

HEAD START OF GREATER DALLAS, INC.

INVITATION FOR BIDS

IFB NO: 22-CPS CLOSING DATE: March 23, 2022
SUBJECT: Chemicals & Paper Supplies SUBMIT BY: 10:00 a.m.

Head Start of Greater Dallas, Inc. (Agency) is seeking bids for Chemical & Paper Products to be used within all agency locations in Dallas County.

TO PROVIDE for a requirements contract commencing on the date of award and continuing for one (1) year with two one (1) year option periods which may extend the period of performance for a possible total of three (3) years.

A PRE-BID CONFERENCE : Due to the unpredictable Coronavirus Variants, **pre-bid conference will be held by e-mail on the date of January 18, 2022. Please e-mail your questions to achiu@hsgd.org. After the pre-bid conference date, January 18, 2022, no questions will be answered.**

Sealed bids shall be submitted to:
Head Start of Greater Dallas, Inc.
Attn.: Purchasing Department
3954 Gannon Lane
Dallas, Texas 75237-2919

NO LATER than 10:00 A.M., March 23, 2022

Mark Envelope: IFB NO: **22-CPS**

ALL BIDS MUST BE RECEIVED IN THE PURCHASING DEPARTMENT BEFORE OPENING DATE AND TIME. THE CLOCK IN THE PURCHASING DEPARTMENT SHALL DETERMINE THE OFFICIAL TIME. FAX SHALL NOT BE ACCEPTED.

Head Start of Greater Dallas, Inc. appreciates your time and effort in preparing this bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline shall not be considered for the award of a contract. Bid opening is scheduled to be held in the Agency's Purchasing Department at the above address and time. You are encouraged to attend.

LATE BIDS: Bids received in the Agency's Purchasing Department after submission deadline shall be returned unopened and shall be considered void and unacceptable. The clock in the Purchasing Office shall determine the official time. The Agency is not responsible for lateness of mail, carrier, etc.

Any questions concerning this IFB, and specifications shall be directed to Agnes Chiu at achiu@hsgd.org

FUNDING: Funding is available through the fiscal year. Renewals are subject to appropriations received. Performance of this contract beyond that date is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the Agency

for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance and until the Contractor receives notice of availability.

IT IS UNDERSTOOD that the Agency reserves the right to accept or reject any and/or all bids for any or all equipment/supplies/services covered in this solicitation and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of the Agency.

ALTERING OF BIDS: Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BIDS: A bid may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submission of their bid.

SALES TAX: The Agency is by statute exempt from the State Sales Tax and Federal Excise Tax, therefore, the bid price shall not include taxes.

AMENDMENT: Any interpretations, corrections or changes to the Invitation for Bid and specifications shall be made by issuance of written addenda. Sole issuing authority of amendment shall be vested in the Agency's Purchasing Agent. Addenda will be available on the Agency web site (www.hsgd.org) or upon written request mailed (or e-mailed) to any prospective bidder. All responding bidders shall acknowledge receipt of all addenda.

ETHICS: Bidder(s) shall not offer or accept any gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the Agency.

BIDDERS MUST COMPLY: With all Federal, State, County, and local laws. All services must be in compliance with Federal, State, County, and local laws.

BIDDER SHALL PROVIDE: With this bid response, all documentation required by this IFB. Failure to provide this information may result in rejection of bid.

BID AWARD: Although it is anticipated there will be a sole award, the Agency reserves the right to award, as result of the bid, multiple contracts. If such were to occur, no more than three contracts would be awarded a primary, secondary and a tertiary supplier. Only these selected suppliers will be afforded the opportunity to bid on any major procurements of a like nature, should the need arise. Any firm submitting a bid on this procurement will be advised as to any award(s) made.

PROTEST OF AWARD: If a bidder wishes to protest and appeal the award then they must file a written notice of protestation with the Purchasing Agent listed on this solicitation within ten days of the Notification of Award being mailed (or e-mailed).

Then:

- The Purchasing Agent will notify the Awardee of the protest and review the Protestor's and the Awardee's solicitation documents within 3 days of receipt of the protest to determine the merit of the protest/appeal.
- Upon making a determination, the Purchasing Agent will respond in writing to the Protester as to their findings within 2 days of their determination.
 - i. If found in favor of the Protester then the award will be voided, the Awardee notified, and a new solicitation request or invitation will be issued.

- ii. If the Award is upheld, then the Protester has 5 days to appeal in writing to the Director of Purchasing or their designate. After 5 days the Awardee will be notified and the contract reinstated.

Then:

- The Director of Purchasing (or designee) will review the Purchasing Agent's determination within 3 days of receipt of the appeal to determine the merit of the protest/appeal.
- Upon a decision, the Purchasing Agent will respond in writing to the Protester as to their findings within 2 days. This decision is final and binding upon all parties.
 - i. If found in favor of the Protester then the award will be voided, the Awardee notified, and a new solicitation request or invitation will be issued.
 - ii. If the Award is upheld, then the Awardee will be notified and the contract reinstated.

REFERENCES: Head Start requires bidders to supply with this IFB, a list of at least five (5) references where similar chemical & paper services have been provided by their firm. Include therein the name of firm, address, telephone number and name of representative.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this Invitation for Bid shall be considered for award. Bidders taking exception to the specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the resultant contractor responsible to perform in strict accordance with the specifications, terms, and conditions of the contract. Comments not under the Exception heading will not be considered other than for information only and are not binding on either party nor as a part of the agreement. The Agency reserves the right to accept any and/or none of the exceptions/substitutions as deemed to be in the best interest of the Agency.

DESCRIPTIONS: Any reference to model and/ or manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and minimum quality desired. Bids on items of like quality shall be considered. The burden of proof remains with the bidder, for all bids on components other than as specified. This shall be accomplished by providing sufficient documentation and/or sample components with bid submitted. This will permit timely evaluation by the agency on all submittals received. Where shown as "**or an approved equal**", the final determination (**approval**) remains with the agency.

