

HEAD START OF GREATER DALLAS, INC.
3954 GANNON LANE
DALLAS, TEXAS 75237

REQUEST FOR PROPOSAL-24-P&DS
FOR
PRINTING AND DESIGN SERVICES

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) 283-6414

**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

This Request for Proposal is to contract for Printing and Design services for at least one year. The proposal can include options for two additional one-year periods. This proposal can also include either a printing vendor and separate design vendor or a firm both offering both printing & design vendor. The agency's goal is to set-up a vendor to provide services to the Community Development Department located at:

Wanda Meshack Smith Administrative Office
3954 Gannon Lane
Dallas, TX 75237

All work must conform to the needs of the Director of Community Development and Department.

B. Instructions on Proposal Submission

1. Closing Submission Date

Proposals must be submitted and received no later than 10:00 a.m. on February 13, 2024

2. Inquiries

Inquiries concerning this RFP should be directed to Agnes Chiu at (972) 283-6414. **Pre-proposal Conference will be held via Zoom on January 12, 2024, at 10:00 a.m., by invitation from Head Start of Greater Dallas Central Office. You are encouraged to attend, please RSVP so that you will be sent the Zoom Link for the Pre-Proposal Conference. If cannot attend, you may fax or e-mail your questions to achiu@hsgd.org, nlott@hsgd.org, and dbanks@hsgd.org(Specification)**

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
Title: Purchasing Agent
Entity: Head Start of Greater Dallas, Inc.
Address: 3954 Gannon Lane, Dallas, Texas 75237-2919

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:

Request for Proposal - 24-P&DS
10:00 a.m. on February 13, 2024
SEALED PROCUREMENT for PRINTING AND DESIGN SERVICES

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

It is the responsibility of the Offeror to ensure the proposal is received by Head Start of Greater Dallas, Inc. by the date and time specified above.

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. Sole issuing authority of addenda 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. It is the Offeror's responsibility to acquire any and all addenda; therefore, failure to acquire proposal addenda 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 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/MOB.

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 qualifying as such using the Size Standards Tool at <http://www.sba.gov>. Please provide a copy of the results to get credit for being a "small business."

9. Notification of Award

It is expected that a decision selecting the successful printing and design service firm(s) will be made three to five weeks after the closing date for the receipt of proposals. Upon conclusion of final negotiations with the successful firm(s), all Offerors submitting proposals in response to this Request for Proposals will be informed, in writing, of the name of the successful firm(s). 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:

Offeror shall be in compliance with all Federal, State, County and local laws and not currently named as plaintiff in any legal proceedings or appeal for violations of any such laws. All services provided under this contract must be in compliance with Federal, State, County, and local laws. Must comply with 45CFR Part 1302.44, 7CFR Part 210, 220, 226, 21CFR107, and FNS 796-2 Rev. 4.

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. FORCE MAJEURE: Neither party shall 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, acts of war or terrorism, epidemics, pandemics, governmental regulations, order of legal authority, court orders or decrees, or acts of nature such as floods, wind, earthquakes, tornadoes or hurricanes. If either party is unable to perform any of its obligations as a result of force majeure, the affected party shall immediately give written notice to the Agency or Contractor of the date of inception of the force majeure condition and the extent to which it will affect performance.**16. Protest of Award:** If an Offeror wishes to protest and appeal the award, 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 Protester'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.

C. Description of Agency

Head Start of Greater Dallas, Inc. is a nonprofit organization, which serves one county in Texas. 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-five-member volunteer Board of Directors. Administrative offices and all records are located at 3954 Gannon Lane, Dallas, TX 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 currently operated by Head Start of Greater Dallas, Inc. The Agency, at full enrollment, serves more than 2,282 children.

D. Options

At the discretion of Head Start of Greater Dallas, Inc., the Printing and Design Services 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 the same approximate costs of the contract for the initial year. Head Start of Greater Dallas reserves the right to request and receive any/all documents and information to do a cost-price analysis to determine the reasonableness of any pricing increases.

II. SPECIFICATIONS

PRINTING AND DESIGN SPECIFICATIONS

All printing and design projects must be the Offeror's best work. Each project must be printed in compliance with the specifications listed below, unless otherwise noted by the Community Development Department. Paper weight and selection will vary with each project.

