

**HEAD START OF GREATER DALLAS, INC.
3954 Gannon Lane
DALLAS, TEXAS 75237**

**REQUEST FOR PROPOSAL
FOR
PROGRAM SUPPLIES & EQUIPMENT
for
July 1, 2023, through July 1, 2026**

Solicitation: 2023 - PSE

INQUIRIES AND PROPOSALS SHOULD BE DIRECTED TO:

Name: Agnes Chiu

Title: Purchasing Agent

Entity: Head Start of Greater Dallas, Inc.

Address: 3954 Gannon Lane
Dallas, Texas 75237

Phone: (972) 383-6400 Ext 6414

**Please provide all requested information,
as the proposal will be analyzed based upon the information given.**

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I. GENERAL INFORMATION

A. Purpose

The purpose of this RFP is to obtain the services of a Pre-K Educational Supplies and Equipment supplier or suppliers to provide inside delivery, assembly (when required) and delivery to the specified location all materials and equipment necessary to support Head Start of Greater Dallas, Inc.'s Program Operations.

B. Who May Respond

Only Qualified Suppliers with the physical, financial, and other resources necessary to comply with the required or proposed performance schedule. Offeror's must have a satisfactory record of performance, integrity, ethics, and otherwise qualified to receive an award.

C. Pre-proposal Conference : Due to the unpredictable Coronavirus Variants, pre-bid conference will be held by e-mail on the date of December 8, 2022. Please e-mail your questions to achiu@hsgd.org. After the pre-bid conference date, December 8, 2022, no questions will be answered.

**Request For Proposal shall be submitted to:
Head Start of Greater Dallas, Inc.
3954 Gannon Lane
Dallas, Texas 75237-2919.**

D. Instructions on Proposal Submission

1. Closing Submission Date
PROPOSALS MUST BE SUBMITTED AND RECEIVED NO LATER THAN 10:00 A.M. ON JANUARY 20, 2023
2. Inquiries
Inquiries concerning this RFP should be directed to Agnes Chiu at (972) 283-6414/e-mail to achiu@hsgd.org. However, questions dealing with specifications and performance of the contract shall be addressed ONLY during the Pre-Proposal Conference.
3. Conditions of Proposal
All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by Head Start of Greater Dallas, Inc.
4. Responsiveness
Offeror shall provide, all documentation required (both explicitly requested and implied) by this RFP. Failure to provide this information may result in rejection of bid as being non-responsive.
5. Instructions to Prospective Contractors
Your Proposal should be addressed as follows:

Name: Agnes Chiu (2023-PSE)
Title: Purchasing Agent
Entity: Head Start of Greater Dallas, Inc.
Address: 3954 Gannon Lane
Dallas, Texas 75237

It is important that the Offeror's proposal be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information: (no e-mail or fax's proposal will be accepted)

**Request for Proposal 2023-PSE
10:00 a.m. on January 20, 2023
PROCUREMENT for 2023-Program Supplies / Equipment**

Failure to do so may result in premature disclosure of your proposal.

It is the responsibility of the Offeror to ensure that the proposal is received by Head Start of Greater Dallas, Inc. by the date and time specified above. Bids will be opened promptly at **10:00 A.M. on January 20, 2023 per Head Start time**. Any proposal received after the opening of the first proposal will be considered a late proposal and returned unopened to the Offeror.

Late proposals will not be considered.

6. Right to Reject

Head Start of Greater Dallas, Inc. reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be based upon the factors described in this RFP.

7. Amendment:

Any interpretations, corrections or changes to the Request for Proposals and specifications shall be made by issuance of written addenda or amendment. Sole issuing authority of addenda/amendments shall be vested in the Agency's Purchasing Agent. Contract changes will be available on the Agency web site (www.hsgd.org) or upon written request mailed (or e-mailed) to any prospective supplier. It is the Offeror's responsibility to acquire any and all addenda/amendments; therefore, failure to acquire proposal addenda/amendments shall not be grounds for a protest or proposal review.

8. Small and/or Minority-Owned Business

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 Offeror *must present third party documentation* as to their status with their proposal in order to qualify for consideration as an SB/SMB/SWOB.

