

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

**REQUEST FOR PROPOSAL  
FOR**

Solicitation: Broker Consultant Services for Employee Benefits  
(Group Health Plan, Life Insurance, Accidental  
Death & Dismemberment & Long-Term Disability Benefits)

**RFP – 24BCS**

INQUIRIES AND PROPOSALS SHOULD BE DIRECTED TO:

NAME: Deborah Rogers

TITLE: PURCHASING DIRECTOR

ENTITY: HEAD START OF GREATER DALLAS, INC.

ADDRESS: 3954 GANNON LANE  
DALLAS, TEXAS 75237

PHONE: (972) 283-6415

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**I. GENERAL INFORMATION**

**A. Purpose**

Head Start of Greater Dallas, Inc. is requesting proposals from qualified and licensed professionals to provide Employee Benefits Broker/Consultant services related to Head Start of Greater Dallas, Inc. Group Health Plan, Life Insurance, Accidental Death and Dismemberment, and Long-Term Disability benefits. The selected firm will be partnering with HSGD Human Resources Department Staff to develop the full range of services related to the design, implementation, maintenance, and improvement of Head Start of Greater Dallas, Inc. employee benefits insurance program for all employees. The RFP is anticipated to result in a contract for 1 (one) year with 2 (two) additional optional years.

**B. Who May Respond**

- (i) Only candidates credentialed as a broker or consultant as required by the Texas Department of Insurance to provide the proposed services for this RFP.
- (ii) Only firms capable of providing experienced in-house staff to perform the complete range of requested services.

**C. A Pre-proposal Conference will not be held due to the urgent need to procure services.**

**D. Instructions on Proposal Submission**

**1. Closing Submission Date**

Proposals must be submitted and received no later than **1:00 P.M. on December 18, 2024.**

**2. Inquiries**

Inquiries concerning this RFP should be directed to Deborah Rogers at email: [drogers@hsgd.org](mailto:drogers@hsgd.org) or (972) 283-6415. Questions dealing with specifications and performance of the contract shall be addressed ONLY if received by November 29, 2024 at 10:00 A.M. Questions and Answers will be sent to all offerors by email, posted on the txsmartbuy.com website and HSGD.ORG website no later than close of business December 4, 2024.

**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: Deborah Rogers (24-BSC)  
Title: Purchasing Director  
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:

**Request for Proposal  
1:00 P.M. on December 18, 2024  
PROCUREMENT For: 24-BSC**

Failure to do so may result in premature disclosure of your proposal. It is the responsibility of the Offeror to insure that the proposal is received by Head Start of Greater Dallas, Inc. by the date and time specified above. Proposals will be opened promptly at 1:01 P.M. per Agency time clock time. Any proposal received after the opening of the first proposal will be considered a late proposal and will be shredded unopened.

**Late proposals will not be considered.**

- 6. Right to Reject**  
Head Start of Greater Dallas, Inc. reserves the right to reject without explanation 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 amendment. Sole issuing authority of amendment shall be vested in the Agency's Purchasing Agent/Director. Amendment will be available on the Agency web site ([www.hsgd.org](http://www.hsgd.org)) or upon written request mailed (or e-mailed) to any prospective bidder. It is the Offerors responsibility to acquire any and all amendments, therefore failure to acquire proposal 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 a Small/Minority/Women owned business.

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 Broker/Consultant firm will be made within six weeks of the closing date for the receipt of proposals. Upon conclusion of final negotiations with the successful Broker/Consultant firm and the bid awarded, all Offerors submitting proposals in response to this Request for Proposals shall be informed, in writing (post or via e-mail), of the name of the successful Broker/Consultant. It is expected that the contract shall be at minimum a one-year fixed price contract including 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.
- 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).

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 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, 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., Employee Benefit Broker/Consulting 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, if any, of the contract for the initial year.

## **II. SPECIFICATIONS**

#### **A. Scope of Services**

This Request for Qualification is to provide the following, but is not limited to, Employee Benefit Broker/Consulting services to Head Start of Greater Dallas, Inc. in collaboration with the Human Resources Department.

- Prepare bid specifications and solicit proposals, as needed, from insurance markets that specialize in group insurance plans.
- Evaluate bids and bidders, including administration, coverage, claim payment procedures, customer service, networks, reserve establishment policies, and financial condition.
- Review and analyze claims experience, claim service, and claim administration to ensure maximum benefit to Head Start of Greater Dallas, Inc.
- Assist Head Start of Greater Dallas with the implementation and communication of new programs or changes to existing programs, which may include attendance and presentation of information at Open Enrollment meetings when requested.
- Keep Head Start of Greater Dallas updated and in compliance with industry changes, practices, cost.