All projects must be designed and printed in full color with high resolution. Low Resolution or inappropriately cut projects will not be accepted.

The Offeror will conform to the timeline for finished products, in agreement with the Community Development Department, for each project.

The Offeror will follow the appropriate purchasing process as it pertains to project orders, printing, and design.

- a. Before moving forward with the final product, the Offeror must submit a quotation and layout/sample of work.
- b. Once layout/sample is approved by Community Development, the Offeror will receive a Purchase Order Number (PO Number) from the Purchasing Department before completion of projects.

The Offeror may not change product pricing from originally quoted prices.

All designs must be new and not a copy of previous designers' work.

All products must be delivered during HSGD, Inc. normal business hours (between 8:00 a.m. and 5:00 p.m.).

Printing Specifications:

1. Business Cards – the agency orders business cards as requests are submitted each month. The vendor must offer an electronic/online form where the staff can complete independently their personal work information for their business card. The number of business cards ordered varies - it is contingent on the number of positions that are recently hired that require business cards.
 - a. The cards must be 150lb weight, 19pt thickness, with a Soft Touch finish.
 - b. Each business card requested per person must contain 250 per box.

2. Center Envelopes - the agency orders envelopes for each center to use for mail throughout the year. This order is usually once a year.
 - a. There are 24 centers that require envelopes. The number of centers requesting envelopes may vary in accordance with the level of Federal funding. Head Start of Greater Dallas reserves the right to add or delete centers. There are 24 centers.
 - b. #10 regular Envelopes with Head Start Logo and each center's name on the sender line, full color.
 - c. 500 per box per center
 - d. Wanda M. Smith Administrative office requires 10 boxes.

3. Special Event Invitations – each year the agency hosts at least one event to assist with the branding of the agency. This invitation must be printed in accordance with the guidance of the Community Development Department, which is contingent on the type/style of the event.
 - a. Typically, 500 printed (varies)

4. Agency Fliers – the agency typically does two orders a year for agency fliers. Estimated total per order or for both orders 7,000.
 - a. two-sided gloss, full color
 - b. Must be in three languages:
 - i. 3,000 (English)
 - ii. 3,000 (Spanish)
 - iii. 1,000 (Vietnamese)

5. Door Hangers/Door Knockers – utilized for door-to-door promotion of the agency for enrollment.
 - a. Card stock, full color
 - b. 1,500 English; 1,500 Spanish, 250 Vietnamese

B. Additional Requirement:**A. 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.

B. 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.

C. 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 OMISSION 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.

D. 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.

E. Delivery Schedule

Upon the request from the Community Development Department and the length of the project.

F. Insurance

The successful provider 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 |
| Automobile Liability | | \$400,000 |
| Worker's Compensation and Employers' Liability | Statutory | |
| | Each accident | \$100,000 |
| | Disease Policy Limit | \$500,000 |
| | Disease Each Employee | \$100,000 |

Employee Bonding**Certificate**

A certificate of insurance showing the Agency as certificate holder and "additional insureds" shall be required prior to any work commencing at any Agency location. A 30-day cancellation provision is required. A private policy meeting the above minimum requirements is acceptable.

G. Pricing

The Offeror's proposed price should be submitted separately in its own envelope marked "COST PROPOSAL". Include information indicating how the price was determined. We are seeking a "all inclusive" and "not to exceed" price. For example, 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 budget 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 added value services and/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 value and/or 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 is not a determining factor in the selection of a Contractor.

HSGD qualifies for TX DIR and other cooperative contract schedule pricing. If your company is on the TX DIR, TCPN, Texas State Co-op, or Buy Board contract 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.

H. Payment

Payment shall be made upon receipt and acceptance by the Agency of **all** services completed and the receipt of a valid and signed invoice with proof of delivery of services, 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 from the Agency.

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 provided (proof of delivery of service) is not satisfactory in determining proof of service. 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 of this contract and for ninety (90) days after the Offeror submits the final invoice for payment.

I. Work Papers

1. The Offeror will provide a copy of all work papers and other documentation pertaining to the work performed and equipment provided as support for any invoice. The work papers must be concise, complete, and provide the basis for costs as well as analysis of needs, problems, etc.
2. The work papers and all other documentation shall remain the property of Head Start of Greater Dallas and shall be available and provided with 24 hours' notice for examination by authorized representative of the relative federal or state audit agency, and Head Start of Greater Dallas, Inc.

