

Request for Quotation for Lawn Care & Fire Ant Treatment

Head Start of Greater Dallas, Inc. is requesting quotes on Lawn Care & Fire Ant Treatment, which is designed to deliver positive results for weed control and healthy turf. We will use the quotation to select the supplier to provide the best lawn care & fire ant treatment need for Central and Wanda Meshack Smith Head Start Centers. Upon contract award, the supplier shall perform services in accordance with the agreed upon schedule.

This quotation's contract commences on the date of award and continues for one (1) year with two one (1) year option period, which may extend the period of performance for a possible total of three (3) years.

The Request for Quotation includes:

- Instructions/General Conditions
- Quote Sheet/Specification
- Certificate of Independent Price Determination
- Form H2048, Form H2049
- Standard Terms and Conditions for Attachment
- List of Locations of Head Start Centers for you to visit. Please call the Site Manager prior to your walkthrough to make an appointment.

Be specific and supply all information requested, as it will be used in the decision PROCESS for awarding this contract.

Head Start reserves the right to reject any quote that does not meet our specifications.

Please return all quotes to Agnes Chiu's attention via fax, mail or e-mail on or before August 27, 2021 4:00 P.M.

Head Start of Greater Dallas, Inc.
3954 Gannon Lane, Dallas, TX 75237
Attn: Agnes Chiu
Fax: 972-296-9475 / achiu@hsgd.org

All quotes should be submitted prior to the quote closing time, and must be conspicuously labeled "Lawn Care & Fire Ant Treatment 2022". Quotes arriving after the deadline shall be shredded or deleted without review.

THIS QUOTATION WILL NOT BE OPENED OR READ PUBLICLY.

Please provide the following information with your quote

Company Name, Address, City, State, Zip

Contact's Name and Title

Telephone#, E-Mail Address, and Fax

INSTRUCTION TO SUPPLIERS:

1. Quotation must be submitted by an authorized individual to contractually bind their company. Failure to provide information as to the status of the person submitting the quote will be considered as a “mistake in Quote”, and the quote will be rejected as “non-responsive”.
2. Purchases made under contract based upon your quotation are for HSGD use and are exempt from State Sales Tax and Federal Excise Tax. Please do not include taxes in your quotation as our firm is a nonprofit corporation receiving government funding.
3. Suppliers should provide at least (5) references including their names, addresses, telephone, e-mail address and fax numbers.
4. A contract accepted from this quotation will be based upon the factors described in this RFQ.

Documentation requires prior to signing contract:

All suppliers shall furnish prior to execution of the contract.

- a) A certificate of liability insurance including coverage for accidents/inappropriate actions during lawn care treatment naming Head Start of Greater Dallas, Inc as additional insured.
- b) Material Safety Data Sheet (MSDS) must be submitted to HSGD for approval of the product prior to beginning treatment. The MSDS, or other information submitted, must identify all active and inactive ingredients of the product.
- c) State of Texas Irrigation License
- d) State of Texas Pesticide & Herbicide Applicator Licenses

Upon providing services the supplier will;

- a) Ensure that the receipt/invoice for services shall be signed by an authorized signatory from the center where the service was performed.
- b) Shall obtain a Purchase Order from the purchasing department. Please reference this P.O. on each invoice submitted for payment.

With your quote please provide:

- a) A list of at least five (5) references where similar services have been provided by their firm. Include therein name of firm, address, e-mail address, telephone number and name of representative.
- b) A brief description of Prior Experience
Experience should include information about the following categories:
 - 1) Have adequate financial resources, or the ability to obtain such resources as required.
 - 2) Be able to comply with the required or proposed performance schedule.
 - 3) Have a satisfactory record of performance.
 - 4) Have a satisfactory record of integrity and ethic; and
 - 5) Be otherwise qualified and eligible to receive an award.

- c) If available a copy of your current annual report and audit should be provided if available. Some documentation to substantiate the fiscal condition of your business needs to be provided in your quotation, such as D & B annual and/or audit report.
- d) Description of the organization, size, and structure of the supplier organization. For example, number of staff, number of clients, etc.
- e) A copy of Small and /or/Minority-Owned Business Certificates

Efforts will be made by Head Start of Greater Dallas, Inc. to utilize small and/or minority-owned businesses. Use of Small and/or Minority Women Owned Businesses is encouraged where possible. The supplier must present third party documentation as to their status with their quotation/proposal in order to qualify for consideration as an SMSB.