CUSTOMER SERVICE: The successful bidder is suggested to provide optimal customer service during the duration of this contract. The Contractor is encouraged to have established services in the DFW area and have local representation with permanent staff adequate to manage and service the Head Start account, with action authority to make at least one visit per quarter per center to ensure the Agency's end user is satisfied with the products and services that they receive, and to resolve any complaints in a timely manner. The representative will make frequent contact with the site manager and Contract Administrator to proactively address any potential problems. The frequency of this service will be at minimum of one month intervals.

EMPLOYEE CONDUCT - Contractor and their employees must remain courteous to the public and staff at all times while at the school site. Conflicts, or potential conflicts between required work and public use of a location, shall be reported to the Contract Administrator.

Contractor shall remove any personnel that is incompetent or endangers the safety of any persons or property.

The employees of Contractor will not consume/possess alcohol or use/possess any illegal drugs or be under the influence of such while on Owner's property and/or while carrying out the requirements of this agreement. The Contractor shall immediately remove any such employee from the school site.

Notification to vendor of complaints concerning the aforementioned shall be in writing if time and circumstance permits. Otherwise, notification shall be verbal or by telephone, and shall be confirmed in writing as soon as possible.

EMPLOYEE APPEARANCE – Contractor shall require its employees, working in Agency facilities, to have ID badges and whenever possible clean uniforms or identifying clothing, including shirt and pants/skirt. Uniforms or ID badges worn by Contractor employees shall indicate the Company's name in a manner clearly identifiable to the public. Contractor must ensure that employees have Company identification and are properly dressed at all times.

DELIVERY: FOB destination, inside delivery, specified agency location, full freight provided for. Delivery is requested from stock, within three (3) working days and for any back orders extending beyond sixty (60) days those orders shall be canceled and the Purchasing Agent notified.

ITEMS: Supplied under this contract shall be subject to the agency's approval, and shall be new and not reconditioned, remanufactured, or reassembled, (unless otherwise specified and approved in writing by the Purchasing Agent), and in first class condition, and of current manufacture. Items found to be defective or not meeting specifications shall be picked up and replaced by the Contractor at no expense to the Agency.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government code Title 5, Subtitle C., Chapter 171 and the United States Copeland Act, 18 U.S.C. 874.

REMEDIES: The Contractor and the Agency agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This contract shall be governed and construed according to the laws of the State of Texas. This contract is performable, within Dallas County, State of Texas.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

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 ethics; and
5. Be otherwise qualified and eligible to receive an award

The Agency may request representation and other information sufficient to determine bidder's ability to meet these minimum standards.

CONTRACT: This bid, when properly accepted, awarded by the Agency, and with the Agency's Terms and Conditions signed, shall constitute a contract equally binding between

the Contractor and the Agency. A bilateral contract may be issued as a matter of form but the terms and submittals the Contractor agrees to in the submission of this bid shall take precedence. No different or additional terms will become part of this contract without a written modification agreed to by both parties.

CHANGE ORDER: No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specification stated in any resultant contract. Modifications to the contract shall be made in writing and approval for such a change made in writing by the Purchasing Agent. A request for change is subject to intensive review and a change order granted only if it is determined by the Agency to be caused by an omission or change originating from the Agency's actions or decisions. The Agency reserves the right to reject any or all requests for change if in the best interest of the Agency.

SUCCESSFUL CONTRACTOR SHALL: DEFEND, INDEMNIFY AND HOLD HARMLESS THE AGENCY, ALL ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR OTHER CLAIMS OF ANY CHARACTER, NAME AND DESCRIPTION BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS, OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OR FAULT OF THE SUCCESSFUL CONTRACTOR, OR THEIR AGENTS, IN THE PERFORMANCE OF ANY CONTRACT WHICH MAY RESULT FROM BID AWARD. CONTRACTOR SHALL PAY ANY JUDGMENT COST, WHICH MAY BE OBTAINED AGAINST THE AGENCIES GROWING OUT OF SUCH INJURY OR DAMAGES.

SILENCE OF SPECIFICATIONS: 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.

NOTICE: Any notice provided by the bid or resultant contract (**or as required by law**) to be given to the Contractor by the Agency shall be conclusively deemed to have been given and received on the next day after such notice has been deposited in the mail in Dallas, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

CONTRACT ADMINISTRATOR: Under this contract, the Agency may appoint in writing a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the Agency and the Contractor.

TESTING: Testing may be performed at the request of the Agency, by an agent so designated, without expense to the Agency

TERMINATION FOR CONVENIENCE: The Purchasing Agent, by written notice, may terminate this contract in whole or in part, when it is in the Agency's best interest. If this contract is terminated the Agency shall be liable for payment and performance elements accepted before the effective date of termination.

TERMINATION FOR DEFAULT: The Agency 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 the Agency in the breach or default of this contract. The Agency reserves the right to terminate this contract immediately in the event that the Contractor fails to 1) meet delivery or completion schedules, or 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the Agency to award to another contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.

PURCHASE ORDER: A written blanket purchase order (BPO) shall be issued monthly, quarterly, or annually, (at the Agency's discretion) by the Agency's Purchasing Agent. The purchase order number must appear on all itemized invoices and packing slips. Agency will not be held responsible for any written orders placed/delivered without a valid purchase order number.

STATEMENTS: All billing statements will cover the first day of each month and end on the last day of the same month. Billing statements that begin or terminate in the middle weeks of the month will not be acceptable. It is strongly recommended that Proof of Delivery (POD) be included and made available to resolve any discrepancies.

PACKING SLIPS: (if applicable) or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of the Contractor, (b) name and address of receiving department and/or delivery location, (c) Agency's purchase order number, and (d) descriptive information as to the items delivered, to include serial number quantity, number of containers, etc.

PRICING: Prices cannot be altered or amended during the first contract year. After the first contract year, pricing can be altered upon the mutual agreement of both parties. Price change requests need to be submitted to the contract administrator at least 3 months in advance of when the pricing is to take effect. When the new pricing is mutually agreed upon by both parties, it cannot be altered for any reason until the next contract year.