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 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. Periodic Review

Head Start of Greater Dallas, Inc. and the Offeror will conduct a periodic review of expenses and services provided in order to reduce or maintain costs of overhead and services while maintaining quality at a mutually acceptable level. Both parties will supply to the other pertinent information and assistance for the review process.

Offeror: Please state what provisions will be made to keep the Agency up to date on overhead and service expenses and provide a suggested schedule for review. Please, if applicable, provide a list of services beyond the "Scope of Services" listed above. Please state in your proposal what provisions will be made to keep the Agency up to date and meeting all regulations (Federal, State, & local) as they pertain to the services you provide.

L. 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 QUALIFICATIONS¹

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

A. **Prior Experience**

The Offeror should describe its prior experience. Please include at least five (5) local references with names, addresses, e-mail addresses, contact persons, and telephone numbers having knowledge of prior contracted services provided by the Offeror with other organizations/companies. Experience should include the following categories:

1. Have adequate financial resources, or the ability to obtain such resources as required.
2. Be able to comply with the required or proposed performance schedule.
3. Have a satisfactory record of performance.
4. Have a satisfactory record of integrity and ethics; and
5. Be otherwise qualified and eligible to receive an award.

B. **Organization, Size, and Structure**

The Offeror should describe its organization, size (in relation to the size of HSGD Requirements) and structure. Indicate if the firm is a listed TX DIR, Source Well, Omnia Partners, TX Smart Buy, Buy Board or governmental purchasing cooperative approved supplier.

C. **Staff Qualifications**

The Offeror should describe the qualifications of staff to be assigned to the Project.

Descriptions should include:

1. Project team makeup.
2. Overall supervision to be exercised.
3. Prior experience of the individual project team members.
4. Professional Licenses held by team members

Only include resumes of staff to be assigned to the project. Education, position in firm, years and types of experience, continuing professional education, state(s) in which licensed, will be considered.

¹ Provide all requested information... it will be evaluated.

D. Understanding of Agency Needs**Narrative**

Please provide a detailed explanation of how your company plans to meet the Printing & Design needs of our Agency. Please answer such questions as: What makes your company different from the others? What area of expertise and experience does your firm have that will be a good fit for our Printing and Design Services need?

IV. PROPOSAL EVALUATION**A. Submission of Proposals**

All proposals shall include three copies of the OFFEROR'S technical qualifications, three copies of the pricing information (in a separately sealed envelope), and three copies of your current Insurance Certifications.

B. Non-responsive Proposals

Proposals may be judged non-responsive 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, certificates, or licenses for staff members assigned to the project.
6. The proposal does not include the Narrative and Proof of Insurance (Certificate).
7. The Proposal is not adequate for the reviewers to form a judgment that the proposed undertaking will successfully address the Printing and Design Services needs of Head Start of Greater Dallas.

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 site visits, interviews, and/or 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 the Review Committee deems as offering the most beneficial contract and best value for the Agency.

OFFEROR MUST PROVIDE ALL THE INFORMATION REQUESTED.

Evaluation Tool

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

| Factors | Point Range |
|--|--------------------|
| 1. Prior experience and history: | |
| a. Prior experience, if any, providing Printing and Design Services for groups, companies, or organizations. | 0 – 5 |
| b. Prior experience, if any, providing Printing and Design services to day care for programs /agencies similar to HSGD in a timely manner. | 0 – 10 |
| c. Prior experience, if any, providing Printing and Design services to individuals working with pre-K children in a timely manner. | 0 – 5 |
| d. Complaint history/statistics for the last three years (provide and describe source for verification). | 0 – 5 |
| <p>Head Start of Greater Dallas will contact references to verify the experience provided by the Offeror.</p> | |
| 2. Organization, size, and structure of the OFFEROR'S organization. (Considering size in relation to needs of Agency): | |
| a. Location, organization, size, and financial health, of the Offeror. | 0 – 10 |
| b. Minority/small business. | 0 – 5 |
| 3. Understanding of Agency's needs: | |
| a. Printing and Design needs of Agency. | 0 – 10 |
| b. Legal and/or ethical considerations and other pertinent information. | 0 – 5 |
| c. Plan for and suggested scope of the Periodic Review. | 0 – 5 |
| 4. Licenses/Insurance Certificates: Insurance policy coverage, articles of incorporation, DBA business registration, BBB rating, etc. | 0 – 10 |
| 5. Pricing | 0 – 30 |
| MAXIMUM POINTS | <u>100</u> |

¹ Provide all requested information ...it will be evaluated!

