy coverage must be on an “occurrence” basis using CGL forms as approved by the Texas State Board of Insurance
   d. Attachment of Endorsement CG 20 10 - additional insured
   e. All other endorsements shall require prior approval by the NCTCOG.

3. Comprehensive Automobile/Truck Liability: Coverage shall be provided for all owned, hired and non-owned vehicles. Minimum required Limit: $500,000 combined single limit.

4. Professional Liability:
   a. Minimum Required Limits:
      1. $1,000,000 Each Claim
      2. $1,000,000 Policy Aggregate

4.20 Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG’s affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys’ fees and court costs) (collectively, “Losses”) arising out of or relating to: (i) Services performed and carried out pursuant to the contract; (ii) breach of any obligation, warranty, or representation in the contract, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to
4.21 It is expressly understood and agreed by both parties that, if the performance of any provision of a contract resulting from this procurement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of the contract to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

4.22 The Texas Legislature has adopted House Bill 1295. In short, the law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to our agency at the time of a signed contract. The disclosure of interested parties needs to be completed electronically and submitted through the Texas Ethics Commission website. NCTCOG will provide a specific contract number associated with the award for inclusion in the submittal. Once submitted, an email confirmation of submittal must be sent to NCTCOG. For more information about the process, please visit the following website: https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html.
ATTACHMENTS & EXHIBITS GUIDE

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ATTACHMENT I:
INSTRUCTIONS FOR PROPOSAL COMPLIANCE AND SUBMITTAL

Compliance with the RFP

Submissions must be in strict compliance with this Request for Proposals. Failure to comply with all provisions of the RFP may result in disqualification.

Acknowledgment of Insurance Requirements

By signing its submission, Offeror acknowledges that it has read and understands the insurance requirements for the submission. Offeror also understands that the evidence of required insurance must be submitted within ten (10) working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of the Offeror’s proposal. The insurance requirements are outlined in Section 4S- General Terms and Conditions.

Name of Organization/Contractor(s):

________________________________________________________________________

Signature of Authorized Representative:

________________________________________________________________________

Date:____________________
ATTACHMENT II:
CERTIFICATIONS OF OFFEROR

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of the North Central Texas Council of Governments has assisted in the preparation of this proposal. I acknowledge that I have read and understand the requirements and provisions of the Request for Proposal and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this Contract.

I also certify that I have read and understood all sections of this Request for Proposals and will comply with all the terms and conditions as stated; and furthermore that I, __________________________ (typed or printed name) certify that I am the __________________________ (title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as Offeror and Respondent herein and that I am legally authorized to sign this offer and to submit it to the North Central Texas Council of Governments, on behalf of said Offeror by authority of its governing body.

Name of Organization/Contractor(s):

________________________________________

Signature of Authorized Representative:

________________________________________

Date: ____________________
ATTACHMENT III:
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,

4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

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

Name of Organization/Contractor(s):

________________________________________________________

Signature of Authorized Representative:

________________________________________________________

Date: __________________________
ATTACHMENT IV:
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan, or cooperative Contract; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, and or cooperative Contract, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

Name of Organization/Contractor(s):

________________________________________
Signature of Authorized Representative:

Date: _____________________________
ATTACHMENT V:
DRUG-FREE WORKPLACE CERTIFICATION

The ________________________________ (company name) will provide a Drug Free Workplace in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the ________________________________ (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE


The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor’s policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor’s policy statement;

Notifying the employees in the subcontractor’s policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statue in the workplace;

Notifying the Board within ten (10) days of the subcontractor’s receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Contractor(s):

__________________________________________

Signature of Authorized Representative:

__________________________________________

Date: ________________________________
ATTACHMENT VI:
CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST

The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the Contractor, no member of the Contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of Contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the Contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by Contractor or Department. Supplies, tools, materials, equipment or services purchased with Contract funds shall be used solely for purposes allowed under this Contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the Contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the Contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the Contractor.

The Contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the Contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the Contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the Contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

Name of Organization/Contractor(s):

________________________________________

Signature of Authorized Representative:

________________________________________

Date:________________________
ATTACHMENT VII:
CERTIFICATION OF FAIR BUSINESS PRACTICES

That the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

Name of Organization/Contractor(s):

________________________________________

Signature of Authorized Representative:

________________________________________

Date: __________________________
ATTACHMENT VIII:
CERTIFICATION OF GOOD STANDING
TEXAS CORPORATE FRANCHISE TAX CERTIFICATION

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for-profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this offer is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the contract for the corporation.

The undersigned authorized representative of the corporation making the offer herein certified that the following indicated statement is true and correct and that the undersigned understands that making a false statement is a material breach of contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

_____________ The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

_____________ The Corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

Type of Business (if not corporation):

☐ Sole Proprietor

☐ Partnership

☐ Other

I.R.S.Tax Number: __________________________________________

__________________________________________________________

(Printed/Typed Name and Title of Authorized Representative)

Signature

Date: __________________________
ATTACHMENT IX:
HISTORICALLY UNDERUTILIZED BUSINESSES, MINORITY OR WOMEN-OWNED OR DISADVANTAGED BUSINESS ENTERPRISES

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the RFP process. Representatives from HUB companies should identify themselves and submit a copy of their Certification.

