

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

REQUEST FOR PROPOSAL
FOR
LAWN CARE & LANDSCAPE 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) 383-6400 Ext 6414

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

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I. GENERAL INFORMATION

A. Purpose

Head Start of Greater Dallas, Inc. is requesting proposal on the items stipulated within the request for proposal. We will use the proposal to select the supplier or suppliers to be given the opportunity to service our Head Start sites' lawn care & landscape needs for the current and additional school years. Vendor will perform service in timely manner in accordance with the schedule.

It is the supplier's responsibility to communicate with HSGD. Prices should be fixed for the periods specified and should take into account the fact that there will be about 12 sites. The number of sites requesting service may vary in accordance with the level of Federal funding. Head Start of Greater Dallas reserves the right to add or delete centers on the list with 15 days written notice. (See centers list)

B. Who May Respond

The qualified suppliers should possess a strong financial background and have adequate of staff to provide the variety of requested services. Such services must include weed control, fire ant control, trim hedges, trim shrubs, groundcover, and other kinds of Landscape services in a professional and workman-like manner. Documentation of credentials must be on file for individuals providing any services that require a state license. Contractors are required to provide all current and valid required insurance naming HSGD as a certificate holder.

**Pre-Proposal Conference: March 7, 2019 at 10:00 A.M.
Head Start of Greater Dallas, Inc.
Purchasing Conference Room
3954 Gannon Lane
Dallas, TX 75237**

C. Instructions on Proposal Submission

1. Closing Submission Date

Proposals must be submitted and received no later than 10:00 a.m. on April 11, 2019

2. Inquiries

Inquiries concerning this RFP should be directed to Agnes Chiu at (972) 283-6414. However, questions dealing with specifications and performance of the contract shall be addressed ONLY during the pre-Proposal Conference.

3. Conditions of Proposal

All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by Head Start of Greater Dallas, Inc.

4. Responsiveness

Offeror shall provide all documentation required (both explicitly requested and implied) by this RFP. Failure to provide this information may result in rejection of your proposal as being non-responsive.

5. Instructions to Prospective Contractors

Your Proposal should be addressed as follows:

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

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- 19-LCS
10:00 a.m. on April 11, 2019
PROCUREMENT PROPOSAL FOR
LAWN CARE & LANDSCAPE SERVICES**

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.

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 Offerors 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 Women Owned Businesses is encouraged where possible. The Offeror must present third party documentation as to their status with their proposal in order to qualify for consideration as an SMSB.

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 Lawn Care & Landscape Services supplier will be made within four weeks of the closing date for the receipt of proposals. Upon conclusion of final negotiations with the successful firm(s) and bid awarded, all Offerors submitting proposals in response to this Request for Proposals will be informed, in writing, of the name of the successful firm(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. Contract administrator

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

11. 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.

12. 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.

13. 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.

14. Remedies:

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

15. 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 and if legal action is necessary to enforce same, exclusive venue shall be in Dallas County, Texas unless superseded by federal jurisdiction.

16. Protest of Award

If an Offeror wishes to protest and appeal the award, then they must file a written notice of protestation with the Purchasing Agent listed on this solicitation within ten days of the Notification of Award being mailed (or e-mailed) and/or posted.

Then:

The Purchasing Agent will notify the Awardee of the protest and review the 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.

D. Description of Entity and Network

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-one member volunteer Board of Directors. Administrative offices and all records are located at 3954 Gannon Lane, Dallas, Texas 75237. Other offices (currently 36) are located throughout Dallas County. Head Start of Greater Dallas, Inc. is the Health and Human Services grantee for the Head Start Child Development 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 4259 children.

E. Options

At the discretion of Head Start of Greater Dallas, Inc., the Lawn Care & Landscape Service 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 services provided, experience of prior year, and number of hours required by the Contractor to achieve Agency goals.

II. SPECIFICATIONS

A. Scope of Services
Basic Services

1. Basic services include:
 - a. Mowing grass
 - b. Edge yard
 - c. Clean up debris (Trash pick-up)
2.
 - a. Trim hedges
 - b. Trim Shrubs and groundcover
 - c. Alley behind facility pick up trash & debris and mow

LAWN CARE & LANDSCAPE SERVICES WORKSHEET 2019-2022

Monthly Basic Services

<i>Description of job</i>	<i>Frequency/ Schedule</i>	<i>Cost</i>	<i>Comments</i>
Items #1: a. Mowing Grass b. Edge Yard c. Clean up debris (Trash pick-up)	The number of times for basic services/mowing grasses can be increased or decreased at any time according to the weather or landscape needs. The maximum is 3 or 4 times per month and the minimum is one time per month	Per Site /Visit a. _____ b. _____ c. _____ Total Per Visit: _____	_____ _____ _____ _____ _____
Items # a – c must perform every visit			