A supplier qualifies as a small business firm, if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.3-8) by having average annual receipts for the last three fiscal years of less than four million dollars.

Specification - Lawn Care & Fire Ant Treatment

Head Start of Greater Dallas Inc. reserves the right to add/delete the frequency of fire ant treatment.

<p>Application 1 [Winter] January - February</p>	<ul style="list-style-type: none"> - Liquid application of pre-and post-emergent weed control to keep turf weed-free. (Summer weeds) - Control winter grasses, and other broadleaf weeds. 		<p>Total Amount:</p> <p>1) Lawn Treatment: \$ _____</p>
<p>Application 2 [Early Spring] March</p>	<ul style="list-style-type: none"> - Fertilization - Broadleaf weed control. - Pre- and post-emergent for weed control (Summer weeds) 	<p>- Fire Ant Treatment</p>	<p>1) Lawn Treatment: \$ _____</p> <p>2) Lawn Treatment: \$ _____</p>
<p>Application 3 [Spring] April</p>	<ul style="list-style-type: none"> - Granular Fertilization - Spot Treat Weed Control 		<p>1) Lawn Treatment: \$ _____</p>
<p>Application 4 [Early Summer] May</p>	<ul style="list-style-type: none"> - Granular Fertilization - Spot Treat Weed Control 	<p>- Fire Ant Treatment</p>	<p>1) Lawn Treatment: \$ _____</p> <p>2) Lawn Treatment: \$ _____</p>
<p>Application 5 [Summer] June – July</p>	<ul style="list-style-type: none"> - Granular Fertilization - Spot Treat Weed Control 		<p>1) Lawn Treatment: \$ _____</p>
<p>Application 6 [Late Summer] August – September</p>	<ul style="list-style-type: none"> - Granular Fertilization - Spot Treat Weed Control - Pre-emergent –winter weeds 	<p>- Fire Ant Treatment</p>	<p>1) Lawn Treatment: \$ _____</p> <p>2) Lawn Treatment: \$ _____</p>
<p>Application 7 [Fall] October</p>	<ul style="list-style-type: none"> - Fertilization - Liquid application of pre-and post-emergent weed control – winter weeds - Broadleaf weed control 		<p>1) Lawn Treatment: \$ _____</p>
<p>Application 8 [Winter] Late November – Early December</p>	<ul style="list-style-type: none"> - Liquid application of pre-and post-emergent weed control – winter weeds - Broadleaf weed control 		<p>1) Lawn Treatment: \$ _____</p>

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the bidder certifies, and in the event of a joint bid, each party thereto certifies, as to its own organization, that in connection with this procurement.

The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any manner relating to such prices with any other bidder or with any competitor.

Unless otherwise required by law, the prices which have been bid in this solicitation 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 to any competitor.

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.

EACH PERSON SIGNING THIS BID CERTIFIES THAT:

They are the person in the bidder's organization who is responsible for the decision as to prices offered herein and that they have not participated in, and will not participate in any action contrary to the statements above; or they are not the person in the bidders' organization who is responsible for the decision as to the prices being bid herein, but that they have been authorized in writing to act as an agent for the persons responsible for any such decisions. In certifying that such persons for whom they act and themselves have not participated and will not participate in any such action contrary to the statements above.

This is to confirm that _____ (Company Name) is in compliance with applicable Federal, State, County and City regulations, Equal Employment Opportunity Standards per Title 7 Civil Rights Act, Fair Labor Standards and the Americans with Disabilities Act.

Company Name	Representative (Print or Type)
Company Address	Authorized Signature
	Date
Phone Number	Fax Number

In accepting this bid, the Agency certifies that the agency's officers, employees, or agents have not taken any action, which may have jeopardized the independence of this bid.

Head Start of Greater Dallas, Inc. Representative

Acceptance of this bid does not constitute the formation of any contract unless this bid has been duly awarded to the Contractor named here in and the Agency's CEO has signed the attached Agency's Terms and Conditions.

Department of
Agriculture

February 2017
H2048

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract

- (1) Any non-procurement transaction which involves federal funds (regardless of amount), including such arrangements as a sub-grant, for example, between TDA and another entity or the Contracting Entity and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 3305 (currently \$50,000) under a grant or sub-grant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, sub-grant, contract, or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction, including
 - a. Consultant.
 - b. Principal investigators.
 - c. Providers of audit services required by the TDA or federal funding source.
 - d. Researchers.