An Offeror 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.

9. Notification of Award

It is expected that a decision selecting the successful Program Supply / Equipment Supplier(s) within 9 weeks of the closing date for the receipt of proposals. Upon conclusion of final negotiations with the successful Firm(s) and the bid awarded, all Offerors submitting proposals in response to this Request for Proposals will be informed, in writing, of the name of the successful firm.

It is expected that any contract, if awarded, shall be at minimum a one-year fixed price contract with options and pricing guidelines for two additional one-year periods.

10. 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.

11. Ethics:

Offeror 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.

12 Offerors must comply:

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

13. Remedies:

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

14. Venue:

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

15. Protest of Award

If an Offeror 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) and/or posted.

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.

E. Description of Entity

Head Start of Greater Dallas, Inc. is a nonprofit organization, which serves low income families of Dallas County, Texas by providing early childhood education and other services to children from birth to 5 years of age and their families. Head Start of Greater Dallas, Inc. is a private, non-profit corporation and has been determined to be exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code. It is governed by a twenty-one-member volunteer Board of Directors. Administrative offices and all records are located at 3954 Gannon Lane, Dallas, Texas 75237. Other offices are located throughout Dallas County. Head Start of Greater Dallas, Inc. is the Health and Human Services Grantee for the Head Start program in Dallas County. This is the sole program operated by Head Start of Greater Dallas, Inc.

F. Options

At the discretion of Head Start of Greater Dallas, Inc. this Program Supplies / Equipment Proposal may result in a contract(s) for one year that can be extended for two additional one-year periods. The cost for the option periods will be agreed upon by Head Start of Greater Dallas, Inc. and Offeror. It is anticipated that the cost for the optional years will be based upon reasonable assumptions regarding product, freight, and other normal cost increases.

II. SPECIFICATIONS

A. **Scope of Program Supplies / Equipment Provision Services**

The purpose of this RFP is to obtain the services of a Pre-K Educational Supplies and Equipment supplier or suppliers to provide inside delivery, assembly(when required) and delivery to specified location all materials and equipment necessary to support Head Start of Greater Dallas, Inc. Program Operations.

1. **Issue Resolution** – the Purchasing Agent / Contract Administrator will work in concert with the Sales Representative or Account Manager to address any problematic issues.
2. **Maintenance/Warranty – Upon notice** during the first thirty (days) after delivery, the supplier agrees to replace without penalty or restocking fees to the Agency any damaged, defective, sub-standard, or incorrectly provided equipment within ten (10) business days of notification. Supplier shall provide all warranty information upon delivery of the equipment. Supplier 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 (which ever is most restrictive) and be free from all defects in material, workmanship and title.
3. **Information** – Offeror will provide educational support for any supplies, curriculum, or equipment it provides and will upon occasion demonstrate any newly introduced products. HSGD will provide the supplier with all necessary information pertaining to **billing, tax exemption, delivery addresses, and contacts.**
4. **Account Management** – HSGD requires that a Sales Representative /Account manager be assigned to their account. HSGD and this individual will establish an acceptable schedule to review account status, performance issues, accounting issues, etc.
5. **Reports – Suppliers** will provide HSGD with all requested documents in a timely manner including but not exclusively POD's, Invoices, and Statements showing allocations of payments.
6. **Descriptions of Supplies/Equipment Any** reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and minimum quality desired. Offers 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.
7. **Delivery:** FOB destination, inside delivery, specified agency location, full freight provided for. Also note bid specifications/special conditions.

B. **Performance**

Head Start of Greater Dallas' Program Supplies and Equipment needs shall be met in a timely manner and in accordance with the provisions of the RFP. The Supplier(s) performance for such shall be regularly monitored pursuant to all provisions of the RFP. Substitutions of specified equipment are allowable only with prior written permission and shall be of equal or better quality/functionality as the original.

C. **Contract**

THE OFFEROR'S PROPOSAL, 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 DIFFERENTIAL OR ADDITIONAL TERMS WILL BECOME PART OF THIS CONTRACT WITHOUT A WRITTEN MODIFICATION, TITLED "AMENDMENT", AGREED TO BY BOTH PARTIES.