Month End Services

<i>Description of job</i>	<i>Frequency/ Schedule</i>	<i>Cost</i>	<i>Comments</i>
Items #2: a. Trim Hedges b. Trim Shrubs & Groundcover c. Alley behind facility: Pick up trash & debris and mow for centers for every other weeks especially for Ferguson Oates & Margaret Cone.	End of the month services	Per Site /Visit a. _____ b. _____ c. _____ Total Per Visit: _____	_____ _____ _____ _____

All the basic services listed above at all approved sites on the following schedule:

May, June, October, and September,	– Three times per month
March, April, July, August and November	– Two times per month
December, January (if needed), and February	– One time per month

Scheduled mowing times for individual sites must be approved by the Site Manager/Purchasing Agent. The number of times for basic services/lawn mowing can be increased or decreased at any time according to the weather or landscaping needs. If bad weather situation such as raining or snow etc., suppliers must re-schedule or cancel the mowing assignment and notify the Purchasing Agent. Any charges for service shall be adjusted accordingly.

The following services shall be performed on the following basis and are on an as needed or requested basis (read table):

Seasonal/per centers request

Description of job	Frequency/ Schedule	Cost	Comments
Items #3: a. Weed beds(non garden area) b. Weed prevent control in mowed area	Per Sq. ft.	Per Site /Visit	
		a. _____ b. _____	_____ _____
Items #4 Plant flower beds (Seasonal)	Per Sq. ft.	\$ _____	_____ _____
Items #5 Seed, lay sod, and fertilize(when requested)	Per Sq. ft.	\$ _____	_____ _____
Items #6 Level mulch (when requested)	Per Yard	\$ _____	_____ _____
Items #7 Diseases and insects control (per centers request)	Per Job	\$ _____	_____ _____
Items #8 Fertilize shrubs & groundcover (when needed, not to exceed 21 square yard)	Per Job	\$ _____	_____ _____
Items #9 Bed pre-emergent (Per centers request)	Per Job	\$ _____	_____ _____
Other Costs (Please specify)			

B. Insurance

The successful bidder shall be awarded the contract as an “Independent contractor” as defined by the U.S. Department of Labor. Therefore, all vendors must provide proof of Workman’s Compensation Insurance, General Liability Insurance (min. \$500,000), Automobile Insurance, and other related insurance coverage. All employees of the company working on site at the centers must be under the above insurance coverage. The Agency in the case of Liability insurance shall be named “co-insured” in the Certificate Holder box on the policy. The cancellation notice date shall be 30 days. The vendor understands that if during the life of the contract the insurance coverage expires and is not renewed, HSGD reserves the right to withhold payment until a new certificate of insurance is presented.

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		\$500,000
Worker’s Compensation or Statutory Limits		
Employers’ Liability	Each accident	\$100,000
	Disease Policy Limit	\$500,000
	Disease Each Employee	\$100,000

C. Subcontracting

No sub-contracting will be permitted on this proposal without prior permission of the Agency. All personnel performing the actual labor at the centers 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 Lawn Care & Landscape vendor subcontracting.

D. Customer Service

You (the vendor) are expected to provide customer service with satisfaction to our agency. This means that once a quarter the vendor or an officer of the company, if not a sole proprietorship, will visit and meet with the site managers to determine how the service is proceeding and resolve any issues.

E. Survey of Service

Periodically, a survey of the quality of service being performed by the vendor will be recorded from all centers receiving Lawn Care & Landscape service. Continued poor or negative ratings will result in the vendor being disqualified for poor performance, the contract canceled, and assigning the secondary vendor the Lawn Care & Landscape proposal.

F. 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.

G. Change Order

NO ORAL STATEMENT OF ANY PERSON SHALL MODIFY OR OTHERWISE CHANGE OR AFFECT THE TERMS, CONDITIONS OR SPECIFICATIONS 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.

H. 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.

I. 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.

J. Notice

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

K. 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 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 of "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 Buy Board, TXMAS, and other governmental cooperative schedule pricing. If your company is on any government or cooperative schedule, please indicate if the above pricing/discounts meet or exceed the schedule pricing and provide the contract number and agency.

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

L. *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, and 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 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.

M. *Work papers*

1. The Offeror will provide a copy of all work papers and other documentation pertaining to the work performed as support for any invoice for work performed. The work papers must be concise and provide the basis for costs as well as an 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 representatives of the relative federal or state audit agency, and Head Start of Greater Dallas, Inc.

N. *Confidentiality*

The Offeror agrees to keep the information related to all aspects of the Agency in strict confidence. Other than the reports submitted to Head Start of

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

O. 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.

P. Billing

All invoices should to be in printed format and will be mailed to the central office for payment. Invoices must have the signature of the site manager or his designee and date on the day that the visit was made. Example: if the schedule calls for 3 visits on that month, then there will be three signatures and dates by the site manager to indicate that the work was done satisfactorily for that center.