B.

**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.**

C.

**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.

D.

**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.**

E.

**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.

F.

**Delivery Schedule**

The required schedule for delivery of service will be no more than 30 days after contract award or a date agreed upon by the Human Resource Director and awardee.

G.

**Price**

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 an "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 Head Start of Greater Dallas, Inc.'s major funding source is federal dollars, which must be matched 25% of budget with non-federal funds, if feasible 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 supplier 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.

HSGD qualifies for TXSmartbuy, Omnia Partners, Sourcewell, Buyboard, TX DIR 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.

**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 Sub-contractors 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 to determining proof of service. Head Start of Greater Dallas, Inc.'s authorized representative will notify the supplier 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 supplier submits the final invoice for payment.

**I. 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 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.

**J. 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.

**K. Contract Administrator:**

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

**L. 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	\$1,000,000.00
Automobile Liability		\$400,000.00
Worker's Compensation or Employers' Liability		Statutory Limits
	Each Accident	\$100,000.00
	Disease-Policy Limit	\$500,000.00
	Disease-Each Employee	\$100,000.00

Certificate of Insurance

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

**M. Subcontracting**

No subcontracting will be permitted on this submission. All personnel performing the actual services and/or representing themselves as officers of the company are to be employees of that company and not temporary employees or employees of another company hired by the Awarded Contractor.

**III. OFFEROR'S TECHNICAL QUALIFICATIONS**

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

**A. Qualifications for Employee Benefits Broker/Consultant Services.**

- Texas Department of Insurance Broker or Consultant License.
- 7 years providing Employee Benefits Brokerage or Consulting Services.
- 5 years providing Employee Benefits Brokerage or Consulting Services to Public or Non-Profit Organizations.
- In-house State of Texas Licensed Legal Council.
- Demonstrated record of responsiveness and quality of customer service.
- Ability to provide creative approaches to cost reduction and cost containment.
- Ability to serve English and Spanish speaking populations.
- Broker/Consultant's awareness and ability to provide timely, accurate communication of emerging trends, opportunities, regulatory updates, and risk potentials to HSGD.

**B. Prior Experience with Employee Benefits Broker/Consultant Services.**

The Offeror should describe its prior Broker/Consultant Service experience including the names, addresses, contact persons, and telephone numbers of prior organizations served. Experience should include the following categories.

- Prior experience, if any, providing Employee Benefits Packages for groups, companies or organizations.
- Prior experience, if any providing database access services, claims advocacy and legal services to programs/agencies similar to HSGD.
- Prior Experience, if any, providing insurance product advice, risk assessment, Employee Benefits Software and conducting new hire Benefits Orientation for agencies similar to HSGD.
- Prior Experience, if any, conducting Competitive Bidding Processes for solicitation of Insurance Products for agencies similar to HSGD and insurance carriers with whom you have established relationships.
- Complaint history/statistics for the last five years (describe source for verification).

**C. Organization, Size, and Structure**

The Offeror should describe its organization, size (in relation to the size of HSGD Requirements, financial, services provided, client relations, etc) and structure. Indicate, if appropriate, the firm is a small or women or minority-owned business and if so provide third party documentation for status.

**D. Staff Qualifications**

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

1. Project team makeup including lead persons role.
2. Overall supervision to be exercised and how that will interface with Agency leadership.
3. Prior experience of the individual team members.
4. Professional Licenses held by team members.

Only resumes of the actual staff to be assigned to the Employee Benefits team will be reviewed. Educational background, position in firm, years and types of experience, continuing professional education, state(s) in which licensed will be reviewed closely.

**E. Understanding of Work to be Performed**

The Offeror should describe its understanding of work to be performed, including audit demands, development of the Employee Benefits Package, conducting the Competitive Bidding Process, conducting New Hire Benefits Orientation and related pertinent information they must provide to support their rationale.

**F. Certificates**

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.

**G. Fees and Costs**

The Offeror shall provide an estimated cost to perform the statement of work as described herein as an “all inclusive” (not to exceed) amount. The Offeror shall provide a comprehensive fee schedule including commissions by vendor, contingent commissions and placement fees. Also identify time and expense charges if applicable.

Provide assurances that all commissions, additional revenues from insurers as a result of “contingency” or volume agreements, and rebates will be disclosed and transparent. If the compensation will incorporate both fees and commissions, the methodology and revenues must be stated within the proposal. Fees & Costs submittal is Appendix A.

**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/scope of work.
5. The proposal does not include the signed Certifications.
6. The proposal does not provide the requested references for firms to which you have provided similar services.
7. The proposal does not provide qualifications, experience, certifications or licenses of staff members assigned to the project.
8. The proposal is not adequate to form a judgement by the reviewers that the proposed undertaking would successfully address the needs of the HSGD Employee Benefits Program.