D. 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 scope of the contract shall be submitted 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.

E. Indemnification

SUCCESSFUL OFFEROR SHALL DEFEND, INDEMNIFY AND SAVE 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, ACT OF OMMISION OR ERROR, OR OTHER FAULT OF THE SUCCESSFUL OFFEROR, OR THEIR AGENTS, IN THE PERFORMANCE OF ANY CONTRACT WHICH MAY RESULT FROM THE BID AWARD. CONTRACTOR SHALL PAY ANY JUDGMENT COST WHICH MAY BE OBTAINED AGAINST THE AGENCY GROWING OUT OF SUCH INJURY OR DAMAGES.

F. 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/professional practices" are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

G. Performance Schedule

The required schedule for delivery of goods is routinely within 30 days after receipt of the Purchase Order; exceptions to this schedule can be made on a case by case basis. Any backordered or unavailable items not meeting the agreed upon delivery schedule are subject to cancellation and if delivered after order cancellation shall be returned without payment including any restocking fees. **During the Agency's final 60 days of its Fiscal Year (Feb. 28), the Agency reserves the right to implement a "fill or kill" policy on all orders. Any orders shipped after an order has been canceled can and shall be considered a "donation" and acknowledged as such.**

H. Price

The Offeror's ***proposed pricing should be submitted separately in its own envelope*** marked "COST PROPOSAL". Include information indicating how the price was determined. We are seeking an "all inclusive" and "not to exceed" price. For example, when calculating costs, the Offeror should indicate the estimated number of hours by staff level, hourly rates, equipment costs, and total cost by staff level and any other out-of-pocket or miscellaneous expenses.

As HSGD's major funding are federal dollars, which must be matched with 25% of our budget from non-federal sources, any donations towards meeting this match shall be appreciated. We encourage (not require) all of our contractors to help the Agency, as a non-profit community service organization, to meet it's obligation through donations of services or in-kind contributions of products. If the Offeror 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 "in-kind" product, then indicate in your bid whether or not this discount is unique to the Agency, due to it's 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.

HSGD qualifies for TX DIR, NJPA, TCPN TXMAS, BUY BOARD, 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.

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

I. Payment

Payment shall be made upon receipt and acceptance by the Agency of all services completed or goods, materials and equipment are received and installed (if required) along with the receipt of a valid signed invoice for services or with signed proof of delivery of goods, materials and equipment. Packing Slips and Proof of Delivery must be itemized and signed by HSGD personnel to be considered valid. In accordance with the State of Texas Prompt Payment Act, Chapter 2251.022, Government Code, Contractor is required to pay any Subcontractor's within ten (10) days of receipt of payment from the Agency.

Contractor shall submit original itemized invoices and valid signed invoices for services or signed proof of delivery for goods, materials and equipment to Head Start of Greater Dallas, Inc within 15 days of completion of services or receipt of goods, materials and equipment. Invoices shall be submitted by email to: hsgdaccountspayable@hsgd.org or by mail to:

Head Start of Greater Dallas, Inc.

Attn: Accounts Payable

3954 Gannon Lane

Dallas, TX 75237

Head Start of Greater Dallas, Inc. reserves the right to challenge and/or reject an invoice or request for payment if the documentation of services, goods, materials or equipment is not satisfactory in determining proof of service/delivery. Head Start of Greater Dallas, Inc's authorized representative will notify the Offeror of such challenge and/or rejection giving the reason(s). The right to reject an invoice shall extend throughout the term and any subsequent terms of this contract and ninety (90) days after the Offeror submits the final invoice for payment.

J. Confidentiality

The Offeror agrees to keep the information related to all aspects of the Agency in strict confidence. Other than the reports submitted to Head Start of Greater Dallas, Inc., the Offeror agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Offeror's possession, to those employees on the Offeror's staff who must have the information on a "need-to-know" basis. The Offeror agrees to immediately notify, in writing, Head Start of Greater Dallas, Inc.'s authorized representative in the event the Offeror determines or has reason to suspect a breach of this requirement.

K. Professional Standards

Offeror'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.