INVOICE: Shall show all information as stated above, shall be submitted in a consolidated format including all activity defined by the written blanket purchase order and shall be mailed, or hand carried, to the Agency's Purchasing Department. Proof of delivery (POD) shall accompany each invoice.

PAYMENT: Shall be made upon receipt and acceptance by the Agency of all equipment/supplies/services completed and the receipt of a valid, signed Proof of Delivery (POD) & invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Contractor is required to pay any Subcontractors within ten (10) days of receipt of payment.

WARRANTY: Contractor shall warrant that the items shall conform to the specifications and/or all warranties as stated in the Uniform Commercial Code and/or the State of Texas statutes, chapter 9 (whichever is most restrictive) and be free from all defects in material, workmanship and title.

IF DURING: The life of the contract, the Contractor net price(s) to all other customers for the item(s) included herein are reduced below the contract price, it is understood and agreed that the benefits of such reduction shall be extended to the Agency.

ASSIGNMENT: The Contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the Agency's Purchasing Agent.

BACKORDERS: There will be **no backorders on any items** ordered with the exception of "special order items". This "fill or kill clause" will apply to all chemical and paper supplies. Line items that have some but not all quantities available can have those reduced quantities delivered with the rest of the order instead of killing or voiding the entire line item. Items that are backordered without authorization and delivered at a later time will not be paid for by the Agency and will be a considered as a charitable contribution. Substituted items are not accepted in any circumstances. Head Start will not be responsible and pay for any substituted items.

ORDERING:

- A) Any services or products to be furnished under this contract shall be ordered against a single blanket purchase order (BPO) issued monthly, quarterly, or annually, (at the Agency's discretion). This BPO shall set the "not-to-exceed" pricing and total costs for all products and/or supplies for the issued unit of time. Agency centers shall place orders against the BPO in writing via fax or internet communication to the Contractor using Contractor furnished, and approved pricing/order lists. Delivery location(s) shall appear on each document. The Contractor must notify the Purchasing Agent that an order exceeds the not-to-exceed amount shown for that location on the BPO. Contractor is encouraged to provide each Agency location with an electronic fillable order form of the required approved pricing/order list. Orders for items not on the order form shall be ordered only by the Purchasing Agent and issuance of a P.O. number.
- B) Period of performance shall be established with each individual issued written order. Also note the specifications/special conditions.
- C) All issued orders shall be subject to the terms and conditions of this contract. In the event of conflict between an issued order and this contract, the contract shall prevail.

OPTION TO EXTEND THE TERM OF CONTRACT:

- A) The Agency may extend the term of this Contract by written notice to the Contractor within thirty (30) days of expiration.
- B) If the Agency exercises this option, the extended contract shall be considered to include this option provision.
- C) The total duration of this contract, including the exercise of any options under this provision, shall not exceed THREE (3) years.

MATERIAL SAFETY DATA SHEETS (MSDS): MSDS are required from the successful Contractor(s) prior to any contract performance commencement. A notebook containing MSDS of every chemical that will be in use at the agency shall be submitted to the Agency's Purchasing Agent prior to the effective date of the contract. Additional MSDS notebooks shall be provided to all agency sites for all chemicals used and purchased for that location. The notebooks shall be updated as new chemicals are added. MSDS information provided to the Agency must specifically state, but not be limited to, the following:

- 1) Product identification description and batch number;
- 2) First aid information;
- 3) DOT hazardous classification;
- 4) Health effects to exposure;
- 5) Fire and explosion information; and
- 6) Reactivity information.

PATENTS/COPYRIGHTS: The Contractor agrees to protect the Agency from claims involving infringements of any patents or copyrights.

FORCE MAJEURE: Contractor shall not be liable for delay in delivery or performance or for failure to give notice of delay when such delay is due to factors beyond its control, including, but not limited to, fires, strikes, explosions, governmental regulations, court orders or decrees, or acts of nature such as floods, winds, earthquakes, tornadoes or hurricanes. If the Contractor is unable to perform any of its obligations as a result of force majeure, Contractor shall immediately give written notice to

the Agency of the date of inception of the force majeure condition and the extent to which it will affect performance.

CUSTOMER SERVICE TEST: The representative will also maintain the same frequency of contact with the Contract Administrator for the resolution of any problems.

REQUIRED INSURANCE: The successful bidder shall be required to demonstrate adequacy (As required by the State of Texas for this type of business) of insurance in umbrella form, inclusive of, as a minimum:

General Liability	General Aggregate	\$1,000,000.00
	Statutory Limits	
Worker's Compensation or		\$1,000,000.00
Employers' Liability	Each accident	\$100,000.00
	Disease-Policy Limit	\$500,000.00
	Disease-Each Employee	\$100,000.00

A certificate of insurance showing the Agency as a certificate holder shall be required prior to any service commencing at any Agency locations. A 30-day cancellation provision is required. A private policy meeting the above minimum requirements is acceptable.

ORDER OF PRECEDENCE:

Any inconsistency in this solicitation or contract shall be resolve in giving precedence in the following order.

- a. The Bid Schedule (excluding specifications)
- b. Contract Provisions
- c. Other documents, exhibits and attachments
- d. Specifications

**HEAD START OF GREATER DALLAS, INC.
SPECIFICATIONS / SPECIAL CONDITIONS FOR
CHEMICALS & PAPER SUPPLIES**

The mission of Head Start of Greater Dallas, Inc. is to provide children with the foundation of skills and knowledge they need to be successful in school and life and foster self-reliant families and communities.

Service and deliver all items ordered to designated location in a timely manner. (See ordering provision).

Provide items as requested/specified. (Also note exceptions/substitutions provision).

Note any standard packaging/minimum order requirements in the exception area of the bid schedule. The Agency prefers delivery to all locations without a minimum order.

Damaged items shall be replaced within 48 hours at no additional charge to the Agency.