Failure to follow procedures will result in delays of payment. If any additional work is necessary on items #2, it will be on a Purchase Requisition Form with the agreed upon price, site manager's signature, and date of signing. Statements are paid net 30 days. HSGD reserves the right to add or delete centers on the list within 15 business days.

Q. 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 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.

R. Licensing Requirements

State of Texas Pesticide & Herbicide Applicators Licenses

III. OFFEROR'S TECHNICAL QUALIFICATIONSⁱ

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) references with names, addresses, contact persons, e-mail address 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 (financial, services provided, patient relations, etc.) and structure. A recent annual report and audit should be provided if available. Some documentation to substantiate the fiscal condition of your business needs to be provided in your proposal, such as a D&B, annual, and/or audit report. Indicate, if appropriate, that the firm is a small or minority-owned business and provide third party documentation to substantiate your status. Offeror should include a copy of the most recent customer survey/review, if the Offeror has had a such a survey/review. A brief resume or statement of experience, training, education for each individual would be of assistance in our selection process.

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.

D. Understanding of Work to be performed

The Offeror should describe its understanding of work to be performed, including audit demands, development of the action plan, Land Care and Landscape Study, and related pertinent information they must provide to support your rationale.

E. Licenses / Certificates

The Offeror must include copies of all Licenses or Certifications including HUB or Minority-Woman Owned Business certifications and any credentials of staff assigned to the project. The Offeror must sign and include as an attachment to its proposal the Certifications enclosed with this RFP. The publications listed in the Certifications will not be provided to potential Offerors by Head Start of Greater Dallas, Inc., because Head Start of Greater Dallas, Inc. desires to contract only with an Offeror who is already familiar with these publications.

IV. PROPOSAL EVALUATION

A. Submission of Proposals

All proposals shall include two copies of the OFFEROR'S technical qualifications, two copies of the pricing information (in a separately sealed envelope), and two copies of the Licenses/ 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 include the licenses/Minority/Insurance/Certifications.
4. The proposal does not provide the requested references for firms to which 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 is not adequate to form a judgment by the reviewers that the proposed undertaking would meet Head Start of Greater Dallas, Inc. Lawn care & Landscape service's needs.

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 Finance Committee of the Agency's governing Board.

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

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

Please respond to all questions and requests for information. Any zero or incomplete responses shall be treated as nonresponsive and your proposal or will severely affect your score and chances to win the award.

D. 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 Lawn Care & Landscape services, for groups, companies or organizations.	0 – 5
b. Prior experience, if any, providing Lawn Care & Landscape services to day care for programs /agencies similar to HSGD in a timely manner.	0 – 10
c. Prior experience, if any, providing Lawn Care & Landscape 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
Head Start of Greater Dallas will contact references to verify the experience provided by the Offeror.	
2. Organization, size, and structure of the OFFEROR’S 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. Lawn Care & Landscape program of Agency's needs.	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	100

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 an 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.

Date this _____ day of 20

Offeror's Firm Name

(Signature of Offeror's Representative)

(Printed Name and Title of Individual Signing)

Acknowledge by Agency Representative

Standard Terms & Conditions Attachment

(PLEASE SIGN AND ATTACH TO YOUR BID)

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

Relationship of Parties: It is understood by the parties that the Contractor, is an independent entity with respect to Head Start of Greater Dallas, 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 within ten (10) days naming HSGD as additional insured upon execution of the agreement.

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.

Change Orders: No Change Orders will be acceptable unless written approval is given by Head Start of Greater Dallas prior to the work being performed. Any pricing quoted in the Contractor's bid or proposal should be a "Not to exceed" price and strictly adhered to, unless a Change Order is instigated by a request from Head Start of Greater Dallas.

Nonfederal Match: The Contractor for services rendered may elect to 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 public service organization.

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.

Indemnity: THE CONTRACTOR IS ACKNOWLEDGED AS AN 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 OF THE CONTRACTOR, ITS BOARD MEMBERS (IF APPLICABLE), EMPLOYEES, REPRESENTATIVES, FAMILY MEMBERS, INVITEE, AND VOLUNTEERS.

Insurance. The contractor shall acquire and carry throughout the contract term any applicable insurance, including workers comprehensive or employee accident insurance if the contractor has employees. At a minimum the contractor shall secure liability/professional insurance if there are no employees or sub-contractors. Proof of insurance shall be furnished by the Contractor prior to the first day of work.

Right of Access to Contractor Records: The Agency, the awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have

access to any books, documents, papers, and records of the Contractor that are directly pertinent to a specific program (Head Start) for the purpose of making audits, examinations, excerpts and transcripts. Records shall be maintained for at least three years from the termination date of the agreement.