III. OFFEROR'S TECHNICAL QUALIFICATIONS

The Offeror, in its proposal, shall, as a minimum, include the following:

A. Prior Experience with providing Early Childhood Program Supplies and Equipment.

The Offeror should describe its prior experience including the names, addresses, contact persons, and telephone numbers of prior organizations your firm has provided similar Services. Experience should include the following categories:

1. At least 5 years desired performing the basic functions necessary to providing and assembling of Early Childhood Program materials, supplies, and equipment.
2. Prior experience servicing nonprofit organizations (5 years desired).
3. Development, operation, and maintenance of a Web Based Online Ordering System with functionality enabling customization of a Private System tailored to meet the individual needs of a particular Agency (ex. HSGD) and reflect pricing schedule offered to that Agency via the contract (2 years desired).

B. Organization, Size, and Structure

The Offeror should describe its organization, size (in relation to the size of HSGD Requirements) and structure. Indicate, if appropriate, that the firm is a small or minority-owned business. Indicate if the firm is a listed TX DIR, NJPA, TCPN, TXMAS, Buy Board, or governmental purchasing cooperative approved supplier.

C. Staff Qualifications

The Offeror should describe the qualifications of staff to be assigned to the Servicing of this Contract

Descriptions should include:

1. Sales team makeup.
2. Overall supervision to be exercised.
3. Prior relevant experience of the individual project team members.

Only include resumes of staff to be assigned to the project. Education, position in firm, years and types of experience, and continuing professional education or training will be considered.

D. Understanding of Work to be Performed

The Offeror should describe its understanding of work to be performed, including audit demands, support, any action or business model pertinent to the proposal, and related information. If operational changes are proposed then studies, research, and related pertinent information must be provided to support the Offeror's rationale.

E. Licenses / Certificates

The Offeror must include copies of any Licenses or Certifications claimed by staff assigned to the Contract. The Offeror must sign and include as an attachment to its proposal the Certifications enclosed with this RFP. The publications listed in the Certifications will not be provided to potential Offerors by Head Start of Greater Dallas, Inc., because Head Start of Greater Dallas, Inc. desires to contract only with an Offeror who is already familiar with these publications.

IV. PROPOSAL EVALUATION

A. Submission of Proposals

All proposals shall include two copies of the Offeror's technical qualifications, two copies of the pricing information (in a separately sealed envelope), and two copies of the signed Certifications. These documents will become part of the contract.

B. Nonresponsive Proposals

Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:

1. The proposal is not received timely in accordance with the terms of this RFP.
2. The proposal does not follow the specified format.
3. The proposal does not address all items included in the specifications.
4. The proposal does not provide the requested references for firms that you have provided like services.
5. The proposal does not provide qualifications, experience, certifications, or licenses for staff members assigned to this contract.
6. The Proposal is not adequate to form a judgment by the reviewers that the proposed undertaking would successfully address the needs of the HSGD Network Users.

If a proposal is declared nonresponsive by the review committee, it is final and not subject to review or appeal.

C. Review Process

The following Evaluation Tool will be used by a Solicitation Review Committee to score the proposal, the references, and other pertinent information. Upon completion of this Solicitation Review, a recommendation for award of this contract will be made to the Audit and Finance Committee of the Agency's governing Board who will review and decide whether or not to make an award recommendation to the Board.

Head Start of Greater Dallas, Inc. may, at its discretion, request presentations by or meetings with any or all Offerors, to clarify or negotiate modifications to the Offerors' proposals. However, Head Start of Greater Dallas, Inc. reserves the right to make an award without further discussion of the proposals submitted. Therefore, **proposals should be submitted initially on the most favorable terms**, from both technical and price standpoints, which the Offeror can propose. It is advisable for the Offeror to be complete and thorough in their response to our requests for information.

Head Start of Greater Dallas, Inc. contemplates award of the contract to the responsible and responsive Offeror who the Review Committee deems as offering the most beneficial contract and best value for the Agency.