Changes will be done in writing, 30 days before the effective date, to the Purchasing Director at the Agency's Central office.

Contractor will supply Agency with order forms containing all the items indicated in this IFB.

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 that Head Start of Greater Dallas staff operates. At all times conduct shall be professional and exhibiting the "best practice" of the industry.

Contractor will advise individual centers if items on their order list will not be available for delivery no later than two days prior to the delivery date.

HEAD START OF GREATER DALLAS, INC.

BID SCHEDULE

IFB # 22-CPS

Note: All bidders, if you use an attachment(s), please reference the attachment(s) in the appropriate section below. Any attachments (including unit pricing and amount) must be submitted with the signed Schedule sheets to be considered for any award of contract. Failure to do so will result in your bid being declared nonresponsive.

Use this schedule of pricing even if you use Attachment:

Item #	Brand	Item Code	Description	Est. Qty.	Unit of Measure (per)	Brand & Item Code	Price Per Gal /Each /Case/ CT/ Box
1	Vondrehle Corporation	MFW-CS	M/F White Towel (16/250)	398	CS		
2	Import	Triggerspray9-EA	Trigger Sprayer 9 3/4"	271	EA		
3	Buckeye International	BE46010023-EA	E23 Labels	199	EA		
4	Hospesco	HOS-14949-CS	White Cloud Basic Bay Wipes	152	CS		
5	Tolco	Bottle32-EA	32 oz Spray Bottle	137	EA		
6	Member's Mark	Mem-980066035	Premium Baby diapers Size 5	128	CS		
7	R3 Redistribution	Mor400WY-CS	Morsof H/W towel Y notch	115	CS		
8	Revolution Bag, LLC	PC58100BK	Revolution 38x58.9 mil	105	Cs		
9	Georgia Pacific	GPC20041	All-purpose Medium-Duty Wiper	103	CT		
10	DEB	DEB-ANT1L-CS	Refresh Antibac Foam Hand	95	CS		
11	Member's Mark	MEM-980066055	Premium Care Diapers Size 4	86	CT		
12	Canberra Corp	ULB-6000-68-CS	Jaws Ultra Mist Bottles	83	CS		
13	Member's Mark	MEM-980066056	Premium Baby Diapers Size 6	77	CS		
14	Import	GLVPFL-Stock-BX	Large Vinyl PF standard Glove	74	BX		
15	Buckeye International	BE60231400-CS	E23 ECO Neutral Disinfectant	65	CS		
16	Huggies	HUG-806030-CS	Huggies Boy Training 4/5T 102	64	CS		
17	Kimberly Clark	KCP01804-CS	Scott Multifold Towel 4M/Case	64	CS		
18	Buckeye International	BE60621400-CS	E62 ECO Sanitizer	61	CS		
19	Facemasks	IDCHEADCHILD -CS	IDC Face Shield with Adjust	60	CS		
20	Buckeye International	BE90091120-CS	Sym—Grn Cert Foam Soap	59	CS		
21	Buckeye International	BE46010062-EA	E62 Label	58	CS		
22	Saf T Wipe	AL005-1-CS	Alcohol Wipes FDA 24/50 In CS	58	CS		
23	Cascades Tissue Group	CC-T116-CS	Tandem HW Twel 6/CS*not contr	53	CS		
24	Georgia Pacific	GP-47410-CS	Pacific Blue Basic 2-Ply 8.4 X	53	CS		
25	Revolution Bag, LLC	PC32XHW	Revolution 24x32 XHW 0.75MIL	53	CS		
26	Huggies	HUG-806106-CS	Huggies Girl Training 4/5T 102	52	CS		
27	Tork	TORK192127-CS	Tork Advanced Wipers Med-Duty	52	CS		
28	Inteplast Corporation	S334016N	33x40 16 MIC Natural Liner	51	CS		
29	Huggies	HUG-980181169	Huggies Boy Training 2/3T 128C	46	EA		
30	Member's Mark	MEM-980066053	Premium Care Diapers Size 3	45	CS		
31	Proctor & Gamble	PGC30130	.38 Microban Disinfectant Spray	45	CT		
32	Buckeye International	BE90151120-CS	SYM-1250 ML Non-Al Foam Hand	44	CS		