NCTCOG recognizes the certifications of both the State of Texas Program and the North Central Texas Regional Certification Agency. Companies seeking information concerning HUB certification are urged to contact:

State of Texas HUB Program
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774
(512) 463-6958
http://www.window.state.tx.us/procurement/prog/hub/

Local businesses seeking M/W/DBE certification should contact:

North Central Texas Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, TX 76011
(817) 640-0606
http://www.nctrca.org/certification.html

Submitter must include a copy of its minority certification documentation as part of this RFQ. If your company is already certified, attach a copy of your certification to this form and return with your proposal.

Indicate all that apply:

______Minority-Owned Business Enterprise
______Women-Owned Business Enterprise
______Disadvantaged Business Enterprise

ATTEST TO Attachments of Certification:

____________________________
Authorized Signature

____________________________    _____________________________
Typed Name    Date

Subscribed and sworn to before me this ______day of ____________ (month), 20__ in
____________________(city), __________(county), __________(state).

 SEAL

Notary Public in and for _______________(County),
 State of ________________  Commission expires: _______
EXHIBIT A:  
NCTCOG MEMBER ENTITIES*  
(*This is not an exhaustive list of potential Participants.)

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS MEMBER ENTITIES

**Counties (16)**

Collin    Erath    Kaufman    Rockwall  
Dallas    Hood    Navarro    Somervell  
Denton    Hunt    Palo Pinto  Tarrant  
Ellis    Johnson    Parker    Wise

**Cities (169)**

Addison    Allen    Alvarado    Alveda    Anna     Anneta    Argyle    Arlington    Aubrey    Aurora     Azle     Batch Springs    Bartonville    Bedford    Benbrook    Blooming Grove    Blue Mound    Blue Ridge    Bridgeport    Burleson    Caddo Mills    Carrolton    Cedar Hill    Celeste    Celina    Cleburne    Cockrell Hill    Colleyville    CombINE    Commerce    Coppell    Copper Canyon    Corinth    Corsicana    Crandall    Cross Timbers    Crowley    Dallas    Dalworthington Gardens    Decatur    Denton    Desoto

Dish    Double Oak    Dublin    Duncanville    Edgewood Village    Ennis    Euless    Everman    Fairview (Collin)    Farmers Branch    Farmersville    Ferris    Flower Mound    Forest Hill    Forney    Fort Worth    Frisco    Garland    Glenn Heights    Glen Rose    Gordon    Graford    Granbury    Grand Prairie    Granview    Grapevine    Greenville    Hackberry    Haltom City    Haslet    Heath    Hickory Creek    Highland Park    Highland Village    Hudson Oaks    Hurst    Hutchins    Irving


**School Districts (22)**

Arlington ISD    The Colony    Trophy Club    University Park
Birchwood ISD    Farmersville ISD    Kaufman ISD    Richardson ISD
Carrollton-Farmers Branch ISD    Fort Worth ISD    Lewisville ISD    Rockwall ISD
Cedar Hill ISD    Grand Prairie ISD    Mansfield ISD    Terrell ISD
Denton ISD

**Special Districts (31)**

Amenity Municipal Utility    Lake Cities MU Authority
Area Metropolitan    NE TX Rural Rail District
Ambulance Authority    North Texas MWD
Benbrook WIS Authority    North Texas Tollway Authority
Collin Central Appraisal District    Tarrant Rng. Water District
Central Appraisal, Johnson Co.    Trinity River Authority
Dallas Area Rapid Transit    Trinity River Vision Authority
Dallas Co. Community College District    Valwood Imp. Authority
Dallas Co. Park Cities MU    Weatherford College
Dallas County Schools    Waco Co. Water Control & Improvements Dist. #1
Dallas County Utility and Reclamation
Dallas County WCID #6
Dalworthington & Water Authority
Denton Co. FWS #1
Dent Co. FWS #67
Denton Co. Trans. Authority
Fort Worth Transp. Authority
Hunt Memorial Hospital District
Johnson County Special Utility District
Johnson County FWS #1

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EXHIBIT B: SCOPE OF SERVICES

This section is intended to complement but not repeat the overview section at the front of this RFP. To gain a basic understanding regarding the overall approach of this RFP, the proposer should read both sections. Additional pages that are clearly designated Exhibit B, are acceptable.

Vendor name: __________________________________________________________________________

Package # (Age Group): ____________________________________________________________________

A. Describe the contents of the package and how it will meet the Infant, Toddler, and Three-Year-Old Early Learning Guidelines, the Texas Prekindergarten Guidelines, and/or the Texas Rising Star Guidelines:

B. Describe the details of comprehensive training to Child Care Provider staff. Please include the qualifications of the trainer(s) that will be responsible for professional development opportunities regarding the curriculum:

C. Describe permissions/restrictions to duplicate materials, teacher guides, workbooks, forms and templates, if applicable, for use in multiple classrooms within a single child care provider’s facility:

D. Describe the availability of and replacement process for materials, if needed after the initial purchase:

E. Include samples of the curricula as appropriate for each age group:

F. Please submit pricing for the age group specified in this RFP. Please include additional sheets as necessary
EXHIBIT C:
PRICE PROPOSAL
The attached pricing sheet should be included as part of the proposal and shall also be an attachment to the Master Agreement. Exceptions or features or services not anticipated by this sheet should be clearly stated.

Vendor name: _________________________________________________________________

Package # (Age Group): _________________________________________________________

Please submit pricing for the age group specified in this RFP. Please include additional sheets as necessary.