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

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

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

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

Additional Provision:

Immigration Reform and Control Act.-

- Requires employers to attest to their employees' immigration status
- Makes it illegal to knowingly hire or recruit unauthorized Immigrants.

CERTIFICATIONS: By signing the Contractor agrees to and certifies that:

- 1) The CONTRACTOR shall be in compliance with the Copeland Act, 18 U.S.C. 874, as supplemented by Department of Labor regulations, 29 CFR part 3, providing that each contractor and sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the AGENCY.
- 2) *The FEDERAL GOVERNMENT and AGENCY shall have "rights to inventions made under this agreement" in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any further implementing regulations issued by HHS.*
- 3) The CONTRACTOR shall take action to insure that all work is performed in accordance with OSHA guidelines and OSHA required record keeping and training is current and ongoing.
- 4) If this contract requires renovation or construction then the CONTRACTOR shall, if on-site costs exceed \$2,000.00, comply with the Davis-Bacon Act and pay employee's the rate of

pay in accordance with Department of Labor “prevailing wages” schedule and supply the Agency with the DOL required certification forms and payroll records.

- 5) The CONTRACTOR shall be in compliance with the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency.
- 6) The CONTRACTOR shall to the best of its knowledge or belief, not be currently be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal or state agency, and are not currently or previously within the past three years been indicted or convicted either civilly or criminally by a governmental entity (local, state or federal) for violations of procurement, consumer, and/or felony statutes.
- 7) The CONTRACTOR shall include the provisions of paragraphs (1) through (7) in every subcontract or purchase order (over \$100,000) unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions shall be binding upon each subcontractor or vendor.
- 8) (Certification per 31 U.S.C. 1352):
 - a. The Contractor certifies, to the best of his or her knowledge and belief, that:
 - b. 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.
 - 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 it’s 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.
 - e. 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:

Executed this ____ day of _____, 20__

By:
Contractor _____

Date _____

Company _____

By:
Agency _____

Date _____

Head Start of Greater Dallas, Inc.

CERTIFICATION

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

DEFINITIONS

Covered Contracts/Subcontract

(1) Any non-procurement transaction which involves federal funds (regardless of amount), including such arrangements as a sub-grant, for example, between TDA and another entity or the Contracting Entity and another entity.

(2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 3305 (currently \$50,000) under a grant or sub-grant.

(3) Any procurement contract for goods or services between a participant and a person under a covered grant, sub-grant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction, including

- a. Consultant.
- b. Principal investigators.
- c. Providers of audit services required by the TDA or federal funding source.
- d. Researchers.

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

Grant - An award of financial assistance, including cooperative agreements, or contracts or subcontracts for goods or services entered 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.

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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.

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

Name of Business (Contractor)	Vendor ID No. or Social Security No.
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(1) The prospective contractor certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Signature of Contractor Representative

Date

Printed/Typed Name of
Contractor Representative

Printed/Typed Title of
Contractor Representative

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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

HEAD START OF GREATER DALLAS, INC.

AGENCY LOCATIONS

<p>A. M. Brooks 6502 Military Parkway Dallas, TX 75227 (214)275-2050 (214) 275-6187-Fax</p> <p>Brookhaven 3939 Valley View Lane Bldg E Farmers Branch, TX 75244 (972)331-9565 (972)241-8507-Fax</p> <p>Sunnyview 2927 Stag Road Dallas, TX 75241 (214)372-3800 (214)372-8421-Fax</p> <p>Robbie Jones 1920 Walnut Plaza Carrollton, TX 75006 (972)416-1595 (972)416-6876-Fax</p> <p>Wanda Meshack Smith Head Start 3950 Gannon Lane Dallas, TX 75237 (972)283-7701 (972)296-8949-Fax</p>	<p>Jerry R Junkins(Mesquite) 650 Lee St, Mesquite, TX 75149 (214) 643-6345 (214) 643-6492-Fax</p> <p>Margaret H Cone 2919 Troy Street Dallas, TX 75210 (214) 217-3170 (214) 421-7521-Fax</p> <p>West Garland 3709 W Walnut St. Garland,75042 (469)-250-4360 (972)276-9876-Fax</p> <p>Roseland Homes 2011 North Washington Avenue Dallas, TX 75204 (972)284-0040 (972)284-0045-Fax</p> <p>Ferguson Oates 2345 Oates Drive Dallas, TX 75228 (214)324-2831 (214)324-2792-Fax</p>	<p>Wanda Meshack Smith(Admin) 3954 Gannon Lane Dallas, TX 75237 (972)283-6486 (972)296-9475-Fax</p> <p>EHS Garland 4580 W Buckingham, Garland, TX 75042 (469)250-4300 (214)272-8968-Fax</p>
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