Item #	Brand	Item Code	Description	Est. Qty.	Unit of Measure (per)	Brand & Item Code	Price Per Gal /Each /Case/ CT/ Box
33	Vondrehle Corporation	2PT-CS	RT500 x PLY toilet tissue	44	CS		
34	Inteplast Corporation	SL3858150K	38x58 Black Liner (110/CS)	43	CS		
35	Cascades Tissue Group	CC-T225-CS	Tandem HW Towel 6/CS*not cont	42	CS		
36	Clorox	CLO30966CT	Ultra Clorox Germicidal Bleach	42	CT		
37	Vondrehle Corporation	Vonbcpt6-CS	C/P BCPT6 White Towel	42	CS		
38	Lysol	RAC74828CT	Lysol Disinfectant spray Linen	40	CT		
39	Arm & Hammer	CDC3320000107	Oxiclean Concentrated liquid L	39	CT		
40	Huggies	Hug-980181101	Huggies Girl Training 2/3T 128	39	EA		
41	Inteplast Corporation	SL4046XHW	40x46 White Liner (100/CS)	36	CS		
42	Boardwalk	BWK932AEA	Angle Broom, Plastic Bristles	36	EA		
43	Revolution Bag, LLC	PC39100BK	Revolution 33x39 100k 0.9Mil	35	CS		
44	Cascades Tissue Group	CC-T320-CS	Tandem White Tiss 6/CS*notcont	34	CS		
45	Tork	Tork240616-CS	Wagon Wheel 2 ply 48 Rolls/CS	33	CS		
46	Blak Nyle	GLNPF6039-CS	Blak Nyle Glove 5 mil Large	32	CS		
47	Buckeye International	BE51311000-CS	Clarion 25 Floor Finish 4x1	31	CS		
48	Kimberly Clark	KCP04460	Surpass 2 Ply Tissue (80/550)	29	CT		
49	Monk	69080-CS	Monk Disinfectant Wipes 6/cs	28	CS		
50	Signs	6020829-EA	12" Cir Pls Stand Here Black &	26	EA		
51	Arm & Hammer	CDC3320000103	He Compatible Liquid Detergent	26	CT		
52	Buckeye International	BE44016023-EA	E23-Spy Btl -Neutral Disinfec	26	EA		
53	Kimberly Clark	KCC21320-CS	Surpass Cubed Facial Tissue	25	CT		
54	Inteplast Corporation	S303710N	30x37 10 Mic Natural Linter	24	CS		
55	Proctor & Gamble	PGC12784	Gain Liquid Laundry Detergent	24	CT		
56	Blak Nyle	GLNPF6038-CS	Blak Nyle Glove 5 mil Med	23	CS		
57	Marvalosa	Marvalosa-G4-CS	Marvalosa 4G/CS	23	CS		
58	Buckeye International	BE44016023-CS	E23 Spy Btl -Neutral Disinfec	22	CS		
59	Buckeye International	BE99000081-EA	Sym-Free Standing Floor Disp	22	EA		
60	Buckeye International	BE99610001-EA	Sym -1250 ML Stlth Alpine	22	EA		
61	Member's Mark	MEM-980018485	Premium Care Diapers Size 2	22	CS		
62	Buckeye International	BE44016062-CS	E62 Spy Btl -Eco Sanitizer	21	CS		
63	Sanitaire	Eur66100	Upright Vacuum round belt	20	PK		
64	Proctor & Gamble	PGC02621CT	MR Clean Finish Floor Cleaner	19	CT		
65	Blak Nyle	GLNPF6040-CS	Blak Nyle Glove 5 mil x-large	18	CS		
66	Import	GLVPFL-STOCK-CS	Large Vinyl PF Standard Glove	18	CS		
67	Member's Mark	MEM-980018296	Premium Care Diapers Size 1	18	CS		
68	Prime Source	Bleach-CS	Bleach (6/1 Gal) 6%	17	CS		
69	Continental	CON-1702GY-EA	Drop shot Wastebasket Lid	17	EA		
70	Continental	CON-25GY-EA	25 Gallon Gray Base Swingline	17	EA		
71	Fresh Products	Freshsorb-Bx	Super Sorb Absorbant 6/Bx	16	BX		
72	Inteplast Corporation	S243308N	24x33 8 Mic Natural Liner	16	CS		
73	Carroll	Carclear-G4	Clear Lemon - Disinfectant	15	CS		
74	Aloegienics	603-CS	Aloegienic Sanitizer Flip Lids	14	CS		
75	Buckeye International	BE50251000-CS	Rip Saw - Stripper 4/1 Gallons	14	CS		

Item #	Brand	Item Code	Description	Est. Qty.	Unit of Measure (per)	Brand & Item Code	Price Per Gal /Each /Case/ CT/ Box
76	Buckeye International	BE99600001-EA	Sym -1250 ML Stlth Prestige	14	EA		
77	Alpine	ALP-483-EA	Toilet Seat Cover Dispenser	13	EA		
78	BoardWalk	BWKTRANSCUP5C T	Translucent Plastic Cold Cups	13	CT		
79	Heavenly Soft	SOF-410043-CS	JRT Jumbo Tissue Roll 2 Ply	13	CS		
80	Import	GLVPM-STOCK- CS	Medium Vinyl PF Standard Glove	13	CS		
81	Kimberly Clark	KCP41482-CS	Scott HH Roll Towel (20/128)	13	CS		
82	San Jamar	SJMC4160WH	Small pull-type 50z cup Disp	13	EA		
83	San Jamar	SJMG0805	Plexiglass 3 Glove Dispenser	13	EA		
84	Microfiber	MCLOTHP-PK	16"x16" Pink Microfibe Cloth	12	PK		
85	Continental	CON-1358BK-EA	14 QT Black Wastebasket	12	EA		
86	Fabuloso	CPC05253-CS	Fabuloso All purpose Cleaner	12	CS		
87	Microfiber	MCLOTHP-PK	16"x16" Pink Microfibe Cloth	12	PK		
88	Microfiber	MCLOTHB-PK	16"x16" Blue Microfiber cloth	11	PK		
89	Buckeye International	BE44016062-EA	E62 SPY BTL -Eco Sanitizer	11	EA		
90	Buckeye International	BE50051000-CS	Straight Up Neutral Clean 4/1	11	CS		
91	Complete Supply	CS-Citracide -CS	Citracide Disinfectant Spray	11	CS		
92	Inteplast Corporation	SL404615OK	40x46 Black Liner(100/CS)	11	CS		
93	Cascades Tissue Group	CSDK085	Pro Select Kitchen Roll Towels	10	CT		
94	Chase Products Co.	CH4103-CS	Spraypak Foam Disinfectant	10	CS		
95	Facemasks	IDCCHILD-REPL-CS	IDC faceheadshield Repl child	10	CS		
96	GOJO	GOJ404012S	GOJO Purell Hand Sanitizer	10	CS		
97	Kimberly Clark	KCP07805-40-CS	Scott JRT 2 Ply Tissue White	10	CS		
98	Kimberly Clark	KCP21270-CS	Kleenex Boutique Facial Tissue	10	CS		
99	Quest Specialty Company	CS-Superb-G4	CS-super Bugz Micorbe/Enzyme	10	CS		
100	Sanitaire	53270A	Sanitaire 12" Beater Bar	10	EA		
101	Vondrehle Corporation	HW800W-CS	H/W B80B 800' White Towel	10	CS		
102	Brulin & Company	BR-VP300ESK-EA	Victory – Estatic Back Pack	9	EA		
103	Dial	Dia02936CT	Antibacteriam Foam Hand Wash	9	CT		
104	R3 Redistribution	98971-CS	Lyso Toilet Bowl Cleaner	9	CS		
105	Arm & Hammer	CDC3320084113CT	Carpet & Room Allergent Reducer	8	CT		
104	SC Johnson	SJN314470BX-BX	Double Zipper Storage Bags Ea	8	BX		
105	Nilfish, Inc	107413584-PKG	Spectrum Dust Bag Kit	7	PK		
107	Pads	PAD20DOM-CS	20" Dominator Stripping Pad	7	CS		
108	Time Mist	TMS1047717	Classic Time Mist Metered Disp	7	EA		