Debarment - An action taken by a debarring official in accordance with 2 CFR Part 417, 48 CFR Part 1, or equivalent federal regulations, to exclude a person from participating in covered contracts. A person so excluded is "debarred".

Grant - An award of financial assistance, including cooperative agreements, or contracts or subcontracts for goods or services entered to carry out an award of financial assistance. A grant may be in the form of money, or property in lieu of money, to an eligible grantee, sub-grantee, or sub-recipient.

Ineligible - a person that is prohibited from entering a covered contract or subcontract because of an exclusion or disqualification.

Participant - any person who submits a proposal for or who enters a covered contract or subcontract, including an agent or representative of a participant.

Person - Any individual, corporation, partnership, association, unit of government, or legal entity, however organized.

Principal - An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with Federal funds, who— (i) is in a position to handle Federal funds, or (ii) is in a position to influence or control the use of those funds, or (iii) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

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Proposal - A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension - An action taken by a suspending official in accordance with 2 CFR Part 471, 48 CFR Part 1, or equivalent federal regulations that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and any judicial or administrative proceedings that may ensue. A person so excluded is "suspended".

Voluntary exclusion - A status of nonparticipation or limited participation in a covered contract or subcontract assumed by a person under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have government wide effect.

Voluntarily excluded - The status of a person who has agreed to a voluntary exclusion.

Texas Department of
Agriculture

February 2017
H2048

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
FOR COVERED CONTRACTS

Name of Business (Contractor)	Vendor ID No. or Social Security No.
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- (1) The prospective contractor certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - (b) Have not within a three-year period preceding this application 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 statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Signature of Contractor Representative

Date

*Printed/Typed Name of
Contractor Representative*

*Printed/Typed Title of
Contractor Representative*

Texas Department of
Agriculture

Form H2049
July 2017

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

Federal legislation generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the Federal government. Lobbying with respect to certain grants, contracts, cooperative agreements, and loans is governed by relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as common rule, "New Restrictions on Lobbying" published at 55 Federal Register (FR) 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Government wide Guidance on New Restrictions on Lobbying" and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

Contracting entities or sponsored sites that contract for goods or services using Federal funds must obtain this certification for any award exceeding \$100,000 and if necessary, must obtain the *Standard Form-LLL, "Disclosure Form to Report Lobbying."*

CERTIFICATION

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
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 an 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, or cooperative agreement, the undersigned shall complete and submit *Standard Form-LLL, "Disclosure Form to Report Lobbying"*, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Organization submitting certification.

Name of Organization Representative

Title

Signature of Organization Representative

Date

Standard Terms & Conditions Attachment
(PLEASE SIGN AND RETURN)

Termination: The agreement entered into by Head Start of Greater Dallas and _____, named henceforth as "Contractor," and to which this is attached shall terminate automatically three years from the executed date of this document, unless otherwise stated in the Purchase Order or agreement to which this is attached. If there is a loss of funding or failure of the Contractor to perform satisfactorily, Head Start of Greater Dallas reserves the right to terminate this agreement with thirty (30) days written notice at any time.

Relationship of Parties: It is understood by the parties that the Contractor, is an independent entity with respect to Head Start of Greater Dallas (HSGD), and not an employee of Head Start. HSGD will not provide fringe benefits, including health insurance, paid vacation, or any other employee benefit, for the benefit of the Contractor or the Contractor's employees.

The Contractor shall provide proof of liability insurance, workers compensation (if applicable), and other required proof of insurance within ten (10) days upon acceptance of the P.O. and/or agreement. The proof of Insurance should be a Current Certificate of Commercial General Liability (min. \$1 million aggregate coverage limit) citing Head Start of Greater Dallas, Inc. as "additional insured's" and either Workman's Comprehensive or Employee Accident Policy (min. \$500,000 per occurrence coverage) if you have any employees that will be performing work on our sites.

Contractor's personnel assigned to Head Start of Greater Dallas shall, while on the Head Start of Greater Dallas campus, conduct themselves in accordance with the policies and standards of conduct Head Start of Greater Dallas staff operate. At all times conduct shall be professional and exhibiting the "best practices" of the industry.

Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid.

Entire Agreement: The Agreement, with this attachment, contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement and these Terms and Conditions supersede any prior written or oral agreements between the parties.