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 keep 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.

(Offeror's Firm Name)

(Signature of Offeror's Representative)

(Printed Name and Title of Individual Signing)

Acknowledged by _____
Agency Representative

Date this _____ day of 20 _____

**CERTIFICATE OF INDEPENDENT
PRICE DETERMINATION**

By submission of this proposal, the provider certifies, and in the case of a joint proposal, each party thereto certifies, as to its own organizations, that in connection with this procurement:

The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other provider or with any competitor:

Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the provider and will not knowingly be disclosed by the provider prior to proposal opening, directly or indirectly to any other provider or to any competitor.

No attempt has been made or will be made by the provider to induce any person or firm to submit or not to submit a proposal for the purpose of restricting competition.

EACH PERSON SIGNING THIS PROPOSAL CERTIFIES THAT:

He is the person in the provider's organization who is responsible for the decision as to prices offered herein and that he has not participated in and will not participate in any action contrary to the statements above.

or

He is not the person in the provider's organization who is responsible for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decisions. In certifying that such persons for whom he acts and himself have not participated and will not participate in any action contrary to the statements above.

Authorized Signature

Title

Date

In accepting this proposal, the institution certifies that the institution's officers, employees, or agents have not taken any action which may have jeopardized the independence of the proposal referred to above.

Head Start of Greater Dallas, Inc. Representative

Acceptance of this certification does not constitute the formation of a contract.

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

DEFINITIONS**Covered Contracts/Subcontract**

- (1) Any nonprocurement 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 into 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 into a covered contract or subcontract because of an exclusion or disqualification.

Participant - any person who submits a proposal for or who enters into 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 a government wide effect.

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

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

| | |
|--------------------------------------|---|
| Name of Business (Contractor) | Vendor ID No. or Social Security No. |
|--------------------------------------|---|

- (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 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

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 into 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

(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 with the exception of the following:

Exceptions:

Executed this ____ day of _____, 20__

By: Contractor _____ Date _____

Title _____

Company _____

By: Agency _____ Date _____

Head Start of Greater Dallas, Inc.

Standard Terms & Conditions Attachment
(PLEASE SIGN AND RETURN)

Termination: The agreement entered into by Head Start of Greater Dallas and (*Contractor's Name*) _____, 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 (HSGD) 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.

Conduct of Personnel: 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.

Confidentiality: Contractor agrees to keep the information related to all aspects of the Agency in strict confidence. Other than reports submitted to Head Start of Greater Dallas, Inc., the Contractor 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 necessary to restrict access to the information, while in the Contractor's possession, to those employees on the Contractor's staff who must have the information on a "need-to-know" basis. The Contractor agrees to immediately notify, in writing, Head Start of Greater Dallas, Inc.'s authorized representative in the event the Contractor determines or has reason to suspect a breach of this requirement.

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.

Intellectual Property Indemnity: Contractor shall indemnify, defend and hold HSGD harmless against all claims, liabilities, losses, damages, costs and expenses (including legal fees) resulting from or arising in connection with any actual or claimed infringement of any patent, copyright, mask work, trademark, trade secret or other intellectual property, proprietary or contractual right of any third party, with respect to the goods or services provided under the purchase order and/or contract.

Invoice Payment: Unless otherwise specified in the purchase order and/or contract, Payment terms will be Net 30. HSGD shall have no obligation to pay any amount prior to HSGD's receipt of a correct and proper invoice for such amount prepared in accordance with the purchase order and/or contract. Except as expressly provided in the purchase order and/or contract, Payment shall not be due until final acceptance by HSGD.

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 that person 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 insure 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 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 with the exception of the following:

Exceptions:

Executed this ____ day of _____, 20__

By: Contractor _____ Date _____

Title _____

Company _____

By: Agency _____ Date _____

Head Start of Greater Dallas, Inc.-Purchasing Agent