Item #	Brand	Item Code	Description	Est. Qty.	Unit of Measure (per)	Brand & Item Code	Price Per Gal /Each /Case/ CT/ Box
109	Boardwalk	BWK620-EA	60" Yellow Quick Change MOP	6	EA		
110	Buckeye International	BE44016022-EA	E22 Spy Btl one step disinc	6	EA		
111	Buckeye International	BE50901000-CS	Quat 256 Disinfectant 4/1 Gal	6	CS		
112	C-line	CLI42620	Reusable Dry Erase Pockets 25	6	BX		
113	Complete Supply	NABD-Q12-CS	Non Acid Bathroom Disinfectant	6	CS		
114	Continental	CON-912BK-EA	Plastic Lobby Dust Pan	6	EA		
115	HOSPECO	HOS-HG2500-CS	Health Gard Toilet Seat cover	6	CS		
116	Import	15819-CS	Hand Sanitizer 12-16 oz pump	6	CS		
117	Inteplast Corporation	S386017N	38x60 17 Mic Natural Liner	6	CS		
118	Lysol	Rac96084	Toilet Bowl Cleaner w/Hydrogen	6	CT		
119	ACME	H305-200-BX	Alcohol Cleansing Wipes 200/Bx	5	BX		
120	Arm & Hammer	CDC3320011538	Deodorizing Carpet Cleaning PO	5	CT		
121	Buckeye International	BE44016015-EA	E15 Spy BTI-HYD peroxide Clnr	5	EA		
122	Chase Products Co.	Ch4104-CS	Spraypak Spray Disinfectant	5	CS		
123	Continental	CON-335-312YW-EA	35QT Yellow MOP Bucket Combo	5	EA		
124	DEB	Eng1L-CS	Refresh Energie Foam 1L	5	CS		
125	Fresh Products	Wavecotton -Bx	Wave 3D Urinal Screen 10/Bx	5	BX		
126	GOJO	GOJ516104-CS	Gojo Fmx-12 Foam Hand Wash	5	CT		
127	Inteplast Corporation	S404816N	40x48 16Mic Natural Liner	5	CS		
128	MOPS	SLMB-5-EA	Medium Blue Wet Mop Head	5	EA		
129	Proctor & Gamble	PGC32987CT	Comet Powder Cleanser (24/21)	5	CT		
130	Rubbermaid	RCP367400BLA	Lobby Pro Broom 35" Metal	5	EA		
131	Apline	ALP-470-65L-EA	17 Gallon Stainless Steel Open	4	EA		
132	BoardWalk	Baggk6500	#6 Brown Paper Bags (500/PK)	4	BD		
133	Buckeye International	BE99610050-EA	Sym -1250 ML ABC	4	EA		
134	Cascades Tissue Group	CC-C345-EA	Tandem Towel Dispenser White	4	EA		
135	Chase Product Co.	CH4109-CS	Spraypak Lemon Furniture Polis	4	CS		
136	Chase Product Co.	Ch5189-CS	Lemon Drop Metered	4	CS		
137	Clorox	CLO88320CT	SOS steel Wool Soap Pads	4	CT		
138	Facemasks	IDCFACESHIELD-CS	IDC face shield sing use .015"	4	CS		
139	GOJO	GOJ5362-02	GOJO foam antibacterial Hand soap	4	CT		

Item #	Brand	Item Code	Description	Est. Qty.	Unit of Measure (per)	Brand & Item Code	Price Per Gal /Each /Case/ CT/ Box
140	Import	TFTHERMOMETER-EA	Infrared thermometer touchless	4	EA		
141	Nilfisk, Inc	50000390	Am2400D Air Mover, 3 speed	4	EA		
142	Proctor & Gamble	PGC88529CT	Sensitive Baby Wipes Cotton	4	CT		
144	Ronco	GLNITECHM-CS	Nitech Med Gloves Blue, 5 mil	4	CS		
145	Sanitaire	SC679K-EA	Sanitaire SC679 traditional	4	EA		
146	Vondrehle Corporation	Von880N-CS	H/W 8"x 800' - 800 N Towel	4	CS		
147	BoardWalk	BWK352ACT	Dust Mop Treatment Aerosol	3	CT		
148	Chase Products Co.	CH5169-CS	Mulberry Metered	3	CS		
149	Chase Products Co.	CH5319-CS	All fruit Assortment Metered	3	CS		
150	CPI	MFLEXWAVE-EA	Flexible Wave Duster	3	EA		
151	CPI	WAVEPOCKETB18	18" Wave pocket Mop Microfiber	3	EA		
152	Facemasks	IDCGOGGLES-CS	IDC Goggles Disposable .015"	3	CS		
153	DIXIE	DXEPM21	Medium Weight Fork White 1000	3	CT		
154	DIAL	Dia80790CT	Dial Liq Antibac sopa w/pump	3	CT		
155	GEN	GEN852E	Facial Tissue Cube Box 2 ply	3	CT		
156	GEORGIA PACIFIC	GP-26610-CS	Sofpull whi hardwound towel	3	CS		
157	Kimberly Clark	KCC21606CT	White Facial Tissue, 2-Ply, PO	3	CT		
158	Light Bulbs	LT8F170041BP1	Light Bulbs 120V 4Ft 15 Count	3	CS		
159	MOPS	FML-EA	Large Blue/white wet mop Head	3	EA		
160	Mr. Clean	BUT440436	Turbo Plunger & Bowl Brush set	3	EA		
161	Rubbermaid	Rfpr83812CT	Slider Bags2.5 gal 0.9MIL	3	CT		
162	SAFCO	SAF9923BL	23 Gallon Black Step on Trash	3	EA		
163	SAN JAMAR	SJMT1720TBK	Countertop MF Towel Holder	3	EA		
164	SANITAIRE	EUR63213B10	Style St disposable vacuum Bag	3	PK		
165	SANITAIRE	EURSC886G	Sanitaire 12" Upright Vacuum	3	EA		
166	SANITAIRE	SC6100A-EA	Sanitaire Carpet Extractor	3	EA		
167	SANITAIRE	SC889A	Tradition Quitclean Upright	3	EA		
168	Simple Green	SMP50032	Simple Green Lime Scale Remove	3	CT		
169	UNGER	UNGLH12C	Light-Duty Scraper W/48" Handl	3	EA		
170	UNGER	UNGNN140	51" Nifty Nabber Ext Arm with	3	EA		
171	Boardwalk	BWK610-EA	60" Yellow Plastic Jaws Mop	2	EA		