*If a proposal is declared nonresponsive by the Solicitation Review Committee, it is final and not subject to review or appeal.*

**C. Review Process**

A Solicitation Review Committee will review each proposal for scope of work, qualifications, references and other pertinent information supplied by each Offeror. Upon completion of scoring proposals, interviews may be requested for the top 3 rated Offerors. Please respond to all questions and requests for information. Any zero or incomplete responses shall be treated as nonresponsive and your proposal rejected or will severely affect your score and chances to win the award.

Head Start of Greater Dallas, Inc. (HSGD) may, at its discretion, request presentations or meetings with any or all Offerors, to clarify or negotiate modifications to the Offerors' proposals. However, HSGD reserves the right to make an award without further discussion of the proposals submitted. Therefore, **Offerors proposals should initially be submitted with the most favorable terms**, from both technical and price standpoints, the Offeror can propose.

Head Start of Greater Dallas, Inc. reserves the right to make multiple awards if in the best interest of the agency and contemplates award of the contract to the responsible and responsive supplier(s) who the Solicitation Review Committee deems as offering the most beneficial contract and best value for the Agency.

D.

**Evaluation Tool**

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

	<u><b>Factors</b></u>	<b>Point Range</b>
1.	Prior experience:	
	a. Prior experience with Employee Benefit Packages of other groups, companies or other organizations.	0-10
	b. Prior experience providing database access services, claims advocacy, insurance product advice, risk assessment, Employee Benefits software, conducting new hire Benefits Orientations and other services to programs/agencies similar to HSGD.	0-10
	c. Prior experience conducting Competitive Bidding Processes for solicitation of insurance products for agencies similar to HSGD and insurance carriers with whom they have established relationships.	0-5
	Head Start of Greater Dallas will contact prior organizations to verify the experience provided by the Offeror's Employee Benefits team.	
2.	Organization, size, and structure of the Offeror's firm. (Considering size in relation to the size of HSGD Requirements, financial services provided, client relations, etc).	
	a. Adequate size and structure of the Employee Consulting/Brokerage firm in comparison to HSGD.	0-10
	b. Woman/Minority owned, Hub or small business signed certificates provided.	0-5
3.	Qualifications of staff to be assigned to the Employee Consulting/Brokerage team. This will be determined from resumes, education, position in firm, years and types of experience, continuing professional education, and state(s) in which licensed.	
	a. Team makeup including lead person's role.	0-10
	b. Overall supervision to be exercised & interface with Agency leadership.	0-5
	c. Prior experience of the individual team members & licenses.	0-5
4.	Offeror's understanding of work to be performed.	
	a. Adequate coverage for development of Employee Benefits Package, Competitive Bidding Process, conducting New Hire Orientations, & related pertinent information to support rationale.	0-15
	b. Realistic time estimates of each unit step	0-5
5.	Price	
	a. Not to exceed price. Bid Price Analysis by Purchasing Team.	0-20

Total points

MAX. 100

### 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 \_\_\_\_\_ Date this \_\_\_\_\_ day of 20 \_\_\_\_\_  
Agency Representative

## 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 debaring 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 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

<b>Name of Business (Contractor)</b>	<b>Vendor ID No. or Social Security No.</b>
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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

**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

**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
- b. a Member of Congress) within or without the Agency in connection with the awarding of this contract or agreement.
- c. 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.
- d. 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 \_\_\_\_\_  
Head Start of Greater Dallas, Inc.

Date \_\_\_\_\_

## Appendix A - Fees and Costs

<u>Coverage</u>	<u>Fees</u>	<u>Commissions</u>
<b>Employer Paid Benefits</b>		
Medical		
Employer Paid Life/AD&D with EAP		
EAP Benefit with Life AD&D		
Employer Paid Long Term Disability		
Wellness Program		
<b>Voluntary Benefits</b>		
Voluntary Dental HMO		
Voluntary Dental PPO		
Voluntary Vision		
Voluntary Short Term Disability		
Voluntary Critical Illness		
Voluntary Cancer		
Voluntary Legal Shield		
<b><u>Other Fees and Commission and/or Anticipated Expenses</u></b>		
<p>List any fees or costs Head Start of Greater Dallas, Inc.(HSGD) would be obligated to pay for Consulting/Brokerage Service. If no fees will be charged to HSGD, show Zero on each line. Return Appendix A in a separate envelope for review purposes (page 6, para G.) with the Technical Proposal.</p>		
<p>The Coverage listed above is current insurance coverage for HSGD for about 500 people.</p>		