D. Evaluation

Evaluation of each proposal will be based on the following criteria:

Factors	Point Range
1. Prior Program Supply Experience:	
a. Prior experience providing services for Head Start Programs	0 – 10
b. Prior experience performing related services for nonprofit organizations.	0-10
c. Web-based On-Line ordering system which can be customized to a Particular agency (example: HSGD)	0-5
Head Start of Greater Dallas will contact references to verify the experience provided by the Offeror.	
2. Organization, size, and structure of the Offeror's firm. Considering the size in relation to other program supply and equipment providers:	
a. Adequate size of the firm	0-10
b. Minority/small business.	0-5
3. Qualifications of staff to be assigned to sales, accounting, administration, and management of the Contract. This will be determined from references, resumes, education, certifications, years of experience, continuing professional education, etc.	
a. Customer Service Team	0-10
b. Overall supervision to be exercised	0-5
c. Prior experience of the individual project team members	0-5
4. Offeror's understanding of work to be performed.	
a. Required Resources to show knowledge of equipment and supply needs for Early Childhood Education.	0-10
b. Contract Delivery, Schedule and Special Requirements of Head Start Programs	0-5
5. Pricing	
a. Contract Pricing Offered	0-25
b. In-kind donation or "value added" services (min. 25% of expenditures)	
MAXIMUM POINTS	100

HEAD START OF DALLAS, INC.**PRICING SCHEDULE****RFP # 2023-PSE**

The following proposal items reflect a representative sample, estimated in use at the Agency, for proposing purposes.

Item	Description	Price (Each/per set/per dozen)	Amount
1	MAPLE PULL UP STORAGE		
2	COT SHEET STANDARD WHITE		
3	KAPLAN DOUGH 48 OZ YELLOW		
4	KAPLAN DOUGH SET OF 10		
5	SOFT ALPHA CARPET 8X12 RECT		
6	ABC PRM SEAT CARPET 8.4X12 RCT		
7	ELLIPTICAL PLAYRING		
8	BLANKET SET OF 4		
9	20 IN AFRICAN AMERICAN BABY		
10	20 IN ASIAN BABY		
11	SQUARE MISSION TABLE 2 CHAIRS		
12	SMALL SENSORY TABLE W/LID		
13	LG GRAYON & MARKET COMBO CLS PK		
14	WOODEN HAMMER ROLLER STAMPER		
15	FACES OF THE WORLD POSTER SET		
16	CREATIVE LEGO DUPLO BRICK SET		
17	MINI ORCHESTRA		
18	CAROLINA KITCHEN UNITS		
19	LAP D SCREEN MANUALS		
20	7 IN BLOCK PLAY TRAFFIC SIGNS		
21	LEARN TO COUNT		
22	WOODEN TRANSPORTATION SET		

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Item	Description	Price	Amount
23	FARM ANIMALS' COLLECTION		
24	WOODEN VILLAGE PEOPLE		
25	KS PATTERN BLOCKS PRIMARY RUG		
26	PLAY & FOLD JR SLIDE		
27	MAGNETIC FOAM UPPCASE LETTRS		
28	SNAP & WIPE POCKET BIB SET – 6 PK		
29	CAUCASIAN FAMILY		
30	DO A DOT RAINBOW ART SET		
31	CRAFT STICKS – 1000 PCS		
32	EASY-STCK GUTTR SHAPES – 600		
33	WATERCOLOR PAPER -200 SHEETS		
34	EASY-GRIP JUMBO PEGS-SET 100		
35	DBL-SIDED COLOR POSTRBRD -100		
36	DBL-SIDED WHITE POSTRBRD – 100		
37	9 IN X11.5 IN POUCHES – 100 PK		
38	PIPE STEMS – 100 PCS		
39	ART TISSUE PAPER 100 SHEETS		
40	SUPERBRIGHT TAGBRD 9 X12 -100 PK		
41	D-EXTRA ALPHA-SKETCH PAPER-100		
42	JUMBO CRAFT STICKS-BAG OF 75		
43	TEXTURED BLOCKS 30 PC		
44	WATERPROOF BIBS 10 PK ASST 2		
45	ELMERS 1 GAL CLEAR GLUE		
46	WOODEN PUPPET STAND		
47	NON-SPILL PAINT POTS-N-BRUSHES		
48	GEOMETRIC PUZZLE BOARD		