Item #	Brand	Item Code	Description	Est. Qty.	Unit of Measure (per)	Brand & Item Code	Price Per Gal /Each /Case/ CT/ Box
172	Boardwalk	Bwkm365C	36x5 cut-end dust Kit, 60"	2	EA		
173	Bobrick	BOB40	40oz black soap dispenser	2	EA		
174	Buckeye International	BE41001000-EA	Grip & Go blue (each)	2	EA		
175	Carroll	41723-CS	Happy Malador counteractant	2	CS		
176	Carroll	Carbubble-G4	Bubble Buster- Defoamer (4/1)	2	CS		
177	Carroll	Carquick-G4-CS	Quick Draw Extractor Deterg	2	CS		
178	Cordova	GD10-EA	Goggle Perf Clear Polycarb	2	EA		
179	Fabuloso	CPC05252	Fabuloso 4/1 Ocean cool	2	CT		
180	Facemasks	IDCHEASHIELD -CS	IDC face shield with adjust	2	CS		
181	Fresh Products	ECOCLIPHONEY-BX	ECO clip Honeysuckle	2	BX		
182	Inteplast Corporation	IBSPHMORE 15ns	PRODUCE BAG, 10X15, 9 MICRON	2	CT		
183	Inteplast Corporation	S434816N	43x48 16 Mic Natural Linter	2	CS		
184	PHLO	PS800-CS	Pink Lotion Hand Soap 12-800ML	2	CS		
185	Quest Specialty Company	CS-GLEAM-G4	CS-Gleam-RTU Glass Cleaner	2	CS		
186	Microfiber	MCLOTHY-PK	16"x16" Yellow Microfiber	1	PK		
187	Boardwalk	BWK603-EA	63" Wooden Wet Mop Handle	1	EA		
188	Boardwalk	BWKTRANCUP7CT	Translucent Plastic Cold cups	1	CT		
189	Bruhin & Company	BR-VP200ESK -EA	Victory -Estatic Sprayer	1	EA		
190	Buckeye International	BE44016042-CS	E42 ECO BTL odor eliminator	1	CS		
191	Buckeye International	BE53051000-CS	Jet Stream – Extract Clean	1	CS		
192	Buckeye International	BE90150050-CS	Sym- Non Alco Foam Sanitizer	1	CS		
193	Continental	CON-3200GY-EA	32 Gal Huskee Gray Container	1	EA		
194	Continental	Con-3255-EA	Trash Can Dolly	1	EA		
195	Continental	Con-4444GY-EA	44 Gal Huskee Gray Container	1	EA		
196	Continental	Con-4445GY-EA	44 Gal Huskee Container Lid	1	EA		
197	Continental	Con-5500GY-EA	55 Gallon Gray Receptacle	1	EA		
198	Continental	Con-5501GY-EA	55 Gal Trash Can Lid	1	EA		
199	Dust Off	Faldmhj	Touch Screen Cleaning Wipes	1	EA		
200	Fresh Products	Frs121400BO	Odor-out rug/Carpet Deodorant	1	BX		
201	Import	M95-Youth-CS	M95 Cloth Washable Face Mask	1	CS		
202	Import	Portablesink-5C	Portable Hand Sink Cold Water	1	EA		

PAYMENT TERMS (normal payment schedule is net 30 days)

ACKNOWLEDGMENT OF, AND THE NUMBER OF AMENDMENTS RECEIVED.

TERMS FOR PAYMENT AND DELIVERY – NET 30 AND FOB DESINATION

Bid items listed on previous pages reflect a representative sample, estimated in use at the agency, for bidding purposes and may not reflect actual quantities or items to be ordered. Supplier suggestions for best value purchases will be seriously considered.

HEAD START OF DALLAS, INC.
BID SCHEDULE
IFB # 22-CPS

Bid items listed on pages 10 through 15 reflect a representative sample, estimated in use at the agency, for bidding purposes. Bidders are to indicate below their best discount of all items shown in their most recent catalogue, which is to be submitted with their bid and marked accordingly.

Pricing is the major factor in this award but will not be the sole determining factor in the selection of a Contractor for this bid. The requested documentation and responses to our requests for information will determine whether or not your Bid is complete, responsive, and accepted for review. Only complete bids submitted with all requested information and documentation shall be considered.

HSGD qualifies for GSA, TXMAS, and other governmental cooperative schedule pricing. If your company is on any government or cooperative schedule, please indicate if the above pricing/discounts meet or exceed the schedule pricing and provide the contract number and Agency.

HSGD's major funding source is federal dollars, which must be matched with 25% of non-federal matching funds. We encourage (not require) all contractors to help the Agency, as a non-profit community service organization, to meet its obligation through donations of services or in-kind contributions of products. If the Bidder intends to help meet the Agency's match through in-kind services or product then please indicate the amount and percentage of the in-kind with the pricing information. If a discount on catalog products is to be offered in lieu of "in-kind" product, then indicate in your bid whether or not this discount is unique to the Agency, due to it being a non-profit organization, or is your standard practice (*which cannot be counted towards matching funds*). This not a determining factor in the selection of a Contractor.