Amendment: The Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Nonfederal Match: The Contractor for services rendered may contribute as an in-kind donation the difference between the Contractor's normal and customary fees/services and the fees and/or services charged HSGD by virtue of the HSGD being a non-profit organization.

Indemnity: **THE CONTRACTOR IS ACKNOWLEDGED AS A INDEPENDENT CONTRACTOR OF THE AGENCY AND AS SUCH WILL INDEMNIFY AND HOLD HARMLESS THE AGENCY FOR ANY AND ALL LOSS, EXPENSE, AND/OR CLAIMS ASSOCIATED WITH OR ARISING OUT OF SUCH INJURY OR DAMAGE DUE TO THE ACTIVITIES OR FROM ANY ACT OR OMISSION OF THE CONTRACTOR, ITS BOARD MEMBERS (IF APPLICABLE), EMPLOYEES, REPRESENTATIVES, FAMILY MEMBERS, INVITEE, AND VOLUNTEERS.**

Right of Access to Contractor Records: The Agency, the awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are directly pertinent to a specific program (Head Start) for the purpose of making audits, examinations, excerpts and transcripts. Records shall be maintained for at least three years from the termination date of the agreement.

Waiver of Contractual Right: The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Applicable Law: This Agreement shall be governed by the laws of the State of Texas unless superseded by federal law.

Equal Opportunity. During the performance of this contract, the CONTRACTOR agrees to follow:

1. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, age, religion, disability, political belief, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, disability, political belief, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be prepared by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
2. The CONTRACTOR shall, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.

CERTIFICATIONS: By returning a signed bid the Contractor agrees to and certifies:

1. The CONTRACTOR shall be in compliance with the Copeland Act, 18 U.S.C. 874, as supplemented by Department of Labor regulations, 29 CFR part 3, providing that each contractor and sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the AGENCY.
2. *The FEDERAL GOVERNMENT and AGENCY shall have "rights to inventions made under this agreement" in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any further implementing regulations issued by HHS (Department of Health and Human Services).*
3. The CONTRACTOR shall take action to ensure that all work is performed in accordance with OSHA guidelines. OSHA required record keeping and training must be current and on-going.
4. The CONTRACTOR shall, in case actual on-site labor costs exceed \$2,000.00, comply with the Davis-Bacon Act and pay employees the rate of pay in accordance with Department of Labor "prevailing wages" schedule (if applicable) and supply the Agency with the DOL (Department of Labor) required certification forms and payroll records.
5. The CONTRACTOR shall to the best of its knowledge or belief, not be currently be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal or state agency, and are not currently or previously within the past three years been indicted or convicted either civilly or criminally by a governmental entity (local, state or federal) for violations of procurement, consumer, and/or felony statutes.

6 (per 31 U.S.C. 1352):

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

- a. no Federal funds have been or shall be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer, employee, or any other person of influence (such as a Member of Congress) within or without the Agency in connection with the awarding of this contract or agreement.
- b. if such funds have been paid or will be paid as outlined in subsection 5. (a) the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. that the Contractor shall require the language of this section (5.) be included in the award documents for all subawards at all tiers, and that all subrecipients shall certify and disclose accordingly.

This section is a material representation of fact upon which reliance was placed when this transaction was made or entered into and submission is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (Byrd Anti-Lobbying Amendment).

In the event of the CONTRACTOR'S' noncompliance with the above terms, conditions, and certifications or with any state or federal rules, regulations, or orders, this agreement may be canceled, terminated, or suspended, in whole or in part, and the CONTRACTOR may be declared ineligible for further Government contracts. No other terms and conditions may take precedence without the written permission of the Agency.

I have read the above and agree to abide by these terms and conditions. I further by my signature certify that I am an authorized representative of the CONTRACTOR with authority to obligate such to comply with the above except for the following:

Exceptions:

Executed this ____ day of _____, 20____

By
Contractor _____

Date _____

Title _____

Company _____

By
Agency _____

Date _____

Head Start of Greater Dallas, Inc.

HEAD START OF GREATER DALLAS, INC.

AGENCY LOCATIONS

Wanda Meshack Smith (89,788 Sq. Ft.)

3950 Gannon Lane,
Dallas, TX 75237
Phone - (972) 283-7700
Fax - (972) 296-8949
*Rhonda Daniel

Central Office (38,240 Sq. Ft)

3954 Gannon Lane,
Dallas, TX 75237
Phone – (972) 283-6414/6483
*Agnes Chiu/Wesley Bowers