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Item	Description	Price	Amount
49	UNFINISHED WOOD CARDS 12 PC		
50	SEA LIFE FLOOR PUZZLE 48 PCS		
51	KIDPLY SOFT SOLID 4F X 6F MIDN		
52	GRIPPER RATTLE		
53	LAP-D AGE 3 SCORING PROFILES		
54	CONST PAPER 9X12 WHITE 50 EA		
55	CONST PAPER 9X12 YELLOW 50 EA		
56	CONST PAPER 9X12 HOT PINK – 50 EA		
57	5 INCH BLUNT TIP SCISSORS		
58	BOWLS WHITE SET OF 12		
59	ART KRAFT ROLL 500X36 – BLACK		
60	5 CLEAR STORAGE BINS		
61	STEP UP STANDARD STOOL		
62	TAKE & TOSS TODDLER UTENSILS – 32		
63	LAP-D AGE 3 SCORING PROFILE SP		
64	STURDY CHAIR HIGHCHAIR		
65	UPPER/LOWER CASE ALPHABET PUZZ		
66	DINOSAUR SET		
67	200 BROAD TIP MARKETS CLASS SH		
68	KITS ON THE GO/24 UNDS		
69	CREATE-YOUR-OWN MINI BK – 30 EA		
70	TRANSPARENT STACKING TOWER		

Indicate below your most recent catalogue(s), which are to be submitted with Proposal.

Head Start Classroom List/Equipment

Early Head Start Classroom List/Equipment

Multicultural/Diversity Classroom List/Equipment

Bilingual, Multilingual & ESL Classroom List/Equipment

All deliveries are to be FOB Destination, **Inside Delivery to include assembly if required for use**. Any third-party delivery ticket(s) must identify the Contractor and purchase order number, or it will be refused.

PAYMENT TERMS (normal payment schedule is net 30 days) indicate any prompt payment discount.

INKIND, (contributions in products, donations, rebates, etc.) as a percentage from proposed catalog price, in the form a certificate(s) to be used later, and to be sent to the purchasing department upon placement of any written purchase order.

CERTIFICATIONS

- A. Independent Price Determination
 - a The individual signing certifies that he/she is authorized to contract on behalf of the Offeror.
 - b The individual signing certifies that the Offeror is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Offeror.
 - c The individual signing certifies that the prices quoted in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition.
 - d The individual signing certifies that the prices quoted on this proposal have not been knowingly disclosed by the Offeror prior to an award to any other Offeror or potential Offeror.
 - e The individual signing certifies that there has been no attempt by the Offeror to discourage any potential Offeror from submitting a proposal.

- B. The individual signing certifies that the Offeror is a properly licensed, certified, or otherwise legitimate firm recognized to perform business in the State of Texas.

- C. The individual signing certifies that the Offeror meets the industry standards of certification, licensing, etc. as relative to the demands of the project.

- D. The individual signing certifies that he/she has read and understands all of the information in this Request for Proposal, including the specifications for the project. He/she further certifies that no employees or the firm has been cited in respect to performing substandard work, been debarred or suspended from doing work with any Federal, State, or Local Government. (If the Offeror or any individual to be assigned to the project has been found in violation of any state or professional standards, this information must be disclosed.)

- E. The individual signing certifies that the Offeror shall carry and kept in force during the contract term (and subsequent terms) professional Liability Insurance, Workers Compensation, and other insurance deemed reasonably necessary by the Agency.

- F. The individual signing certifies that neither the Offeror, nor the Offeror's employees, officers, and/or owners are related to, have affiliation with, have business or other financial interests with, or participate in any other activity with employees, Directors, or Policy Council members of the Agency that could be or have the appearance of a *conflict of interest*. If you have any questions concerning this issue, please disclose this and ask the Purchasing Agent to make a determination prior to a contract award. Discovery of a possible *conflict of interest* after the award is grounds for an immediate suspension of the contract which could lead to a default and termination of the contract.

Dated this _____ day of, 20 ____.

(Offeror's Firm Name)

(Signature of Offeror's Representative)

(Printed Name and Title of Individual Signing)

Acknowledged by _____
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
_____	_____
	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.

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 _____
Head Start of Greater Dallas, Inc.

Date _____

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 Jenkins (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.