All pricing information should be in a separate envelope for review purposes.

Name of the Catalogs and current year

1. _____
2. _____
3. _____
4. _____

Listed catalogs are required to be distributed to all centers after the award of the bid. If for any reasons the catalogs cannot be distributed, please do not list them on the bid package.

EVALUATION, BID ANALYSIS CRITERIA & SELECTION

All bids received shall be evaluated on "Best Value", which means lowest overall cost to the agency for this service, while considering the following factors/order of ranking:

<u>CRITERIA</u>	<u>WEIGHT FACTOR</u>
a. Unit Price;	5
b. Quality;	4
c. Delivery/Service	3
d. Solicitation meeting Specifications	2
e. Small Business/Minority/Woman Owned	1

Method used in the collection of data

1. Unit price scoring is determined by taking the lowest bid from a **responsive** bidder and dividing all other bids into the low bid and multiplying by 10 to get the raw score. The raw score is used to (in the case of more than 5 bidders) to qualify bidders as finalist. The finalists are then subject to Review and analysis using the other Criteria.
2. Quality/Service/Delivery scoring is determined by but not inclusive of site visits by the Review Committee, conducting testing and/or trials of the product, reviewing product information, past experience, observation, and/or extensive references checks.
3. The specifications raw score is achieved by the Review Committee and/or Purchasing Agent comparing bids with specifications, comparing bids with each other, and/or comparing the bids with industry standards.
4. The raw score for Small Business/Minority/Woman Owned is derived from actual documentation from a recognized governmental agency as to their status. 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 five million dollars.
5. All raw scores are entered into a factor analysis spreadsheet, which automatically multiplies them by the weight factor and adds the total final score for each bidder.
6. The Review Committee normally (but has the right for good cause not to) recommends the bidder with the highest score to be awarded the contract.

AGENT OF SUCCESSFUL CONTRACTOR

Bidder will list below the name address and telephone number(s) of the agent for the successful potential Contractor who is to be contacted and served notice for any purpose under this Contract.

1) Successful Contractor _____

2) Name of Agent _____

3) Address of Agent _____

Email: _____

Contact Telephone Number: _____

EXCEPTIONS if necessary attach as ATTACHMENT on separate sheet:

I agree that this is _____ 's full and complete bid and if awarded this Contract _____ agrees to the terms and conditions in this document as submitted in our bid. I further by my signature certify that I am an authorized representative of the CONTRACTOR with authority to obligate such to comply with all pricing, terms and conditions in this bid, attachments, and submittals.

Signed and executed by: _____ Date: _____

Printed Name: _____

Title: _____

Company: _____ Contact No: _____

Received by: _____ Date: _____

Head Start of Greater Dallas, Inc.
Agency Representative

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
_____ Phone Number	_____ Date
	_____ 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.

Texas 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.

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 LOCATION

<p>Brookhaven 3939 Valley View Lane, Bldg. E Farmers Branch, TX 75244-4997 (972) 331-9565 (972) 241-8507 *Summer Grigsby</p> <p>Buckeye Trail Commons 6717 Bexar Street Dallas, TX 75215 (469) 917-9100 (972) 807-2094-Fax Wylaia Asberry-Mondy</p> <p>David's' Place 1000 South Carroll Avenue Dallas, TX 75223 (214) 823-3309 (214) 823-0701-Fax *Tasandra Govan</p> <p>EHS Garland & Garland 4580 West Buckingham Road, Garland, TX 75042-4514 (469) 250-4300 (214) 272-8968 Fax *Rolaunda Scott-Garner</p> <p>Ferguson Oates 2345 Oates Drive Dallas, TX 75228 (214) 324-2831 (469) 906-6531-Fax *Wikita Allen</p> <p>Wanda Meshack Smith 3950 Gannon Lane, Dallas, TX 75237-2919 (972) 283-7700 (972) 296-8949 –Fax Rhonda Daniels</p>	<p>Grand Prairie 550 S. Carrier Pkwy. Suite 500 Grand Prairie TX 75051-1555 (972) 237-4434 (972) 237-4438-Fax *Mandi Compton</p> <p>Lake June 9030 Lake June Road Dallas, TX 75217-2634 (214) 398-9696 (214) 398-8510-Fax *Lynette Wilson</p> <p>Lake West & Lake west Early Head Start 3737 Goldman, Suite 100, Bldg. B Dallas, TX 75212 (214) 267-0524 (214) 637-9034-Fax *Taquana Kinsey</p> <p>Jerry Junkins (Mesquite) 650 Lee Street Mesquite, TX 75149 (214) 643-6345 (214) 643-6492-Fax *Monica Perez</p> <p>Jeanie's Place Early Head Start 938 South Carroll Avenue Dallas, TX 75223 (972) 598-0360 (214) 377-8730 -Fax *Anita Williams</p>	<p>Margaret H. Cone & EHS Margaret H Cone 2919 Troy Street Dallas, TX 75210-1364 (214) 217-3170 (214) 421-7521- Fax *Dawn Thomas</p> <p>Roseland Homes 2011 North Washington Avenue, Dallas, TX 75204-4244 (972) 284-0040 (972) 284-0045-Fax *Dmitri Hobbs</p> <p>Robbie Jones Head Start 1920 Walnut Plaza Carrollton, TX 75006-5810 (972) 416-1595 (972) 416-6876-Fax *Abner Nieto-Luna</p> <p>West Garland 3709 W. Walnut St. Garland, TX 75042-6239 (469) 250-4360 (972) 276-9876-Fax *Dawn Warren</p> <p>Grant East – Head Start 2901 Morgan Dr., Dallas, TX 75241 (972) 3257-7979/7980 (972) 228-4435 –Fax *Karen Jackson</p> <p>Central Office 3954 Gannon Lane, Dallas, TX 75237 (972) 283-6400</p>
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*Site Manager

Note: Centers can be added or deleted throughout year.